Meeting Agenda

City Council

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

Tuesday, April 14, 2026 **6:00 PM** **Council Chambers, Online and Via Phone**

Register to Attend:
https://us02web.zoom.us/webinar/register/WN_7n7ZxY48TgO2bpM6l3zg2w

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A 26-0258 Special Recognition - Proclamation Recognizing Fair Housing Month

Attachments: Proclamation

2.B 26-0278 Special Recognition - Proclamation Recognizing Child Abuse Prevention and Awareness 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 26-0282 Approval of March 24, 2026 City Council Meeting Minutes

Attachments: Minutes

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

Attachments: Bills and Payroll

4.C 26-0279 Approval of City Council Appointed Advisory Body 2026 Work Plans

Attachments: Advisory Body 2026 Work Plans
Presentation to Community Livability and Public Safety Committee

4.D 26-0274 Approval of the 2026 Civilian Police Auditor Work Plan

Attachments: Advisory Body 2026 Work Plans
Presentation to Community Livability and Public Safety Committee

4.E 26-0253 Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Services for Emergency Management Services

Attachments: Resolution
Agreement

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

Attachments: Resolution
Agreement

4.G 26-0263 Approval of a Resolution Authorizing an Agreement with Mark Scheibmeir for Hearing Examiner Services

Attachments: Resolution
Agreement

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

Attachments: Resolution
Waterline Easement
Vicinity Map

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

Attachments: Resolution
Agreement

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

Attachments: Resolution

Agreement

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

Attachments: Resolution

Amendment No. 1

Agreement

4. SECOND READINGS (Ordinances)

4.L 26-0228 Approval of an Ordinance Adopting a Residential Energy Performance Rating and Disclosure Policy

Attachments: Ordinance

Focus Group Summary

Public Comment

Policy Review Memo

Presentation

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

Attachments: Report

6.B 26-0262 Approval of the 2026 Neighborhood Matching Grant Allocation

Attachments: Grant Review Team Recommendation

7. CONTINUED PUBLIC COMMENT

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

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

9. CITY MANAGER'S REPORT AND REFERRALS

10. EXECUTIVE SESSION

10.A 26-0281 Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and

Potential Litigation

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

City Council

Special Recognition - Proclamation Recognizing Fair Housing Month

Agenda Date: 4/14/2026
Agenda Item Number: 2.A
File Number:26-0258

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

Title
Special Recognition - Proclamation Recognizing Fair Housing Month

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Proclaim April 2026 as Fair Housing Month.

Report
Issue:
Whether to proclaim April 2026 as Fair Housing Month.

Staff Contact:
Christa Lenssen, Senior Housing Program Specialist, Community Planning & Economic Development, 360.570.3762

Presenter(s):
Christa Lenssen, Senior Housing Program Specialist, Community Planning & Economic Development
Adria Buchanan, Executive Director, Fair Housing Center of Washington
Steve Chung, President, Thurston County Realtors Association

Background and Analysis:
Congress passed the Fair Housing Act on April 11, 1968, just one week after the assassination of Dr. Martin Luther King, Jr. The Act was meant to be a follow-up to the Civil Rights Act of 1964, which prohibited segregation in public places and employment discrimination. Civil rights organizers, including Dr. King, had advocated for open housing and an end to housing segregation and discrimination. The highly contentious bill had been proposed and failed to pass from 1966-1967.

The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on protected classes. The Fair Housing Act has been amended over time and protects individuals from discrimination based on race, color, national origin, religion, sex, disability and family status.

In addition to barring housing discrimination, the Fair Housing Act requires HUD and its funding recipients, such as local jurisdictions, to also take affirmative steps to remedy fair housing issues such as racially segregated neighborhoods, lack of housing choice, and unequal access to housing-related opportunities. This is known as the mandate to Affirmatively Further Fair Housing.

On April 30, 1968, Olympia City Council passed its Unfair Housing Practices code (OMC 5.80) to prohibit housing discrimination and establish a Thurston County Human Rights Commission to investigate complaints, in collaboration with Thurston County, City of Lacey, and City of Tumwater.

Current Landscape
Fair housing month is celebrated nationally in the month of April. Today, the U.S. Department of Housing and Urban Development (HUD) and the Washington State Human Rights Commission enforce fair housing protections by investigating complaints filed by Washington State residents. These enforcement agencies can also provide information and technical assistance to both housing consumers and providers. The Fair Housing Center of Washington is a nonprofit agency dedicated to providing fair housing education, outreach, and enforcement services to the residents of western and central Washington. They help individuals to file housing discrimination complaints, provide education and technical assistance, and assist residents with disabilities to request reasonable accommodation or modifications in their housing.

Recently, HUD's Office of Fair Housing & Equal Opportunity (FHEO) has challenged efforts to address historical harms and disparate impact claims. Earlier this year, HUD released a Notice of Proposed Rulemaking regarding the removal of HUD's Fair Housing Act's discriminatory effects regulations from the Code of Federal Regulations, in furtherance of HUD's policy of refusing to fully enforce the Fair Housing Act with respect to disparate impact. This would end longstanding practices and case law that has established that a policy or practice can be neutral on its face but have discriminatory impacts in violation of the Fair Housing Act.

The City of Olympia submitted a public comment in opposition to the proposed rule. HUD also launched an investigation into Washington State's Covenant Homeownership Program, which HUD believes may violate the Fair Housing Act. Washington State's program provides downpayment and closing cost assistance to individuals who are direct descendants of Washington State residents who were denied opportunities to purchase a home prior to 1968. HUD alleges that the program unfairly excludes individuals on the basis of race and ethnicity.

Every jurisdiction has an obligation to affirmatively further fair housing under the Fair Housing Act. As the Washington State Governor looks to create a department of housing, there is an opportunity to embed practices and policies to affirmatively further fair housing into the department's work. Fair housing advocates call for the new department of housing to engage communities to ensure that the policies and practices created do not disproportionately impact people based on their protected class and instead incentivize development of policies and practices that lift up those furthest from opportunities so that everyone may benefit.

City's commitment to Fair Housing
The City of Olympia wishes to recognize the anniversary of the passage of the Fair Housing Act, as well as reiterate the City's commitment to affirmatively furthering fair housing, undoing past harms of segregation, and addressing ongoing housing disparities and discrimination. The City has provided

resources to educate community members about fair housing and is working to advance equity through strategies identified by the Assessment of Fair Housing, Housing Action Plan, Social Justice & Equity Commission, and related efforts. The City has provided public comments to HUD when notice of proposed rulemaking is issued. The City of Olympia joined the Black Home Initiative in 2025 to participate in focused efforts to increase homeownership for Black households. The City of Olympia is co-hosting a homeownership fair with the Thurston County Realtors Association on April 18 at the Olympia Center to increase access to homeownership for Thurston County residents.

Climate Analysis:
This action is expected to have no significant impact on greenhouse gas emissions. Providing more housing choice to members of protected class groups means that households may be able to live closer to their work or schools their children attend, decreasing commute times.

Equity Analysis:
The goal of this recognition is to celebrate the passage of the Fair Housing Act, while acknowledging the ongoing work that must take place to ensure equal housing access for all.

Between 2017 and 2022, there were 32 total fair housing complaints in Olympia that were filed with HUD or the Washington State Human Rights Commission. According to data from the Thurston County Assessment of Fair Housing (AFH), people of color, people with disabilities, people who are transgender, and single mothers are:

- cost burdened at higher rates (pay more than 30% of their income on housing costs);
- more likely to be renters;
- at higher risk of displacement (being forced to move due to eviction, increasing costs, etc);
- more likely to experience homelessness; and/or
- face continuing gaps in homeownership in Thurston County.

According to American Community Survey data referenced in the AFH, about 82% of single female-headed households with children in Olympia rent their homes. The City of Olympia has enacted multiple protections for renters, which are intended to stabilize housing access, costs, and decrease risk of displacement for renting households. Over 600 community members participated in the online survey to inform the AFH. About 39% of respondents who completed the online community survey were housing cost burdened. Of those respondents, about 62% have disabilities or a disabled family member living with them. There were 15 total transgender respondents to the survey, and of those 15, 9 (or 60%) experience housing cost burden. Ten of 24 single mothers (42%) who responded to the community survey are severely cost burdened, spending over 50% of their income on housing costs.

The City is taking several actions to decrease housing discrimination and promote integration. These include multiple steps to increase supply of more affordable housing, including incentives for developers to include affordable units, financial support through the local Home Fund, and adaptation of zoning and permitting requirements to make it easier to build more affordable homes. Black households have the lowest rate of homeownership of any racial/ethnic group in Thurston County. The City of Olympia has joined the Black Home Initiative to increase homeownership among low-to-moderate income Black households. All members of our community will benefit from increased housing stability, diverse and inclusive neighborhoods, and equal access to housing.

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

Financial Impact:
There is no financial impact related to this special recognition.

Options:
1. Recognize Fair Housing Month.
2. Recognize Fair Housing Month at another time.
3. Do not recognize Fair Housing Month.

Attachments:
Proclamation

PROCLAMATION

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Olympia is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, More than fifty years after the passage of the Fair Housing Act, discrimination persists and many communities remain segregated; and

WHEREAS, Acts of housing discrimination and barriers to equal housing opportunity are unacceptable; and

WHEREAS, the City of Olympia has completed work to identify housing disparities and barriers through formation of regional goals to affirmatively further fair housing in Thurston County; and

WHEREAS, the City of Olympia supports efforts to assist individuals harmed by discriminatory practices in Washington State, such as the Covenant Homeownership Program; and

WHEREAS, the City of Olympia has joined the Black Home Initiative to strive to right the wrongs of past discriminatory practices and commits to doing all it can to ensure Black homebuyers get an opportunity to purchase homes; and

WHEREAS, the City of Olympia will co-host a Thurston County Homebuying Expo with Thurston County REALTORS Association on April 18, 2026 to expand access to homeownership for Thurston County residents; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council, does hereby proclaim April 2026 as

FAIR HOUSING MONTH

In Olympia as an inclusive community committed to fair housing and to promoting equal housing opportunities for all residents and prospective residents of Olympia.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 14th DAY OF APRIL 2026.

OLYMPIA CITY COUNCIL

Dontae Payne, Mayor

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

City Council

Special Recognition - Proclamation Recognizing Child Abuse Prevention and Awareness Month

Agenda Date: 4/14/2026
Agenda Item Number: 2.B
File Number:26-0278

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

Title
Special Recognition - Proclamation Recognizing Child Abuse Prevention and Awareness Month

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Proclaim April 2026 as Child Abuse Prevention and Awareness Month

Report
Issue:
Whether to proclaim April 2026 as Child Abuse Prevention and Awareness Month

Staff Contact:
Melissa McKee, Assistant to the City Council, City Manager's Office, 360.753.8443

Presenter(s):
Jill Severn, Family Education Support Services (FESS) Board of Directors

Background and Analysis:
This proclamation emphasizes the importance of ensuring children live in safe, stable, and nurturing environments that support their healthy development. It highlights that child abuse and neglect are serious public health issues and underscores the responsibility of the community to work collaboratively on prevention strategies.

Climate Analysis:
This is not expected to impact carbon emissions.

Equity Analysis:
Child abuse and neglect disproportionately impact marginalized communities due to systemic inequities, limited access to supportive services, and greater exposure to risk factors. Recognizing

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

Child Abuse Prevention and Awareness Month affirms the City's commitment to equitable access to safety, family support, culturally competent resources, and community well-being. This proclamation supports ongoing efforts to strengthen families and reduce harm.

Neighborhood/Community Interests (if known):
The community has consistently expressed strong support for child and family well-being initiatives. Local nonprofits, schools, and social service agencies regularly participate in April awareness activities, and public interest in prevention resources remains high.

Financial Impact:
No financial impact.

Options:
1. Proclaim April as Child Abuse Prevention and Awareness Month.
2. Modify the Proclamation recognizing April as Child Abuse Prevention and Awareness Month.
3. Do not proclaim April as Child Abuse Prevention and Awareness Month.

Attachments:
Proclamation

CITY OF OLYMPIA

Proclamation

WHEREAS, the future of the residents of the City of Olympia rests in the hands of one of our most vulnerable and cherished assets, our children; and

WHEREAS, all children deserve to live in safe, stable, and nurturing environments which promote their healthy growth and development; and

WHEREAS, child abuse, neglect and other trauma are recognized as serious public health problems affecting both the current and future quality of life in our community; and

WHEREAS, it is the responsibility of our community to ensure parents, caregivers and other adults who influence the health and well-being of children have the support, knowledge and concrete resources necessary to ensure all children thrive to their greatest potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships among agencies, schools religious organizations, law enforcement agencies, health care providers, and the business community; and

WHEREAS, the City of Olympia continues our commitment to protecting all members of our community, and call upon all community members to join together to increase public safety and prevent the further abuse and neglect of our children; and

NOW, THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim April 2026 as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

and calls upon all community members, state agencies, faith groups, medical facilities, elected leaders, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 14th 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 March 24, 2026 City Council Meeting Minutes

Agenda Date: 4/14/2026
Agenda Item Number: 4.A
File Number:26-0282

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

Title
Approval of March 24, 2026 City Council Meeting Minutes

Meeting Minutes - Draft

City Council

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

Tuesday, March 24, 2026 **6:00 PM** **Council Chambers, Online and Via Phone**

Register to Attend:
https://us02web.zoom.us/webinar/register/WN_relfz4XpQte9Rnqhp2sJJw

1. ROLL CALL

Present: 7 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Dani Madrone, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

1.A ANNOUNCEMENTS

Mayor Payne announced that the City Council will not have business meetings on March 31 and April 7 due to Spring Break.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A 26-0236 Special Recognition - Swearing-In of Police Chief Shelby Parker

City Manager Burney swore in Police Chief Shelby Parker. Chief Parker introduced her family and said some words in recognition of the moment.

Councilmembers congratulated Chief Parker.

2.B 26-0227 Special Recognition - Proclamation Recognizing Transgender Day of Visibility

Councilmembers read a proclamation recognizing Transgender Day of Visibility. Co-founder of OlympiaQueerFyrd Aster Avardeen and community member Sam Kellendy accepted the proclamation.

Councilmembers shared support of the Transgender community.

The recognition was received.

2.C 26-0235 Special Recognition - Proclamation Recognizing Outgoing Members of City Council Appointed Advisory Bodies

Councilmembers read a proclamation recognizing the service of outgoing members of City Council appointed advisory bodies. The proclamation was accepted by outgoing members Jim Burlingame and Marty Slighte.

Councilmember thanked advisory body members for their service.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Dawn Baker, Mark Kobyashi, Mark Champagne, TJ Johnson, Tom Crawford, Michelle Harney, Gordon Wheat, Jessie Simmons, Lynn Fitz-Hugh, Rhonda Hunter, David Webb, Rhonda Larson-Kramer, Corey Gauny, Taulana Reid, Mark Newell, Amalie O'Connor, Thad Curtz, Court Olson, Theresa Allen, Aisha Harrison, Betsy Norton, Brenda Wilnoth and Christopher Van Daalen.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

4.A 26-0231 Approval of March 17, 2026 City Council Meeting Minutes

The minutes were adopted.

4.B 26-0237 Approval of City of Olympia Investment Policy Updates

The decision was adopted.

4.C 26-0240 Approval of Individuals for Reappointment to Council Appointed Advisory Bodies

The decision was adopted.

4.D 26-0234 Approval of Recommended Appointments to Fill Vacancies on Council Appointed Advisory Bodies

The decision was adopted.

4.E 26-0203 Approval of a Resolution Authorizing a Grant Agreement with Department of Ecology for Cleanup Work Associated with the Solid Wood Site (West Bay Park)

The resolution was adopted.

4.F 26-0205 Approval of a Resolution Authorizing Amendment No. 2 to the Lease Agreement between the City of Olympia and the Hands On Children's

Museum by Incorporating Property Recently Acquired for Expansion of the Museum into the Lease Agreement Terms

The resolution was adopted.

4.G 26-0211 Approval of a Resolution Authorizing the 2026-2028 International Association of Fire Fighters - Assistant Chiefs' Collective Bargaining Agreement

The resolution was adopted.

4.H 26-0212 Approval of a Resolution Authorizing an Agreement with the Washington State Department of Commerce for a Climate Planning Grant

The resolution was adopted.

4.I 26-0238 Approval of a Resolution Authorizing an Amendment to an Agreement with Berger Partnership to Complete Phase 1 Design Services at Yelm Highway Community Park

The resolution was adopted.

Approval of the Consent Agenda

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

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A 26-0230 Approval of the Rebecca Howard Park Development Plan

Associate Planner Sarah Giannobile presented an overview of the Rebecca Howard Park Development Plan. Arts, Parks and Recreation Director Sylvana Niehuser recommended that Rebecca Howard Park be prioritized for development before other parks projects.

Coucnilmembers asked clarifying questions.

Councilmember Berendt moved, seconded by Mayor Payne, to approve the

Rebecca Howard Park Development Plan. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

6.B 26-0228 Approval of an Ordinance Adopting a Residential Energy Performance Rating and Disclosure Policy

Climate Program Director Pamela Braff shared an overview of the proposed Ordinance adopting a Residential Energy Performance Rating and disclosure policy which is aimed to reduce emissions, inform buyers of energy costs, and support upgrades while keeping costs low and subsidizing low-income sellers.

Councilmembers asked clarifying questions.

Councilmember Madrone moved, seconded by Councilmember Vanderpool, to approve on first reading, and forward to second reading the ordinance adopting a Residential Energy Performance Rating and Disclosure Policy. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

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 9:45 p.m.

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

City Council

Approval of Bills (February 5, 2026 - March 25, 2026) and Payroll (February 15, 2026 - March 31, 2026) Certification

Agenda Date: 4/14/2026
Agenda Item Number: 4.B
File Number:26-0273

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

Title
Approval of Bills (February 5, 2026 - March 25, 2026) and Payroll (February 15, 2026 - March 31, 2026) Certification

City of Olympia

Expenditure Summary

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

For Period 2/5/2026 to 2/11/2026

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	$191,066.39
FND_003 SPECIAL ACCT CONTROL FUND	$2,515.75
FND_006 DEVELOPMENT FEE REVENUE	$1,691.20
FND_007 PARKING FUND	$4,428.29
FND_014 LEOFF1 OPEB TRUST FUND	$6,759.30
FND_025 WASH CENTER MAINTENANCE	($9.53)
FND_026 MUNICIPAL ARTS FUND	$16,000.00
FND_132 LODGING TAX FUND	$20,085.05
FND_142 HOME FUND	$1,543.00
FND_143 CULTURAL ACCESS PROGRAM	$12,000.00
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT	$1,274.16
FND_335 GENERAL FACILITIES CAPITAL IMPROVEME	$39,434.28
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$247,430.24
FND_401 DRINKING WATER UTILITY OPERATING	$21,560.65
FND_402 WASTEWATER UTILITY OPERATING	$19,679.08
FND_403 WASTE RESOURCES OPERATING	$35,036.59
FND_404 STORMWATER AND SURFACE WATER OPE	$13,990.31
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	$20,021.48
FND_462 WASTEWATER CAPITAL IMPROVEMENT	$18,630.84
FND_501 EQUIPMENT RENTAL	$30,778.08
FND_505 WORKERS COMPENSATION	$933.30
FND_506 FACILITIES	$20,568.42
FND_507 Fire Fleet	$10,686.44
Grand Total	**$736,103.32**

Rhiannon Weilmunster — Prepared by: — 2/13/2026 — Date

Reviewed by: — 02/13/26 — Date

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

Michael Githens (Feb 20, 2026 12:21:01 PST) — Approved by/Finance Director — 02/20/26 — Date

City of Olympia

Expenditure Summary

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

For Period 2/12/2026 to 2/18/2026

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	$647,060.78
FND_003 SPECIAL ACCT CONTROL FUND	$94.32
FND_006 DEVELOPMENT FEE REVENUE	$40,111.78
FND_007 PARKING FUND	$5,218.13
FND_014 LEOFF1 OPEB TRUST FUND	$8,524.50
FND_025 WASH CENTER MAINTENANCE	$396.84
FND_026 MUNICIPAL ARTS FUND	$400.00
FND_137 HANDS ON CHILDRENS MUSEUM	$599.50
FND_143 CULTURAL ACCESS PROGRAM	$43,264.41
FND_317 CAPITAL IMPROVEMENTS FUND	$11,744.69
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	$12,278.07
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	$9,110.16
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$1,800.00
FND_401 DRINKING WATER UTILITY OPERATING	$77,028.04
FND_402 WASTEWATER UTILITY OPERATING	$1,250,096.64
FND_403 WASTE RESOURCES OPERATING	$3,426.87
FND_404 STORMWATER AND SURFACE WATER OPERATING	$12,938.11
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	$3,873.99
FND_462 WASTEWATER CAPITAL IMPROVEMENT	$587.56
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	$36,000.00
FND_501 EQUIPMENT RENTAL	$8,027.01
FND_505 WORKERS COMPENSATION	$44,893.12
FND_506 FACILITIES	$30,555.02
FND_507 Fire Fleet	$58,329.96
FND_630 CUSTODIAL	$30,895.71
Grand Total	**$2,337,255.21**

Rhiannon Weilmunster — Prepared by: — 2/20/2026 — Date

Joan McBride — Reviewed by: — 02/20/26 — Date

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

Michael Githens — Michael Githens (Feb 20, 2026 14:23:13 PST) — Approved by/Finance Director — 02/20/26 — Date

City of Olympia

Expenditure Summary

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

For Period 2/19/2026 to 2/25/2026

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	$268,139.18
FND_003 SPECIAL ACCT CONTROL FUND	$24,345.55
FND_006 DEVELOPMENT FEE REVENUE	$16,895.36
FND_007 PARKING FUND	$34,351.97
FND_014 LEOFF1 OPEB TRUST FUND	$9,544.64
FND_025 WASH CENTER MAINTENANCE	$107,203.52
FND_132 LODGING TAX FUND	$34,093.47
FND_137 HANDS ON CHILDRENS MUSEUM	$470.29
FND_142 HOME FUND	$143,356.92
FND_143 CULTURAL ACCESS PROGRAM	$22,915.00
FND_317 CAPITAL IMPROVEMENTS FUND	$3,637.98
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	$216,613.07
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	$18,131.59
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$652.77
FND_401 DRINKING WATER UTILITY OPERATING	$128,384.18
FND_402 WASTEWATER UTILITY OPERATING	$42,540.39
FND_403 WASTE RESOURCES OPERATING	$82,439.45
FND_404 STORMWATER AND SURFACE WATER OPERATING	$20,356.92
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	$132,949.27
FND_501 EQUIPMENT RENTAL	$10,457.27
FND_502 EQUIPMENT RESERVE	$284,398.62
FND_503 UNEMPLOYMENT COMPENSATION	$46,796.00
FND_504 INSURANCE TRUST FUND	$1,077.50
FND_505 WORKERS COMPENSATION	$28,358.62
FND_506 FACILITIES	$33,354.99
FND_507 Fire Fleet	$6,781.62
FND_630 CUSTODIAL	$12,784.68
Non-Departmental / Payroll AP - Suppliers	$361,231.78
SR-26-00000724	$200.00
Grand Total	**$2,092,462.60**

Rhiannon Weilmunster — Prepared by: — 2/27/2026 — Date

Reviewed by: — 03/02/26 — Date

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

Michael Githens
Michael Githens (Mar 2, 2026 10:23:41 PST) — Approved by/Finance Director — 03/02/26 — Date

City of Olympia

Expenditure Summary

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

For Period 2/26/2026 to 3/4/2026

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	$448,197.25
FND_003 SPECIAL ACCT CONTROL FUND	$520.00
FND_006 DEVELOPMENT FEE REVENUE	$7,610.16
FND_007 PARKING FUND	$6,432.16
FND_014 LEOFF1 OPEB TRUST FUND	$44,256.49
FND_025 WASH CENTER MAINTENANCE	$5,189.18
FND_026 MUNICIPAL ARTS FUND	$750.00
FND_107 HUD FUND	$39.39
FND_132 LODGING TAX FUND	$27,135.00
FND_142 HOME FUND	$2,527.31
FND_143 CULTURAL ACCESS PROGRAM	$118.17
FND_317 CAPITAL IMPROVEMENTS FUND	$3,405.03
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT	$642,482.98
FND_335 GENERAL FACILITIES CAPITAL IMPROVEME	$21,327.99
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$153,773.96
FND_401 DRINKING WATER UTILITY OPERATING	$13,423.70
FND_402 WASTEWATER UTILITY OPERATING	$3,212.64
FND_403 WASTE RESOURCES OPERATING	$407,523.02
FND_404 STORMWATER AND SURFACE WATER OPE	$24,009.00
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	$53,232.65
FND_462 WASTEWATER CAPITAL IMPROVEMENT	$5,050.10
FND_501 EQUIPMENT RENTAL	$112,151.15
FND_502 EQUIPMENT RESERVE	$210,003.76
FND_505 WORKERS COMPENSATION	$23,285.65
FND_506 FACILITIES	$32,521.52
FND_507 Fire Fleet	$63.65
Non-Departmental / Payroll AP - Suppliers	$863,117.21
Grand Total	**$3,111,359.12**

Rhiannon Weilmunster — Prepared by: — 3/6/2026 — Date

Joan M Butts — Reviewed by: — 03/09/26 — Date

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

Michael Githens — Michael Githens (Mar 9, 2026 09:10:24 PDT) — Approved by/Finance Director — 03/09/26 — Date

City of Olympia

Expenditure Summary

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

For Period 3/5/2026 to 3/11/2026

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	$415,524.18
FND_003 SPECIAL ACCT CONTROL FUND	$76,613.64
FND_006 DEVELOPMENT FEE REVENUE	$72,131.92
FND_007 PARKING FUND	$22,668.96
FND_014 LEOFF1 OPEB TRUST FUND	$52,033.22
FND_025 WASH CENTER MAINTENANCE	$15,341.84
FND_026 MUNICIPAL ARTS FUND	$47.37
FND_136 FARMERS MARKET REPAIR & REPLACEMENT	$4.94
FND_137 HANDS ON CHILDRENS MUSEUM	$60.00
FND_141 OLY METRO PARK DISTRICT	$2.47
FND_142 HOME FUND	$28,588.02
FND_143 CULTURAL ACCESS PROGRAM	$21,618.78
FND_317 CAPITAL IMPROVEMENTS FUND	$27,700.82
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	$7,421.78
FND_331 FIRE EQUIPMENT CAPITAL FUND	$154.78
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	$2,907.31
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$160,448.05
FND_401 DRINKING WATER UTILITY OPERATING	$85,394.25
FND_402 WASTEWATER UTILITY OPERATING	$1,488,292.03
FND_403 WASTE RESOURCES OPERATING	$46,485.01
FND_404 STORMWATER AND SURFACE WATER OPERATING	$19,296.86
FND_462 WASTEWATER CAPITAL IMPROVEMENT	$11,181.61
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	$36,772.13
FND_501 EQUIPMENT RENTAL	$17,221.14
FND_502 EQUIPMENT RESERVE	$57,174.48
FND_505 WORKERS COMPENSATION	$25,613.85
FND_506 FACILITIES	$52,666.68
FND_507 Fire Fleet	$61,214.67
Non-Departmental / Payroll AP - Suppliers	$2,302,496.40
Grand Total	**$5,107,077.19**

Rhiannon Weilmunster — Prepared by: — 3/19/2026 — Date

Reviewed by: — 03/23/26 — Date

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

Michael Githens — Michael Githens (Mar 23, 2026 14:16:03 PDT) — 03/23/26

Approved by/Finance Director — Date

City of Olympia

Expenditure Summary

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

For Period 3/12/2026 to 3/18/2026

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	$594,498.00
FND_003 SPECIAL ACCT CONTROL FUND	$38,924.91
FND_006 DEVELOPMENT FEE REVENUE	$11,577.93
FND_007 PARKING FUND	$2,153.31
FND_014 LEOFF1 OPEB TRUST FUND	$18,740.90
FND_025 WASH CENTER MAINTENANCE	$235.39
FND_026 MUNICIPAL ARTS FUND	$770.00
FND_107 HUD FUND	$3,846.75
FND_132 LODGING TAX FUND	$95,000.00
FND_137 HANDS ON CHILDRENS MUSEUM	$470.50
FND_138 TRANSPORTATION BENEFIT DISTRICT	$4.94
FND_142 HOME FUND	$30,107.77
FND_143 CULTURAL ACCESS PROGRAM	$143.94
FND_317 CAPITAL IMPROVEMENTS FUND	$11,157.42
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT	$79,028.89
FND_335 GENERAL FACILITIES CAPITAL IMPROVEME	$16,790.82
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$21,598.62
FND_401 DRINKING WATER UTILITY OPERATING	$101,647.28
FND_402 WASTEWATER UTILITY OPERATING	$43,795.89
FND_403 WASTE RESOURCES OPERATING	$355,817.60
FND_404 STORMWATER AND SURFACE WATER OPE	$24,562.33
FND_462 WASTEWATER CAPITAL IMPROVEMENT	$1,755.39
FND_501 EQUIPMENT RENTAL	$40,336.88
FND_502 EQUIPMENT RESERVE	$300,000.00
FND_505 WORKERS COMPENSATION	$604.11
FND_506 FACILITIES	$15,333.94
FND_507 Fire Fleet	$12,753.45
Non-Departmental / Payroll AP - Suppliers	$357,993.89
Grand Total	**$2,179,650.85**

Rhiannon Weilmunster — Prepared by: — 3/24/2026 — Date

Reviewed by: — 03/24/26 — Date

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

Michael Githens — Michael Githens (Mar 24, 2026 10:02:29 PDT) — 03/24/26

Approved by/Finance Director — Date

City of Olympia

Expenditure Summary

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

For Period 3/19/2026 to 3/25/2026

Total Approved for Payment

FUND	AMOUNT
FND_001 GENERAL FUND	$232,184.67
FND_003 SPECIAL ACCT CONTROL FUND	$50,485.55
FND_006 DEVELOPMENT FEE REVENUE	$937.78
FND_007 PARKING FUND	$17,646.63
FND_014 LEOFF1 OPEB TRUST FUND	$5,531.50
FND_025 WASH CENTER MAINTENANCE	$124.99
FND_026 MUNICIPAL ARTS FUND	$1,000.00
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	$827,552.28
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	$198.66
FND_340 PARKS CAPITAL IMPROVEMENT FUND	$61,233.15
FND_401 DRINKING WATER UTILITY OPERATING	$89,361.22
FND_402 WASTEWATER UTILITY OPERATING	$39,363.36
FND_403 WASTE RESOURCES OPERATING	$947.73
FND_404 STORMWATER AND SURFACE WATER OPERATING	$40,084.25
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	$21,842.37
FND_462 WASTEWATER CAPITAL IMPROVEMENT	$30,943.95
FND_463 WASTE RESOURCES CAPITAL IMPROVEMENT	$3,585.56
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	$14,381.80
FND_501 EQUIPMENT RENTAL	$26,618.11
FND_502 EQUIPMENT RESERVE	$45.54
FND_504 INSURANCE TRUST FUND	$7,230.00
FND_505 WORKERS COMPENSATION	$15,386.65
FND_506 FACILITIES	$5,013.00
FND_507 Fire Fleet	$22,568.99
FND_630 CUSTODIAL	$14,585.35
Non-Departmental / Payroll AP - Suppliers	$1,207.89
Grand Total	**$1,530,060.98**

Rhiannon Weilmunster — Prepared by: — 4/6/2026 — Date

Joan M Lutz — Reviewed by: — 04/06/26 — Date

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

Michael Githens
Michael Githens (Apr 6, 2026 12:08:29 PDT) — Approved by/Finance Director — 04/06/26 — Date

CITY OF OLYMPIA

2/15/2026

NET PAY: (SEMI MONTHLY)			$	3,241,375.10
FIRE PENSION: (MONTHLY)			$	22,019.20
TOTAL NET PAY:			$	3,263,394.30
Semi-monthly Payroll Check Numbers:	94870	to 94886	$	62,451.49
Semi-monthly Payroll Direct Deposit:			$	3,178,923.61
Manual Payroll Check Numbers:		to		
Manual Payroll Check Numbers:		to		
Monthly Fire Pension Check Numbers:		to	$	-
Monthly Fire Pension Direct Deposit:			$	22,019.20
TOTAL NET PAY:			$	3,263,394.30

Patricia Brassfield — Prepared by: — 02/19/2026 — Date

Joan M Petty — Reviewed by: — 02/20/2026 — Date

The Finance Director of the City of Olympia, Washington, herby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: **2/15/2026** have been examined and are approved as recommended for payment.

Michael Githens
Michael Githens (Feb 20, 2026 12:33:21 PST) — Approved by/Finance Director — 02/20/2026 — Date

2.15.2026 Payroll and 2.2026 Fire Pension Certifcation

Final Audit Report 2026-02-20

Created:	2026-02-19
By:	Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Wp66xak0AHO_tgUGhTI7MA23mPY2cbY

"2.15.2026 Payroll and 2.2026 Fire Pension Certifcation" History

Document created by Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
2026-02-19 - 11:31:24 PM GMT

Document emailed to Joan Lutz (jlutz@ci.olympia.wa.us) for signature
2026-02-19 - 11:31:29 PM GMT

Email viewed by Joan Lutz (jlutz@ci.olympia.wa.us)
2026-02-20 - 6:45:49 PM GMT

Document e-signed by Joan Lutz (jlutz@ci.olympia.wa.us)
Signature Date: 2026-02-20 - 6:47:04 PM GMT - Time Source: server

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2026-02-20 - 6:47:05 PM GMT

Email viewed by Michael Githens (mgithens@ci.olympia.wa.us)
2026-02-20 - 8:25:44 PM GMT

Document e-signed by Michael Githens (mgithens@ci.olympia.wa.us)
Signature Date: 2026-02-20 - 8:33:21 PM GMT - Time Source: server

Agreement completed.
2026-02-20 - 8:33:21 PM GMT

CITY OF OLYMPIA

2/28/2026

NET PAY: (SEMI MONTHLY)			$	2,268,386.36
FIRE PENSION: (MONTHLY)				
TOTAL NET PAY:			$	2,268,386.36
Semi-monthly Payroll Check Numbers:	94887	to 94890	$	1,985.60
Semi-monthly Payroll Direct Deposit:			$	2,266,400.76
Manual Payroll Check Numbers:		to		
Manual Payroll Check Numbers:		to		
Monthly Fire Pension Check Numbers:		to	$	-
Monthly Fire Pension Direct Deposit:				
TOTAL NET PAY:			$	2,268,386.36

Patricia Brassfield — Prepared by: — 03/09/2026 — Date

Reviewed by: — 03/09/2026 — Date

The Finance Director of the City of Olympia, Washington, herby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: **2/28/2026** have been examined and are approved as recommended for payment.

Michael Githens
Michael Githens (Mar 9, 2026 11:24:54 PDT) — Approved by/Finance Director — 03/09/2026 — Date

2.28.2026 Payroll Certification

Final Audit Report 2026-03-09

Created:	2026-03-09
By:	Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxcKQzXDT_juq1kjC0Vn0JbrlFr_v6T86

"2.28.2026 Payroll Certification" History

Document created by Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
2026-03-09 - 5:42:12 PM GMT

Document emailed to Joan Lutz (jlutz@ci.olympia.wa.us) for signature
2026-03-09 - 5:42:18 PM GMT

Email viewed by Joan Lutz (jlutz@ci.olympia.wa.us)
2026-03-09 - 5:46:09 PM GMT

Document e-signed by Joan Lutz (jlutz@ci.olympia.wa.us)
Signature Date: 2026-03-09 - 5:46:51 PM GMT - Time Source: server

Document emailed to Michael Githens (mgithens@ci.olympia.wa.us) for signature
2026-03-09 - 5:46:52 PM GMT

Email viewed by Michael Githens (mgithens@ci.olympia.wa.us)
2026-03-09 - 6:24:33 PM GMT

Document e-signed by Michael Githens (mgithens@ci.olympia.wa.us)
Signature Date: 2026-03-09 - 6:24:54 PM GMT - Time Source: server

Agreement completed.
2026-03-09 - 6:24:54 PM GMT

CITY OF OLYMPIA

3/15/2026

NET PAY: (SEMI MONTHLY)			$	2,797,336.41
FIRE PENSION: (MONTHLY)			$	22,019.20
TOTAL NET PAY:			$	2,819,355.61
Semi-monthly Payroll Check Numbers:	94891	to 94899	$	24,557.28
Semi-monthly Payroll Direct Deposit:			$	2,772,779.13
Manual Payroll Check Numbers:		to		
Manual Payroll Check Numbers:		to		
Monthly Fire Pension Check Numbers:		to	$	-
Monthly Fire Pension Direct Deposit:			$	22,019.20
TOTAL NET PAY:			$	2,819,355.61

Patricia Brassfield — Prepared by: — 03/18/2026 — Date

Joan M Butts — Reviewed by: — 03/18/2026 — Date

The Finance Director of the City of Olympia, Washington, herby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: **3/15/2026** have been examined and are approved as recommended for payment.

Michael Githens
Michael Githens (Mar 18, 2026 14:20:36 PDT) — Approved by/Finance Director — 03/18/2026 — Date

3.15.2026 Payroll Certification and 3.2026 Fire Pension Certification

Final Audit Report 2026-03-18

Created:	2026-03-18
By:	Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJKc8Kd4HYdjVpbkJllRP9WlAHUmlC5Ru

"3.15.2026 Payroll Certification and 3.2026 Fire Pension Certification" History

Document created by Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
2026-03-18 - 4:28:17 PM GMT

Document emailed to Joan Lutz (jlutz@ci.olympia.wa.us) for signature
2026-03-18 - 4:28:22 PM GMT

Email viewed by Joan Lutz (jlutz@ci.olympia.wa.us)
2026-03-18 - 7:47:54 PM GMT

Document e-signed by Joan Lutz (jlutz@ci.olympia.wa.us)
Signature Date: 2026-03-18 - 7:50:24 PM GMT - Time Source: server

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2026-03-18 - 7:50:27 PM GMT

Email viewed by Michael Githens (mgithens@ci.olympia.wa.us)
2026-03-18 - 9:19:59 PM GMT

Document e-signed by Michael Githens (mgithens@ci.olympia.wa.us)
Signature Date: 2026-03-18 - 9:20:36 PM GMT - Time Source: server

Agreement completed.
2026-03-18 - 9:20:36 PM GMT

CITY OF OLYMPIA

3/31/2026

NET PAY: (SEMI MONTHLY)			$	2,282,124.45
FIRE PENSION: (MONTHLY)				
TOTAL NET PAY:			$	2,282,124.45
Semi-monthly Payroll Check Numbers:	94900	to 94903	$	1,900.40
Semi-monthly Payroll Direct Deposit:			$	2,280,224.05
Manual Payroll Check Numbers:		to		
Manual Payroll Check Numbers:		to		
Monthly Fire Pension Check Numbers:		to	$	-
Monthly Fire Pension Direct Deposit:				
TOTAL NET PAY:			$	2,282,124.45

Patricia Brassfield — Prepared by: — 04/06/2026 — Date

Reviewed by: — 04/06/2026 — Date

The Finance Director of the City of Olympia, Washington, herby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: **3/31/2026** have been examined and are approved as recommended for payment.

Michael Githens
Michael Githens (Apr 6, 2026 12:00:54 PDT) — 04/06/2026

Approved by/Finance Director — Date

3.31.2026 Payroll Certification

Final Audit Report 2026-04-06

Created:	2026-04-06
By:	Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkrYOHg9iqhK2H_LeYtMTknRs97LDMcgG

"3.31.2026 Payroll Certification" History

Document created by Patricia Brassfield (pbrassfi@ci.olympia.wa.us)
2026-04-06 - 5:51:59 PM GMT

Document emailed to Joan Lutz (jlutz@ci.olympia.wa.us) for signature
2026-04-06 - 5:52:04 PM GMT

Email viewed by Joan Lutz (jlutz@ci.olympia.wa.us)
2026-04-06 - 6:36:57 PM GMT

Document e-signed by Joan Lutz (jlutz@ci.olympia.wa.us)
Signature Date: 2026-04-06 - 6:38:04 PM GMT - Time Source: server

Document emailed to Michael Githens (mgithens@ci.olympia.wa.us) for signature
2026-04-06 - 6:38:05 PM GMT

Email viewed by Michael Githens (mgithens@ci.olympia.wa.us)
2026-04-06 - 7:00:08 PM GMT

Document e-signed by Michael Githens (mgithens@ci.olympia.wa.us)
Signature Date: 2026-04-06 - 7:00:54 PM GMT - Time Source: server

Agreement completed.
2026-04-06 - 7:00:54 PM GMT

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

City Council

Approval of City Council Appointed Advisory Body 2026 Work Plans

Agenda Date: 4/14/2026
Agenda Item Number: 4.C
File Number:26-0279

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

Title
Approval of City Council Appointed Advisory Body 2026 Work Plans

Recommended Action
Committee Recommendation:
The Community Livability and Public Safety Committee unanimously approved the 2026 Council Appointed Advisory Body Work Plans and directed staff to forward to the full City Council for approval.

City Manager Recommendation:
Move to approve the City Council appointed advisory body 2026 work plans.

Report
Issue:
Whether to approve the City Council appointed advisory body 2026 work plans.

Staff Contact:
Stacey Ray, Assistant City Manager, City Manager's Office, 360.753.8046

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
On March 25, 2025, the Community Livability and Public Safety (CLPS) Committee reviewed the proposed work plans of City Council appointed advisory committees, boards and commissions and directed staff to forward them to the full City Council for approval.

Advisory body work plans typically contain annual, routine work that is largely consistent each year. They also may include new or different work items that are of interest to the advisory body, referred to the body by the City Council and/or staff, or are related to a timely issue or topic in the community. Attachment A includes all of the proposed 2026 advisory body work plans.

Not all advisory bodies appointed by the City Council develop an annual work plan due to the nature of their work (e.g. Lodging Tax Advisory Committee and Salary Commission). Although the Olympia

Metropolitan Park District Advisory Committee submits a work plan to the Olympia Metropolitan Park District Board, CLPS supports this process by reviewing the work plan and interviewing advisory body candidates.

Staff organized the advisory body's substantive work and highlighted how those work items align with the City Council's annual work plan and the Comprehensive Plan focus areas of Public Safety, Community Livability, Environmental Stewardship, Economy, Organizational Excellence, and Well-Planned City. The presentation is included as an attachment to the staff report.

Climate Analysis:
No climate impacts were evident.

Equity Analysis:
The advisory body recruitment process is an opportunity to reduce disparities in participation among marginalized communities, and ensure diverse perspectives are included in policy decisions and Council decision-making. Subsequently, proposed work plans are intended to align strongly with community priorities and interests, as identified by members.

Neighborhood/Community Interests (if known):
The Olympia community has a high interest in participating in local government decision making. Advisory bodies provide opportunities for more direct City Council engagement with the community around policy decisions and City Council decision-making. Members often have significant influence in developing their work plans, which can include topics of interest and priority to the communities for which the advisory bodies are most intended to represent.

Financial Impact:
There is no cost associated with the action. To reduce barriers to community member participation, the City offers stipends of $25 per advisory body meeting attended to eligible members. Those members who certify as low income are eligible to receive stipends of $50 per meeting attended. Advisory body members may waive the stipend. In 2025, the total cost of stipends was $11,425.

Options:
1. Move to approve the City Council appointed advisory body 2026 work plans.
2. Move to approve the City Council appointed advisory body 2026 work based on feedback from the full City Council for approval.
3. Do not approve the 2026 City Council appointed advisory body works plans.

Attachments:
Advisory Body 2026 Work Plans
Community Livability and Public Safety Presentation

ARTS COMMISSION – 2026/27 Work Plan

During 2026/27, the Arts Commission will hold full meetings on the second Thursday of each month. In addition to full committee meetings, project-specific subcommittees may meet at other times.

Section 1 – 2026/27 Policy and Program Recommendations to City Council

Consistent with past practice, committee recommendations are forwarded to the Community Livability and Public Safety Committee and/or full Council as part of the staff report for relevant Council agenda items, as an attached memo authored by the Chair or committee and/or presentation by the Chair at a Council meeting. Staff estimates that there is sufficient professional and administrative staff time to accomplish the policy recommendation staff support to the committee in 2026/27.

Professional staff liaison for the Arts Commission is Stephanie Johnson.

Estimated Percent of Overall Committee Effort: 52%

Title **Description**	**Committee Lead & Commitment**	**Staff Commitment**	**Schedule**	**Budget Implications**
	Committee hours, not individuals.	*Hours reflect working with the committee, not total project staff time.*	*Estimated completion.*	
1.1 2026 Municipal Art Plan to City Council **Description**: As part of the 2026 Work Plan process, recommend plan for 2026 $1 per capita funds and any potential capital projects where 1% for Art funds might apply. **Deliverable**: Recommend 2026 Municipal Art Plan to City Council, along with 2026 Work Plan.	2 hours	2 hours	March	Municipal Art Fund

1.2 Commission Retreat/Work Session **Description**: Spring retreat to welcome new members, and fall retreat for work plan review and development. **Deliverable**: Complete the retreats	4 hours	4 hours	June/October	None
1.3 Public Art Projects Individual and ongoing projects seeking Council approval as described more fully in the Municipal Art Plan, including (but not limited to): • Percival Plinth Project • Olympia Art Crossings • Murals in Parks Pilot • Traffic Box Wraps • Squaxin Island Tribal Representation • Poet Laureate • Artist in Residence Program • Grass Lake Nature Park • Kaiser Woods Park • Daley Arts Center Public Art • Gifts of Art **Deliverable:** Engage the community through the arts around transformative topics. Strive to address City issues such as equity and climate engagement through the arts and/or through the public art process.	6 hours	6 hours	Ongoing	See Municipal Art Plan

Section 2 - 2026/27 Arts Program Support

Arts Commission members provide valuable volunteer assistance to accomplish the City's annual arts program. Also, as programs are implemented and administrative procedures developed, staff often consults with Commissioners for their input and perspective. Input from the Commission is considered by staff in implementing the program or policy.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2026/27 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 26%

Title ***Description***	**Committee Lead and Commitment**	**Staff Commitment**	**Schedule**	**Budget Implications**
	Committee hours, not individuals.	*Hours reflect working with the committee, not total project staff time.*	*Estimated completion.*	
2.1 Arts Walk Spring and Fall 2026 **Description**: Provide ongoing support for Arts Walk event. Support efforts to include arts and artists in the downtown strategy area. Making spaces for art available to all people by encouraging development of community relationships to make space accessible to the creative community. **Deliverable**: Provide feedback and assistance as required. Approve Arts Walk cover artist recommendations.	2 hours	2 hours	April and October	General Fund and Municipal Art Fund - $2000

2.2 Music Out Loud **Description:** Honoring past musicians and celebrating today's performing artists, this project pairs sidewalk mosaics in downtown Olympia with performances in association with LoveOly. **Deliverable:** Summer 2026 performances.	1 hour	1 hour	TBD	Municipal Art Fund - $3,000
2.3 Park Development Public Art Support **Description:** For identified large design/build projects when a public artist in included in the design team, provide feedback on developing public art components for projects such as Yelm Highway Community Park, West Bay Park, Rebecca Howard Park and Percival Landing. Per the Municipal Art Plan, funds stay in the project budgets, and the public art components move along with the entire development process, including community meetings and Council approval. **Deliverable:** Provide feedback and assistance as required.	3 hours	3 hours	Ongoing	1% for the Arts project funding

Section 3 - 2026/27 ARCH Support

The Olympia Arts Commission works to support the City's efforts to strengthen the Arts, Cultures and Heritage (ARCH) components of our community.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2026/27 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 22%

Title ***Description***	**Committee Lead and Commitment**	**Staff Commitment**	**Schedule**	**Budget Implications**
	Committee hours, not individuals.	*Hours reflect working with the committee, not total project staff time.*	*Estimated completion.*	
3.1 ARCH Overview and Update **Description:** Update on general staff Arts, Cultures & Heritage efforts. Update on Creative District and Indie Music History project efforts. **Deliverable:** Provide greater understanding of Arts, Cultures & Heritage support across the City and follow projects as they move into the community.	2+ hours	2+ hours	Ongoing	None
3.2 Daley Arts Center **Description:** Support City in development of the Daley Arts Center. **Deliverable:** Provide feedback and assistance as requested.	1 hours	1 hours	Ongoing	None

3.4 Inspire Olympia **Description:** Support public funding that sustains a healthy, visible, welcoming, and inclusive nonprofit cultural and science sector, making creative cultural experiences accessible for everyone in Olympia. **Deliverable:** Provide feedback and assistance as requested.	1 hour	1 hour	Ongoing	None

A Five-Year Municipal Art Plan for the City of Olympia

Introduction: Mission and Goals of the Olympia Arts Commission

1. The Municipal Art Plan: What and Why
2. Planning for Public Art
3. Project List for 2025
4. Planning Context
5. Other Activities
6. Summary Spreadsheet



Caption: Students from Thurgood Marshall Middle School Citizen Science Institute (CSI) Program with Teacher Tom Condon, visiting **Recomposing** by Abe Singer at Grass Lake Nature Park. CSI students participated in the development of the public art concept for the park.

Prepared by the Olympia Arts Commission, February 12, 2026

The Olympia Arts Commission advises City Council on the art experiences of diverse communities of this region, through programs and opportunities that pro-actively foster arts and cultural activity for every segment of the community.

The Commission's purpose is to promote and encourage public programs that further development, public awareness, and interest in fine, literary and performing arts and cultural heritage, and to advise City Council in connection with these. The Olympia Arts Commission (OAC) was created to provide expertise regarding the visual and performing arts and cultural heritage, and to reach out within and beyond the community to expand artistic and cultural programs and services for the community members of the Olympia area. (Olympia Municipal Code (OMC) 2.100.100, 2.100.110)

Supported by City staff, the OAC pursues this mission through a public art program that includes programming and events, services, outreach, education and networking, and the purchase, placement and maintenance of works of art in the community.

1. Municipal Arts Plan (MAP): What and Why

The MAP is the annual budget and spending plan for the Municipal Arts Fund, and it provides direction and accountability for the use of public resources in support of the arts.

City Ordinance calls for the OAC to "prepare and recommend to the City Council for approval a plan and guidelines to carry out the City's art program," (OMC 2.100.140) and notes that a municipal arts plan should prescribe the projects to be funded from the municipal arts fund. "*Municipal Arts Plan* means a plan outlining the City expenditures of designated funds for public art projects for a one-year period." (OMC 2.100.160)

Olympia's public art programs and purchases are funded through two sources: a $1 per capita allocation from the City's General Fund that was initiated in 1990, and a 1% for Art set-aside for new City construction projects over $500,000 in value. Funds from these sources are deposited in a Municipal Arts Fund (MAF). The MAP establishes budgets for public art projects undertaken by the City, whether in conjunction with new capital projects or independent of them. Projects range from small (less than $15k) to major (over $50k) installations involving design teams, and may include visual, literary and performing arts.

2. Planning for Public Art

The OAC develops an Annual Work Plan that details program initiatives and activities of the City's art program to promote the work of local artists and the arts within our community, and for the purchase of public art (including paid performances) to enhance and enliven the community. These public art investments are the focus of the MAP.

To develop funding projections for the MAP and budgets for individual projects, City Arts staff work with Parks and Public Works staff to identify projects that trigger the 1% for Art set-aside. These projects and their locations, impacts, and estimated public art budgets are reviewed and considered by the Arts Commission. The Commission generates a complete project list that includes planned capital-funded purchases as well as other projects identified in the Commission's Annual Work Plan.

This project list forms the core of the Municipal Art Plan, which the Commission then recommends to City Council for approval.

In developing plans for public art projects, a number of conditions and values are considered to determine the best use of available resources for the benefit of the arts and the community. As a starting point, capital project-generated funds are considered for art projects at or near the site of the construction to enhance the public improvement, or to mitigate for the impact of the improvements. For large design/build projects, staff has piloted a process where the consultant has been required to bring a public artist into the design team. This approach eliminates redundancies in the process and ensures the participation of a public artist at the ground floor of complex design/build projects. The 1% for Art Funds are maintained and used for public art in those specific design/build projects. The Arts Commission reviews and provides comment on the developing art component as part of the general project community outreach, and City Council approves the art design as a seamless part of the overall construction design. Current design/build projects include West Bay Park, Jolene Unsoeld Community Park, Rebecca Howard Park and Percival Landing.

The funding for art generated by small capital projects is often too small to be very effective. In these cases, funds from multiple projects may be combined, or $1 per capita funds added when available, to create a viable public art project budget. Balancing opportunities for multiple small projects versus fewer, more significant projects is an important planning consideration. Combining funds can bring a significant installation of public art to a capital improvement project that is too small to generate funds on its own, but which may be desirable because of location or community access. Until complete, priority for smaller projects or transportation related project funds will be directed toward completion of the eight projects that make up the Art Crossings Project. In selecting projects, programs and works of art, the OAC will consider how proposals accomplish the following:

- **Contribute to broad distribution of public art throughout Olympia.**
  Commissioners will consider the relative representation of art among City neighborhoods, and seek to distribute public art broadly throughout the community.
- **Provide for diverse forms of art within the public collection.**
  A wide range of style, media, subjects and viewpoints will offer perspective and interest for everyone.
- **Bring new ideas, innovation, or thinking to the community.** Encourage community conversation with focus on broader art experiences and culture and heritage focus.
- **Achieve a balanced City collection that includes a strong local base but also has regional and national reach.**
- **Ensure artwork is maintainable and safe.**
- **Ensure artwork is well-suited to chosen site or venue.**

3. Equity, Inclusion and Belonging

As an organization, the City of Olympia understands the power and influence government has to impact the daily lives of our residents, and the power to shape policies and practices that reduce inequities stemming from institutional and structural racism and oppression. In addition, the Parks, Arts and Recreation Department is committed to deepening engagement with underrepresented community members through creativity, innovation and relationship building to better provide a

parks, arts and recreation system where all Olympians feel they belong. For the public art program, this includes:

- Building jury panels where members bring diverse perspectives and/or life experience.
- Continuing to provide opportunities for any member of the public to help select artwork through community voting on Traffic Box Wraps and through the Percival Plinth Project.
- Pursuing additional outreach to underserved communities in public art planning processes, including most recently, Arts Crossing #3 and the Grass Lake Nature Park Project.
- Providing projects at multiple skill levels, so artists can grow into more complex projects.

4. Project List for 2026

The following slate of projects is diverse in arts disciplines and are located throughout Olympia. These investments in the arts support current and future endeavors, care for the collection we have and offer opportunities for local and regional artists, from youth through professional, to benefit the community and shared built environment. Together, this slate of initiatives will contribute to the creative and cultural arts in Olympia in the following ways:

- Expanding a diversity of the arts deeper into our neighborhoods and beyond the downtown core,
- Investing in the future of the arts and artists in our community, and showcasing their talent,
- Continuing with successful programs that are embraced by the community.

Squaxin Island Tribe Representation - $36,000 – “Mother of Restoration” Həʔapusˇ sqʷəbay" (Ha-push Squay-bay) by Andrea Wilbur Sigo was approved by City Council in 2024, and will be installed in downtown Olympia following site improvements to the location in 2026.

Traffic Box Wraps – $18,000 - In 2025, 10 new traffic wraps were installed in Olympia, with 10 more planned for 2026.

Music Out Loud - $3,000 – Funding for 9 street performances during the summer months. These originally were tied to three sidewalk mosaics in downtown Olympia, and have evolved into a partnership with the Olympia Downtown Alliance’s LoveOly event, keeping all three performances in their festival area.

Percival Plinth Project – $42,000 – This ongoing project hosts loaned sculpture (up to 18) for an exhibition of one year along Percival Landing. During the month of July, the public is invited to vote for the sculpture they wish for the City to purchase. Following the exhibition, that sculpture moves to City Hall for one year and then into a City park or facility.

Olympia Art Crossings - Sited at key "gateway" locations surrounding the downtown, creative works of art that reflect Olympia’s neighborhoods and community, and mark passage between downtown and surrounding neighborhoods. This budget launches project #4 in 2026, which will complete half of the eight total locations in the project. Acceptance of an NEA matching grant applied for in 2025 would allow for Art Crossing #5 to be developed at the same time.

Poet Laureate - $3,400 – Biennial Poet Laureate program, to promote poetry as an art form, expand access to the literary arts, connect the community to poetry, and promote poetry as a community voice that contributes to a sense of place. Funds cover an annual honoraria and small fund for

insurance, materials and supplies. Increased funds proposed for 2025 provides a small increase for reimbursable expenses of $250 a year, and a stipend increase of $400 a year.

Artist-In-Residence Program – $4,950 – Increased budget covers 3, three month drumming workshops over the course of a year, by three different instructors, to serve residents of Drexel House, Lotus Court and Unity Commons. Program to move forward in partnership with the PARC Foundation.

Murals in Parks Pilot Project - $10,000 – First pilot projects to take place at Yauger Park and Sunrise Park.

City Hall Exhibitions – $500 – This line item remains open to respond to costs for community exhibitions that arise. Recent exhibitions include Hummingbird Studios Quilt Exhibition, Welcome Blanket Project and Rebecca Howard portrait and planning documents. Staff have been approached by the Washington State University Extension office about a United Nations International Year of Rangelands and Pastoralists planned in 2026.

Arts Walk Cover Art - $2000 – Via competitive process, artists are selected each year to create a new artwork for use in marketing materials for spring and summer Arts Walk. The framed artwork becomes part of the City's public art collection. Budget increase would bring compensation for each image to $1000.

Kaiser Woods - $30,000 – This park is currently undeveloped but is slated to be Olympia's first park to have dedicated mountain biking trails. Project to engage youth of the Squaxin Island Tribe working under a master carver to create cedar sculptures interspersed throughout the site.

Daley Arts Center – The Armory Building is undergoing renovation for energy efficiency and public safety, 2025-2027. Renovation does not qualify for 1% for Art funding, so staff will apply for grants to develop public art on the site, as available.

4. Planning Context

Beginning in 2015 the OAC adopted a five-year budget planning horizon to allow a longer look ahead, facilitating planning for prospective capital projects that will be phased over several years, and for ongoing costs associated with others.

Taken together with the efforts described in the 2026 Work Plan, this 2026 budget and MAP reflect a continuing effort to build supportive social and practical infrastructure for the arts and artists in Olympia, supporting the creative energy that the arts bring to our community.

5. Other Activities

Maintenance and conservation efforts are necessary to preserve the integrity of the City's collection for the benefit of the community. 2025 saw major cleaning and resealing of "Walking on Land by Water" on West Bay Drive. Vehicular accidents caused damage to "Triumph of the Vegetables" and "Crossroads of Connection: Fruits" (Art Crossing #3), and in 2025 insurance and contracting processes began for repair and replacement, which will be completed in 2026. Two contracted foundation/pedestals are planned for 2025. Annual art cleaning/maintenance is completed with assistance of a part-time parks seasonal staff person.

Budget Summary and 5-Year Prospective (for Planning Purposes)

FIVE YEAR MUNICIPAL ART PLAN	2025 Actual	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
Available Fund Balance	**352,724**	**337,738**	**93,986**	**91,606**	**71,226**	**50,846**
Revenue Total	94,443	111,470	57,970	57,970	57,970	57,970
Interest Earnings	11,137					
$1 per Olympian	56,900	57,970	57,970	57,970	57,970	57,970
LBA Field 2 Renovation (1% for Art)	6,182					
Blvd Road Trail Crossing (1% for Art)	6,179					
Kaiser Woods (1% for Art)	14,045					
Art Crossing #3 (Restitution)		53,500				
Triumph of the Vegetables (Restitution)						
Expense Total	110,553	355,222	60,350	78,350	78,350	60,350
Admin/Maintenance Expenses	6,383	4,000	4,000	4,000	4,000	4,000
Project Costs	104,170	351,222	56,350	74,350	74,350	56,350
Squaxin Island Tribe Representation	8,000	36,000				
Murals in Parks		10,000				
Traffic Box Wrap (Fabricator search in 2024, 2027)	15,423	18,000		18,000	18,000	
Music Out Loud	1,100	3,000	3,000	3,000	3,000	3,000
Percival Plinth Project	37,209	42,000	42,000	42,000	42,000	42,000
Olympia Art Crossings		110,000				
City Hall Rotating Exhibition		500	500	500	500	500
Arts Walk Cover Purchase	1,500	1,500	2,000	2,000	2,000	2,000
Poet Laureate	2,750	3,400	3,400	3,400	3,400	3,400
Artist in Residence	1,088	4,950	4,950	4,950	4,950	4,950
Kaiser Woods Park Improvements		30,000				
Grass Lake Nature Park	22,000					
Contracted Conservation/Construction	13,476	91,372				
Insurance	500	500	500	500	500	500
Revenue - Expense	(14,986)	(243,752)	(2,380)	(20,380)	(20,380)	(2,380)

BPAC 2026-2027 Draft Work Plan

The BPAC participates in the development of plans and policies to make Olympia easier to walk, roll, and bike in. It meets six times per year.
The dates and time needed for each item may change. Should a plan or project arise for which BPAC feedback is requested, that topic may be added.

Date	Item	Type	Deliverable
5/20/2026	New member orientation (5pm)		
	Sidewalk repair policy	Briefing	Feedback to staff
	Engineering Design and Development Standards Updates	Discussion	Possible subcommittee
7/15/2026	Capital Facilities Plan	Briefing	Decision on approach to reviewing the CFP
	Grants	Briefing	
	Street Safety Plan	Briefing	
9/16/2026	Capital Facilities Plan	Discussion	Possible memo to Council
	Speed enforcement cameras	Briefing	Feedback to staff
	New member application questions	Decision	
11/18/2026	New member applications process	Decision	Decision on approach to reviewing new member applications
	Review BPAC's enabling ordinance	Decision	Possible subcommittee
	Officer elections	Decision	Committee officers elected for 2027
1/20/2027	New member applications recommendation	Decision	Recommendation to City Council
	Overview of upcoming capital projects	Briefing	
	2027-2028 work plan	Decision	Work plan to City Council
3/17/2027	Martin Way Corridor Project Scoping	Briefing	Feedback to staff

As needed, BPAC committee members may research the following topics:

Experiencing new infrastructure/feedback on completed projects
Places that haven't had city investment/network gaps
Other municipalities' sidewalk repair policies
Accessibility
West Olympia Access Project

Recommended by BPAC 1/21/26

Cultural Access Advisory Board 2026 Annual Work Plan - FINAL

CAAB Purpose

Deliver Program Goals. Advise City Council concerning processes, procedures, and criteria for carrying out the goals of the Cultural Access Program including goals regarding equity and access to cultural programs for all residents of the City.

Accountability. Ensure that expenditures of Olympia Cultural Access Program dollars follow the priorities and commitments made to voters by the City of Olympia.

Education. Support public communications and outreach.

Regular Meetings and Annual Board Activities

Meetings	☆ Council Deliverable	CAAB Activity
JANUARY 8		Finalize 2026 Workplan. Preview 12-month program calendar. Review public program highlights of quarterly reporting from programs. Receive program updates.
APRIL *Review Panels*		*Review Panels will not include a quorum of CAAB members. CAAB members serve as panelists to read, discuss, and score applications.*
MAY 20	☆	Prepare annual funding recommendation for City Council consideration, based on available funding and scored applications.
JULY 9 Board Retreat	☆	• Continuous Improvement analysis • Recommend program revisions: funding goals, guidelines, requirements, granting framework (odd years)
OCTOBER 8	☆	Review: Draft Annual Report; Work Plan for coming year; Highlights of current cohort quarterly reporting.

2026 Focus Areas and Benchmarks

1. **Review effectiveness toward achieving program funding goals including equity and access** by engaging in a Continuous Improvement analysis of the second Inspire Olympia cohort and their public programs. Recommend adjustments as needed to support equitable distribution of services within the community.
   Benchmarks: Analysis of funded cohort and public programs provided, examining who is funded and who is served, who may be missing or experiencing barriers, whether program funding goals are being addressed, and strategies for improvement.

2. **Support community outreach and accessibility of Inspire Olympia program for local nonprofits, and growth & development of funded cohort.**
   Benchmarks: # of new applicants; # of fiscally sponsored and new organizations; diversity of applicants; feedback from participating organizations program adjustments to facilitate participation. Capacity building offerings, participation numbers, and feedback from Inspire cohort. Program visibility in the community as a measure of public engagement and the effectiveness of program communications.

3. **Support Cultural Access Programs in Schools.**
   Benchmarks: # of IO organizations offering CAPS programs; # of students served; # of field trips provided; # of bus trips funded; # of in-school programs; growth in variety and types of experiences offered; targeted training opportunities for Inspire organizations, for educators. Feedback from teachers and district staff.

Board Organization

Officers	**Meetings**
Melissa Meade, Chair	4 Quarterly Meetings including a Board Retreat
Anne Larsen, Vice Chair	6-8 Review Panel Mtgs, Mar-Apr (no quorum)
	Ad Hoc Committee meetings as called (no quorum)

City Council Interaction

May - June	Annually: Funding Recommendations – Briefing for CLPS followed by Council Consideration
July - August	Odd years only: Adjustments to Funding Goals and Granting Structure, if needed – Briefing for CLPS followed by Council Consideration
Oct - Nov	Annual Report – Submit to City Manager and City Council; publish on Inspire webpage.

Design Review Board Work Plan 2026:

Meetings: occur twice a month on an as needed basis.

- Subcommittee meetings and special meetings will be scheduled as needed.

Staff Liaison: Jackson Ewing, Senior Planner: (360) 570-3776: jewing@ci.olympia.wa.us

Work Product / Deliverable	Schedule	Board /Staff Commitment	Budget Implications
Project Review: Review of project design for compliance with adopted design criteria through: Concept, Detail, or Combined review. Make recommendation on compliance to the review authority.	Regularly Occurring – every meeting.	Board Members: Should spent several hours evaluating code criteria and design features per project prior to the meeting. Staff: Provides helpful guidance to Board in the way of code review analysis and suggested conditions of approval if applicable. Staff should aim to spend less than 20 hours on documenting /presenting / preparing for the Board meeting.	Included in base budget. Application fees should result in 80% or better for staff time spent on preparing documents for the Board. Currently recovery is below the goals. While not relevant to the general fund, efforts are being made to improve cost recovery through improving efficiency and coordination.
Study Sessions/ Work Sessions: Staff and Board work together to find opportunities to schedule and learn about code applicability. Aim to hone skills, improve meeting flow, and efficiency. Evaluate past projects and recommendations against the end result of the constructed building.	1 to 2 times per year / as needed. Given high volume of new members, possibly more this year.	Board: 2-hour meetings and OPMA / PRA training requirements. Staff: Prep. for educational meetings – no more than 5 hours per event.	Included in base budget. With limited staff time, careful consideration of work priorities is needed.
Annual Retreat: Staff and Board work together to determine agenda. Retreat aims to celebrate successes, and include fun/ interesting presenters on various design topics.	End of calendar year.	Board: 10-15 hrs. of Board prep + 4 hrs. at the retreat Staff: 10-15 hrs. of prep and time at the retreat.	$20 per person for lunch, if applicable.

Work Product / Deliverable	Schedule	Board /Staff Commitment	Budget Implications
Design Featurettes: Short narratives on design topics with graphics to illustrate themes and concepts to be posted on the DRB Website and other medias as appropriate.	As time permits. One per member per year if desired.	Board: 4 hours per featurette, plus full board review. Staff: 1-2 hours per featurette: editing, uploading to web, distribution etc.	Included in base budget. With limited staff time, careful consideration of work priorities is needed. Printed materials would represent a minor expense if needed.
Awards of Merit: One or more Board members photograph completed and occupied projects. Staff assembles a review for Board, Board reviews and votes, Board members create an award and present the award(s) to recipients at City Council recognition meeting. Deliverable(s): Award Presentation at City Council, and possible additional exposure in an outreach campaign.	Three-year basis. At Board discretion. The process begins Oct 1; wraps up Nov 30, end of year City Council recognition mtg.	Board: 4 hours per award plus full board review. Staff: 1-2 hours per award: editing, uploading to web, distribution etc.	Minor staff time and board time required to complete.

Olympia Heritage Commission

2026 WORKPLAN

Mission:

"Identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning and preservation." **(OMC 18.12.055)**

Core Strategies:

Educate and Inspire	Partner, Promote and Collaborate	Integrate Preservation Best Practices in Good Government	Review and Permitting
• Heritage Month • Recognition Awards • Explore and encourage incentives • Special programs, events, tabling, tours • Build trust with owners, developers, contractors, realtors, & community	• ARCH • Community & Educational Org's • Heritage Org's • Local Businesses • Build relationships with Tribes & BIPOC community	• Input to City Planning efforts • Diversity, Equity & Inclusion • Heritage Commission Development • Research and Interpretation	• Timely review w/in permit process • Guidance for homeowners and contractors • Special Tax Valuation • Individual listings • District listings

Committees:

✓	✓	✓	✓
Marketing & Outreach	**All Committees**	**Policy, Ordinance & Guidance**	**Heritage Review**

Heritage Commission 2026 Projects



2026 Meeting Schedule: 5:30pm on 4th Wednesdays: Jan 28, Feb 25, March 25, April 22, May 27, July 22, Aug 26, Sept 23, Oct 28, November and December dates TBD

Activity	Task Detail for 2026	Schedule	Budget
Educate and Inspire: *Marketing & Outreach Committee*			
Heritage Month May 2026	Explore partnerships; A+H Awards and event	January to October	-0-
Community Engagement/Partnerships Events	OHC presence at Arts Walk, Arts+ Heritage Week, Walking tours, Neighborhood engagement	Ongoing	$50
Educational Workshop Series	Informational sessions on topics such as: Cyclical maintenance for historic homes, What is the Olympia Heritage Register, etc	Ongoing goal to host 3 sessions through 2026	As needed
Picnic Social	Build relationships and welcome new commissioners	Summer 2026	-0-
Integrate Preservation Best Practices in Good Government: *Policy, Ordinance and Guidance Committee*			
Heritage Commission Training	Plan new member orientation, 2026 retreat and development training for OHC including Climate initiatives, building materials, and board trainings	Schedule Retreat and training	$50 + Grant funds
Olympia Municipal Code (OMC) Ordinance Update	Participate in Staff update to OMC re: Historic Preservation and Cultural Resource Management	Ongoing through 2026	-0-
Equity in Historic Preservation Discussions	Equity training discussion on preservation, including intangible heritage assets and cultural landscapes	Ongoing	Grant required
Review and Permitting: *Heritage Review Committee*			
2026 Special Tax Valuation Applications	Review and recommend approval to City Council	Fall 2026	-0-
Explore National listings that should be listed in the Olympia Heritage Register	Talk with property owners, research properties and possible district boundaries, advocate to list districts and individual properties	March through December	CPED administration fund for plaques
Promote new listings	Advocate to list key properties around Olympia	April through December	-0-
Provide design guidance	Continue design consultations for historic properties, Evaluate OMC design guidelines and best practices for code updates as needed	Ongoing through 2026	-0-

2026 OMPD Board and Advisory Committee Work Plans

Updated February 9, 2026

BOARD: Tuesday, April 14, 2026, 5:30 PM, Council Chambers (Special Meeting)

- Annual elections for president and vice-president
- Approve 2026 Advisory Committee Work Plan
- Appoint New Community Advisory Committee Members

ADVISORY COMMITTEE: Wednesday, May 6, 2026, 6:00 PM, City Hall Room 207

- Welcome new advisory committee members
- Election of officers
- Prepare draft annual report to OMPD Board & City Council on compliance of 2025 funding levels.
- Watch OPMA video

POST ANNUAL REPORT FOR PUBLIC COMMENT (AUGUST)

ADVISORY COMMITTEE: Wednesday, October 7, 2026, 6:00 PM, City Hall Room 207

- Review public feedback on draft annual report and finalize report
- 2027 Preliminary Budget Preview - Draft letter to be presented at October OMPD Board meeting regarding OPARD's proposed operating and capital budgets' compliance with the Interlocal Agreement

BOARD: Tuesday, October 27, 2026, 5:30 PM, Council Chambers (Special Meeting)

- Presentation of the Advisory Committee's letter regarding 2025 Annual Report
- Presentation of 2027 preliminary OMPD budget
- Public Hearing on 2027 preliminary budget
- Public Hearing on 2027 Ad Valorem Tax

BOARD: Tuesday, November 17, 2026, 5:30 PM, Council Chambers

- Approval of Resolution Setting the 2027 Ad Valorem Tax
- Approval of Resolution adopting the 2027 budget

November 30, 2026 – County deadline to receive 2027 Ad Valorem Tax resolution and budget

DRAFT - - Olympia Planning Commission - 2026 Work Plan
(April 1, 2026 to March 31, 2027)

The Planning Commission (OPC) is expected to hold approximately 21 regular meetings and may conduct an optional retreat during this period. Special meetings may be held and subcommittees may be formed. The staff liaison is Casey Schaufler, Associate Planner, cschaufl@ci.olympia.wa.us, 360.753.8254.

Section 1: Policy Issues
Commission recommendations on many of these items are forwarded to the City Council. Recommendations may be conveyed in writing, directly by the Commission chair or a delegate, or by City staff. Approximately 75% of commission effort.

#	Title and Description	Anticipated Outcome from OPC	Schedule *(Estimated start & completion)*
1.1	**2025 Olympia Municipal Code Amendments**	Minor code updates	Briefing, Public Hearing, and Deliberations. Est. Feb-Mar.
1.2	**Review Capital Facilities Plan (CFP)** Review the Preliminary CFP, hold a public hearing, and identify whether proposals comply with the adopted Comprehensive Plan.	Public hearing and comment letter to City Council.	Est. 1-2 full OPC mtgs + 3 subcommittee mtgs: Aug - Oct
1.3	**Zoning Map and Development Code Text Amendments** *(if proposed)* Review of privately proposed, staff-initiated, or Council-initiated amendments to the City's development regulations not referenced above.	Public hearing and recommendation to City Council.	TBD
1.4	**Subdivision Code Update** Review of proposed ordinance to implement Middle Housing changes.	Public hearing and recommendation to City Council.	March/April
1.5	**Sidewalk Repair & Maintenance Policy**	Comment letter, possible public hearing and recommendation.	May
1.6	**Commercial Minimum Parking Standards** Review of proposed ordinance to implement statewide changes to parking standards.	Public hearing and recommendation to City Council.	May
1.7	**Critical Areas Ordinance Update** Review of proposed ordinance to reflect current state law and best available science practices..	Public hearing and recommendation to City Council.	May

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1.8	**SEPA Categorical Exemptions** Review of proposed ordinance to reflect current state law and best available science practices.	Public hearing and recommendation to City Council.	May
1.9	**Manufactured Home Communities Preservation** Review of proposed ordinance.	Public hearing and recommendation to City Council.	September

SECTION 2: Optional Program Implementation and/or Input to Council or Staff

As programs are developed and implemented and code amendment proposals and administrative procedures refined, staff often consults with the Commission for their input and perspective. These items comprise approximately 5% percent of commission work effort.

#	Title and Description	Anticipated Outcome from OPC	Schedule
2.1	**Subarea/Neighborhood Plan** *(if proposed)* Review of draft Subarea Plan if any initiated by City Council	Comments to staff and neighborhood work group; optional recommendation to Council	TBD
2.2	**Urban Forest Management Plan**	Comments and recommendations to staff	TBD

SECTION 3: Administrative Activities

In addition to its role in providing input on policy and program implementation, the Commission reviews and approves its work plan on an annual basis. Other activities may include an annual retreat and meeting with other organizations. These items comprise approx. 5 % percent of commission work effort.

#	Title and Description	Schedule
3.1	**Organizational Retreat** *(optional)* Focus on improving Commissioner relationships, procedures, or on topics of interest that allow more time for discussion	May/June
3.2	**Preparation of 2027 - 2028 Work Plan** Time allotted for proposing and discussing work items for following year	TBD

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SECTION 4: Informational Briefings

The Commission seeks to be a well-informed and effective advisory body. The activities below are intended to improve Commission information and knowledge necessary to fulfill its role. These items comprise approximately 10% percent of commission work effort. The Commission may not complete all of the briefings, as they are the first items to be displaced when time is needed for higher priority work items. Briefings are generally 30 minutes per topic.

#	Title and Description	Dept.
4.1	Street Conditions Update	Public Works
4.2	Land Use as Climate and Housing Action - explore different scenarios of missing middle housing development to meet housing needs and address climate challenges	OPC – G. Quetin
4.3	Downtown Parking and Parking Garages - Update regarding parking in Olympia's downtown (Downtown Parking Strategy) and strategies to evaluate how best to use the valuable space on public curbs. Additionally, Planning Commission-led discussion of the pros/cons of parking garages and providing regulations to help make them adaptable under different future use scenarios	PW, G. Quetin
4.4	Planning for Disability - How the built environment interacts with planning and design decisions	D. Garcia
4.5	Planning for Safety - In Olympia, 1% of lane miles downtown account for 15% of pedestrian accidents and fatalities. Road deaths in Washington reached a 33-year high in 2023. Statewide, 810 people were killed in crashes involving a motor vehicle in 2023, a 33-year high. That's up from 743 in 2022, and nearly double from 2014, when 462 people were killed in traffic.	D. Garcia
4.6	Alleys and Reuse - Provide a briefing on how other downtowns have reused their alleys for more productive uses.	PW, D. Garcia
4.7	Multi Family Tax Exemption briefing - Briefing on how other similarly sized cities have used the MFTE	CPED, D. Garcia
4.8	Why other cities ditched their parking minimums - Recently, many other WA cities have ditched their parking mandates. What can Olympia learn from what other cities are doing? Examples: Port Townsend, Spokane, Bellingham, Shoreline.	D. Garcia
4.9	ADA Street Parking Update. If possible, include InterCity Transit on ADA options and planning.	CPED, PW
4.10	Week Without Driving/Commute Trip Reduction/Transportation Master Plan Updates	Community, PW, TRPC
4.11	InterCity Transit – System Update	IT, PW

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DRAFT-- Parks and Recreation Advisory Committee Work Plan -- April 2026 through March 2027

Month	Title/Description	Staff	Time Needed	PRAC Action
4/16/26	OPARD 2025 Performance Metrics	Sylvana Niehuser	30 minutes	Briefing and Feedback to Staff
	Parks, Arts & Recreation Plan- Public Engagement Plan	Laura Keehan	30 minutes	Briefing and Feedback to Staff
5/21/26	Letters of Support for RCO Grant Projects	Sarah Giannobile	30 minutes	Letters of Support
	OPARD Equity, Inclusion & Belonging Program Update	Olivia Salazar de Breaux	20 minutes	Briefing and Feedback to Staff
	OPARD Staff-driven Projects	John Wolfe	25 minutes	Briefing and Feedback to Staff
6/18/26	Park Ranger Program Briefing	Amy Stull	20 minutes	Briefing and Feedback to Staff
	Japanese Garden Relocation Project	Laura Keehan	30 minutes	Briefing and Feedback to Staff
JULY 2026 - NO MEETING				
8/20/26	Capital Facilities Plan (CFP)	Tammy LeDoux	20 minutes	Briefing and Feedback to Staff
	Capital Asset Management Program (CAMP)	Melissa McFadden	20 minutes	Briefing and Feedback to Staff
9/17/26	Capital Facilities Plan	Tammy LeDoux	15 minutes	Recommendation to Council
	Capital Asset Management Program (CAMP)	Melissa McFadden	15 minutes	Recommendation to Council

10/15/26	Olympia Downtown Waterfront Vision (Percival Landing) Briefing	Sylvana Niehuser	30 minutes	Briefing and Feedback to Staff
NOVEMBER & DECEMBER 2026 - NO MEETINGS				
1/21/27	Screening New PRAC Member Applications	Laura Keehan	30 minutes	Recommend Interviewees to Council CLPS Committee
	PRAC Workplan Review	Laura Keehan	15 minutes	Review draft workplan and forward to Council CLPS Committee
	Chair, Vice-chair and OMPC Advisory Committee Appointments	Laura Keehan	15 minutes	PRAC Members Vote
FEBRUARY 2027 - NO MEETING				
3/18/27	Parks, Arts & Recreation Plan Update	Laura Keehan	30 minutes	Briefing and Feedback to Staff
As Needed	Participation in groundbreakings and dedications	N/A	45 minutes	Attendance is Optional

Social Justice & Equity Commission

2026-2027 Work Plan

Staff Liaison: Margo Morales, Community Engagement Program Specialist
Work Location: City Hall – 4th Floor

Social Justice & Equity Commission Purpose: Eliminate racism and fulfill human rights for a just and equitable Olympia for all people.

Introduction: At the Commission's 2025 retreat they identified four main action areas with five strategies for responding to the data collected in the Experiences of Discrimination report. Those focus areas and strategies related to the Experiences of Discrimination report have informed the priorities of this workplan.

Work Plan Items

1. **What: Reimagining Public Safety**
   Description: In 2022 Council formally accepted a list of goals and recommendations around the City's municipal public safety system. Since then several recommended actions have been taken by the various departments within the system, but have not been effectively tracked or reported to the council or community. In 2026 staff will be working on updates for City Council on what progress has been made toward the identified goals of the Reimagining Public Safety recommendations, and what identified actions have been carried out by the various parts of the municipal public safety system. Staff will brief the Commission on what has already been completed and seek their community member perspectives on prioritization of remaining action items identified in the Reimagining Public Safety recommendations. Staff would also like to enlist support of the commission in community education efforts about Reimagining Public Safety.

   Timeframe: Q2 / Q3
   Deliverables:
   - Recommendations for prioritization of remaining actions identified by the Reimaging Public Safet work group.
   - Community engagement – Individual and group conversations around the community impact and experiences of reimagining public safety.

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2. **What: Community Engagement**

   The City contracted with a consultant to provide recommendations on community engagement and ways to improve the use of advisory bodies to inform the City's work. As the Consultant provides their recommendations, the Commission will assist with this work by providing community perspectives on how we ensure diverse representation through our public engagement, reach people where they are at, and invest in relational engagement and build trust.

   Timeframe: Q2 / Q3
   Deliverable: Input on City's engagement guidance for staff. More definition around the commission's role in engagement. Commission taking a more active role in strengthening relationships with community.

3. **What: Experiences of Discrimination**

   Description: The Commission worked with a consultant team to assess experiences of discrimination in Olympia. The report shares insights into what kinds of discrimination are occurring in our city, how often, and how that may look to different marginalized groups. The Commission will build upon discussions from their 2025 retreat and the findings of the report to continue their work on this topic in 2026.

   Timeframe: Q4
   Deliverables: Scoping what is City's role in responding and what is the commission's role. Scoping includes identifying what the city is already doing and where there are gaps.

4. **Council Referrals**

   The Commission will hold space in their annual work plan for items referred to them by the City Council. In the Commission's experience thus far, the most meaningful referred items have been those in which the following applies:
   - There is a clearly defined problem the Commission is being asked to address.
   - There is a clearly defined timeline and scope for the Commission.
   - The Commission can make a meaningful contribution to a systems level change through leveraging of Commissioner depth of knowledge, lived experience, and diversity of perspectives to solve problems.
   - When possible, the Commission is involved in the work item from beginning to end.

Commission Meeting Schedule

Social Justice & Equity Commission

The Social Justice & Equity Commission will use an alternative approach to establishing a meeting schedule for the 2026-2027 work plan.

Commission's meeting schedule will be co-created with Commissioners to accommodate a more focused work plan and align with criteria established in their guiding framework.

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City of Olympia
Utility Advisory Committee (UAC) 2026-2027 Work Plan

NOTE: Meetings are first Thursday of the month unless otherwise noted on the UAC's webpage.

Month	Request/Description	Staff	Time Needed	UAC Action
April 2026	Consultant Financial Rate Study - Scope of Work (wet utilities)	Susan Clark	45 minutes	Briefing
May 2026	Climate Change/Sea Level Rise Update	Climate Program Staff	30 minutes	Briefing
	Tour of City Maintenance Center	PW Staff	45 minutes	None
June 2026	LOTT - State of Utility	LOTT Staff	45 minutes	Briefing
	City - State of the Utilities	Utility Staff	45 minutes	Briefing
	Financial Rate Study Update (wet utilities)	Consultant/Susan Clark	45 Minutes	Briefing
No Meetings July and August				
September 2026	Preliminary Discussion on 2027 Utility Operating Budgets, Rates, and General Facility Charges	Utility Directors	45 minutes	Briefing
	Capital Facilities Plan	Susan Clark/Mike Vessey	45 minutes	Briefing
October 2026	Drainage Manual Update	James Patton	30 Minutes	Briefing
	2027 Utility Operating Budgets, Capital Facility Plan, Rates, and General Facility Charges	Utility Directors	60 minutes	Review and provide feedback to Council in budget/rate letter
November 2026	National Pollutant Discharge & Elimination System (NPDES) Reporting & Stormwater Management Action Plan (SMAP)	Susan McCleary/Kym Foley	45 minutes	Briefing
	Urban Forestry Management Plan Update	Kym Foley/Leanne Wells	20 Minutes	Briefing
	UAC Officer Elections	UAC Liaison	15 minutes	Motion to elect officers
No Meetings December and January				
February 2027	Drainage Manual	James Patton	45 minutes	Recommendation
	Initial Discussion on UAC Work Plan 2027-2028	UAC Liaison	40 minutes	Review and provide feedback to staff
March 2027	Financial Rate Study Update (wet utilities)	Consultant/Susan Clark	45 Minutes	Briefing
	Finalize UAC 2027-2028 Work Plan	UAC Liaison	20 minutes	Review and approve. Submit to Council's Community Livability and Public Safety Committee (CLPS)

To be covered during Announcements (as updates are available)

PFAS (Per-and polyfluoroalkyl substances) and other contaminates of emerging concern for drinking water.

Yellow shading indicates items that require UAC action.

Council-Appointed Advisory Body Work Plans

Community Livability and Public Safety Committee

March 25, 2026

Olympia

Background

- Timeline: April 1, 2026 – March 31, 2027

- Following bodies are not included:
  - Community Policing Board
  - Youth Council
  - Lodging Tax Advisory Committee
  - Independent Salary Commission

- Work presented by Focus Area. Overview does not include routine work:
  - Chair and Vice-Chair elections
  - Team building gatherings/retreats
  - Work plan development
  - New member application review

Public Safety

Ensure that all Olympians feel safe and receive reliable, compassionate care.

Work Plan Items

- Reimagining Public Safety – Recommendations to Staff (Social Justice & Equity Comm.)*
- Speed Limit Enforcement Cameras – Recommendations to Staff (Bicycle, Pedestrian Adv. Comm.)*

Informational Briefings

- Planning for Safety – Pedestrian Safety (Planning Commission)
- Street Safety Plan (Bicycle & Pedestrian Advisory Committee)

** City Council 2026 Work Plan Topic*

Community Livability

Enrich quality of life and foster belonging for all who live, work or spend time in Olympia.

Work Plan Items

- Experiences of Discrimination Findings – Recommendations to Council (Social Justice & Equity Comm.)*
- 2026 Municipal Art Plan – Recommendations to Council (Arts Commission)
- Public art for park development projects – Recommendations to Staff (Arts Commission)*
- 2026 Music Out Loud Project – Recommendations to Olympia Downtown Association (Arts Commission)
- Arts Walk Cover Artist – Recommendations to Staff (Arts Commission)
- Yashiro Japanese Garden Relocation - Recommendations to Staff (Parks & Rec. Adv. Committee)*
- Recreation and Conservation Office Grants - Projects Letters of Support (Parks & Rec. Adv. Committee)
- Parks Equity, Inclusion & Belonging Program Update – Recommendations to Staff (Parks & Rec. Adv. Committee)
- Educational Workshops (Heritage Commission)

** City Council 2026 Work Plan Topic*

Environmental Stewardship

Preserve and enhance Olympia's natural resources.

Work Plan Items

- Drainage Manual – Recommendations to Staff (Utility Advisory Committee)

Informational Briefings

- Climate Change/Sea Level Rise Update (Utility Advisory Committee)
- Urban Forestry Management Plan Update (Utility Advisory Committee)
- National Pollutant Discharge Elimination System (Utility Advisory Committee)
- Reporting & Stormwater Management Action Plan (Utility Advisory Committee)
- Land Use as Climate and Housing Action (Planning Commission)

** City Council 2026 Work Plan Topic*



Economy

Promote a thriving and diversified economy with pathways to prosperity for everyone.

Work Plan Items

- Cultural Access Funding – Recommendations to Council (Cultural Access Advisory Board)
- Cultural Access Program Revisions – Recommendations to Council (Cultural Access Advisory Board)
- 2026 Special Tax Valuation Applications – Recommendation to Council (Heritage Commission)

** City Council 2026 Work Plan Topic*



Organizational Excellence

Deliver exceptional services and programs that are responsive to the needs of the community.

Work Plan Items

- Council Appointed Advisory Committees – Recommendations to Staff (Social Justice & Equity Comm.)*
- 2027 Preliminary Parks Budget Review – Recommendations to Council (Olympia Metro Park District Advisory Committee)
- Annual Parks Funding Compliance Report – Submit to Olympia Municipal Park District Board (Olympia Metro Park District Advisory Committee)

** City Council 2026 Work Plan Topic*

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Work Plan Items

- Design Awards of Merit – Recommendations to Council (Design Review)
- Project Design Review – Recommendations to Staff (Design Review)
- Utility Rate Recommendations – Recommendations to Council (Utility Advisory Committee)
- Capital Facilities Plan – Recommendations to Council (Utility Advisory Committee, Parks & Recreation Advisory Committee, Bicycle & Pedestrian Advisory Committee, Planning Comm.)*
- Capital Asset Management Program (CAMP) – Recommendations to Staff and Council (Parks & Recreation Advisory Committee)
- Martin Way Corridor Scoping Project – Recommendations to Staff (Bicycle & Pedestrian Advisory Committee)
- Historic Preservation Code Updates – Recommendations to Staff (Heritage Commission)
- Downtown Waterfront Visioning – Recommendations to Staff (Parks & Recreation Advisory Committee)*

** City Council 2026 Work Plan Topic*

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Work Plan Items

- Sidewalk Repair Policy – Recommendations to Staff and Council (Bicycle & Pedestrian Advisory Committee, Planning Commission)*
- SEPA Categorical Exemptions – Recommendations to Council (Planning Commission)*
- Commercial Minimum Parking Standards – Recommendations to Council (Planning Commission)*
- Subdivision Code Update – Recommendations to Council (Planning Commission)*
- 2025 Olympia Municipal Code Amendments – Recommendations to Council (Planning Commission)

** City Council 2026 Work Plan Topic*

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Informational Briefings

- Financial Rate Study (Utility Advisory Committee)
- LOTT – State of Utility (Utility Advisory Committee)
- InterCity Transit System Update (Planning Commission)
- Parking Strategies – ADA Street, Downtown, Parking Minimums (Planning Commission)
- Equity in Historic Preservation (Heritage Commission)
- Multi Family Tax Exemptions (Planning Commission)

** City Council 2026 Work Plan Topic*

Staff Recommendation

Move to approve the 2026 Council Appointed Work Plans and forward to the full Council for consideration


Thank you
Olympia™

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

City Council

Approval of the 2026 Civilian Police Auditor Work Plan

Agenda Date: 4/14/2026
Agenda Item Number: 4.D
File Number:26-0274

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

Title
Approval of the 2026 Civilian Police Auditor Work Plan

Recommended Action
Committee Recommendation:
The Community Livability and Public Safety Committee recommends approval of the Civilian Police Auditor work plan for 2026.

City Manager Recommendation:
Move to approve the 2026 Civilian Police Auditor work plan.

Report
Issue:
Whether to approve the 2026 Civilian Police Auditor work plan.

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. From those recommendations, the City established a new Community Policing Board (Board). The purpose of the Board is to ensure accountability and transparency of the Olympia Police Department and to serve as community representatives, providing community perspectives on the work of the Civilian Police Auditor (Auditor).

The SJEC recommendations also included enhancements to the role of Auditor. 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. An enhancement

to the Auditor's role is the requirement to develop an annual work plan to be approved by the City Council. The work plan outlines the policies, training, and other key issues of interest that the Auditor intends to review over the course of the year.

This is the first year the Auditor has been required to develop a work plan for the coming year informed by findings from their 2025 draft annual report and that aligned with their scope of work. On March 12, 2026, the Board had an opportunity to review and discuss the draft work plan with the Auditor. Feedback from that discussion was considered by the Auditor to further refine their workplan. Highlights from the Board's discussion were captured in an attached comment letter for consideration.

On March 25, 2026 the Community Livability and Public Safety Committee (CLPS) reviewed Auditor's 2026 work plan, along with comments from the Board. CLPS unanimously recommended forwarding the Auditor's work plan to the full City Council for approval.

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. The development of an annual Auditor work plan responds to community requests and helps guide the Auditor's work, ensuring that it is responsive to community concerns and is guided by findings from recent audit cycles.

Neighborhood/Community Interests (if known):
There's broad community interest in community involvement in law enforcement oversight, including the role work of the Auditor. The updated requirement of the Auditor to submit an annual work plan will help community members to be more informed about the Auditor's work, and how findings from past reports are guiding future policy and procedural recommendations.

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.

Options:
1. Move to approve the 2026 Civilian Police Auditor Work Plan.
2. Provide feedback and direct the Civilian Police Auditor to return at a later date with a new work plan. This would delay the start of the Civilian Police Auditor's proactive policy review for 2026.
3. Do not approve the Civilian Police Auditor Work Plan for 2026. This will limit their ability to provide the full range of services outlined in their scope of work.

Attachments:
Civilian Police Auditor 2026 Work Plan
Community Policing Board Comment Letter

ARTS COMMISSION – 2026/27 Work Plan

During 2026/27, the Arts Commission will hold full meetings on the second Thursday of each month. In addition to full committee meetings, project-specific subcommittees may meet at other times.

Section 1 – 2026/27 Policy and Program Recommendations to City Council

Consistent with past practice, committee recommendations are forwarded to the Community Livability and Public Safety Committee and/or full Council as part of the staff report for relevant Council agenda items, as an attached memo authored by the Chair or committee and/or presentation by the Chair at a Council meeting. Staff estimates that there is sufficient professional and administrative staff time to accomplish the policy recommendation staff support to the committee in 2026/27.

Professional staff liaison for the Arts Commission is Stephanie Johnson.

Estimated Percent of Overall Committee Effort: 52%

Title **Description**	**Committee Lead & Commitment**	**Staff Commitment**	**Schedule**	**Budget Implications**
	Committee hours, not individuals.	*Hours reflect working with the committee, not total project staff time.*	*Estimated completion.*	
1.1 2026 Municipal Art Plan to City Council **Description**: As part of the 2026 Work Plan process, recommend plan for 2026 $1 per capita funds and any potential capital projects where 1% for Art funds might apply. **Deliverable**: Recommend 2026 Municipal Art Plan to City Council, along with 2026 Work Plan.	2 hours	2 hours	March	Municipal Art Fund

1.2 Commission Retreat/Work Session **Description**: Spring retreat to welcome new members, and fall retreat for work plan review and development. **Deliverable**: Complete the retreats	4 hours	4 hours	June/October	None
1.3 Public Art Projects Individual and ongoing projects seeking Council approval as described more fully in the Municipal Art Plan, including (but not limited to): • Percival Plinth Project • Olympia Art Crossings • Murals in Parks Pilot • Traffic Box Wraps • Squaxin Island Tribal Representation • Poet Laureate • Artist in Residence Program • Grass Lake Nature Park • Kaiser Woods Park • Daley Arts Center Public Art • Gifts of Art **Deliverable:** Engage the community through the arts around transformative topics. Strive to address City issues such as equity and climate engagement through the arts and/or through the public art process.	6 hours	6 hours	Ongoing	See Municipal Art Plan

Section 2 - 2026/27 Arts Program Support

Arts Commission members provide valuable volunteer assistance to accomplish the City's annual arts program. Also, as programs are implemented and administrative procedures developed, staff often consults with Commissioners for their input and perspective. Input from the Commission is considered by staff in implementing the program or policy.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2026/27 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 26%

Title ***Description***	**Committee Lead and Commitment**	**Staff Commitment**	**Schedule**	**Budget Implications**
	Committee hours, not individuals.	*Hours reflect working with the committee, not total project staff time.*	*Estimated completion.*	
2.1 Arts Walk Spring and Fall 2026 **Description**: Provide ongoing support for Arts Walk event. Support efforts to include arts and artists in the downtown strategy area. Making spaces for art available to all people by encouraging development of community relationships to make space accessible to the creative community. **Deliverable**: Provide feedback and assistance as required. Approve Arts Walk cover artist recommendations.	2 hours	2 hours	April and October	General Fund and Municipal Art Fund - $2000

2.2 Music Out Loud **Description:** Honoring past musicians and celebrating today's performing artists, this project pairs sidewalk mosaics in downtown Olympia with performances in association with LoveOly. **Deliverable:** Summer 2026 performances.	1 hour	1 hour	TBD	Municipal Art Fund - $3,000
2.3 Park Development Public Art Support **Description:** For identified large design/build projects when a public artist in included in the design team, provide feedback on developing public art components for projects such as Yelm Highway Community Park, West Bay Park, Rebecca Howard Park and Percival Landing. Per the Municipal Art Plan, funds stay in the project budgets, and the public art components move along with the entire development process, including community meetings and Council approval. **Deliverable:** Provide feedback and assistance as required.	3 hours	3 hours	Ongoing	1% for the Arts project funding

Section 3 - 2026/27 ARCH Support

The Olympia Arts Commission works to support the City's efforts to strengthen the Arts, Cultures and Heritage (ARCH) components of our community.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2026/27 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 22%

Title ***Description***	**Committee Lead and Commitment**	**Staff Commitment**	**Schedule**	**Budget Implications**
	Committee hours, not individuals.	*Hours reflect working with the committee, not total project staff time.*	*Estimated completion.*	
3.1 ARCH Overview and Update **Description:** Update on general staff Arts, Cultures & Heritage efforts. Update on Creative District and Indie Music History project efforts. **Deliverable:** Provide greater understanding of Arts, Cultures & Heritage support across the City and follow projects as they move into the community.	2+ hours	2+ hours	Ongoing	None
3.2 Daley Arts Center **Description:** Support City in development of the Daley Arts Center. **Deliverable:** Provide feedback and assistance as requested.	1 hours	1 hours	Ongoing	None

3.4 Inspire Olympia **Description:** Support public funding that sustains a healthy, visible, welcoming, and inclusive nonprofit cultural and science sector, making creative cultural experiences accessible for everyone in Olympia. **Deliverable:** Provide feedback and assistance as requested.	1 hour	1 hour	Ongoing	None

A Five-Year Municipal Art Plan for the City of Olympia

Introduction: Mission and Goals of the Olympia Arts Commission

1. The Municipal Art Plan: What and Why
2. Planning for Public Art
3. Project List for 2025
4. Planning Context
5. Other Activities
6. Summary Spreadsheet



Caption: Students from Thurgood Marshall Middle School Citizen Science Institute (CSI) Program with Teacher Tom Condon, visiting **Recomposing** by Abe Singer at Grass Lake Nature Park. CSI students participated in the development of the public art concept for the park.

Prepared by the Olympia Arts Commission, February 12, 2026

The Olympia Arts Commission advises City Council on the art experiences of diverse communities of this region, through programs and opportunities that pro-actively foster arts and cultural activity for every segment of the community.

The Commission's purpose is to promote and encourage public programs that further development, public awareness, and interest in fine, literary and performing arts and cultural heritage, and to advise City Council in connection with these. The Olympia Arts Commission (OAC) was created to provide expertise regarding the visual and performing arts and cultural heritage, and to reach out within and beyond the community to expand artistic and cultural programs and services for the community members of the Olympia area. (Olympia Municipal Code (OMC) 2.100.100, 2.100.110)

Supported by City staff, the OAC pursues this mission through a public art program that includes programming and events, services, outreach, education and networking, and the purchase, placement and maintenance of works of art in the community.

1. Municipal Arts Plan (MAP): What and Why

The MAP is the annual budget and spending plan for the Municipal Arts Fund, and it provides direction and accountability for the use of public resources in support of the arts.

City Ordinance calls for the OAC to "prepare and recommend to the City Council for approval a plan and guidelines to carry out the City's art program," (OMC 2.100.140) and notes that a municipal arts plan should prescribe the projects to be funded from the municipal arts fund. "*Municipal Arts Plan* means a plan outlining the City expenditures of designated funds for public art projects for a one-year period." (OMC 2.100.160)

Olympia's public art programs and purchases are funded through two sources: a $1 per capita allocation from the City's General Fund that was initiated in 1990, and a 1% for Art set-aside for new City construction projects over $500,000 in value. Funds from these sources are deposited in a Municipal Arts Fund (MAF). The MAP establishes budgets for public art projects undertaken by the City, whether in conjunction with new capital projects or independent of them. Projects range from small (less than $15k) to major (over $50k) installations involving design teams, and may include visual, literary and performing arts.

2. Planning for Public Art

The OAC develops an Annual Work Plan that details program initiatives and activities of the City's art program to promote the work of local artists and the arts within our community, and for the purchase of public art (including paid performances) to enhance and enliven the community. These public art investments are the focus of the MAP.

To develop funding projections for the MAP and budgets for individual projects, City Arts staff work with Parks and Public Works staff to identify projects that trigger the 1% for Art set-aside. These projects and their locations, impacts, and estimated public art budgets are reviewed and considered by the Arts Commission. The Commission generates a complete project list that includes planned capital-funded purchases as well as other projects identified in the Commission's Annual Work Plan.

This project list forms the core of the Municipal Art Plan, which the Commission then recommends to City Council for approval.

In developing plans for public art projects, a number of conditions and values are considered to determine the best use of available resources for the benefit of the arts and the community. As a starting point, capital project-generated funds are considered for art projects at or near the site of the construction to enhance the public improvement, or to mitigate for the impact of the improvements. For large design/build projects, staff has piloted a process where the consultant has been required to bring a public artist into the design team. This approach eliminates redundancies in the process and ensures the participation of a public artist at the ground floor of complex design/build projects. The 1% for Art Funds are maintained and used for public art in those specific design/build projects. The Arts Commission reviews and provides comment on the developing art component as part of the general project community outreach, and City Council approves the art design as a seamless part of the overall construction design. Current design/build projects include West Bay Park, Jolene Unsoeld Community Park, Rebecca Howard Park and Percival Landing.

The funding for art generated by small capital projects is often too small to be very effective. In these cases, funds from multiple projects may be combined, or $1 per capita funds added when available, to create a viable public art project budget. Balancing opportunities for multiple small projects versus fewer, more significant projects is an important planning consideration. Combining funds can bring a significant installation of public art to a capital improvement project that is too small to generate funds on its own, but which may be desirable because of location or community access. Until complete, priority for smaller projects or transportation related project funds will be directed toward completion of the eight projects that make up the Art Crossings Project. In selecting projects, programs and works of art, the OAC will consider how proposals accomplish the following:

- **Contribute to broad distribution of public art throughout Olympia.**
  Commissioners will consider the relative representation of art among City neighborhoods, and seek to distribute public art broadly throughout the community.
- **Provide for diverse forms of art within the public collection.**
  A wide range of style, media, subjects and viewpoints will offer perspective and interest for everyone.
- **Bring new ideas, innovation, or thinking to the community.** Encourage community conversation with focus on broader art experiences and culture and heritage focus.
- **Achieve a balanced City collection that includes a strong local base but also has regional and national reach.**
- **Ensure artwork is maintainable and safe.**
- **Ensure artwork is well-suited to chosen site or venue.**

3. Equity, Inclusion and Belonging

As an organization, the City of Olympia understands the power and influence government has to impact the daily lives of our residents, and the power to shape policies and practices that reduce inequities stemming from institutional and structural racism and oppression. In addition, the Parks, Arts and Recreation Department is committed to deepening engagement with underrepresented community members through creativity, innovation and relationship building to better provide a

parks, arts and recreation system where all Olympians feel they belong. For the public art program, this includes:

- Building jury panels where members bring diverse perspectives and/or life experience.
- Continuing to provide opportunities for any member of the public to help select artwork through community voting on Traffic Box Wraps and through the Percival Plinth Project.
- Pursuing additional outreach to underserved communities in public art planning processes, including most recently, Arts Crossing #3 and the Grass Lake Nature Park Project.
- Providing projects at multiple skill levels, so artists can grow into more complex projects.

4. Project List for 2026

The following slate of projects is diverse in arts disciplines and are located throughout Olympia. These investments in the arts support current and future endeavors, care for the collection we have and offer opportunities for local and regional artists, from youth through professional, to benefit the community and shared built environment. Together, this slate of initiatives will contribute to the creative and cultural arts in Olympia in the following ways:

- Expanding a diversity of the arts deeper into our neighborhoods and beyond the downtown core,
- Investing in the future of the arts and artists in our community, and showcasing their talent,
- Continuing with successful programs that are embraced by the community.

Squaxin Island Tribe Representation - $36,000 – “Mother of Restoration” Həʔapusˇ sqʷəbay" (Ha-push Squay-bay) by Andrea Wilbur Sigo was approved by City Council in 2024, and will be installed in downtown Olympia following site improvements to the location in 2026.

Traffic Box Wraps – $18,000 - In 2025, 10 new traffic wraps were installed in Olympia, with 10 more planned for 2026.

Music Out Loud - $3,000 – Funding for 9 street performances during the summer months. These originally were tied to three sidewalk mosaics in downtown Olympia, and have evolved into a partnership with the Olympia Downtown Alliance’s LoveOly event, keeping all three performances in their festival area.

Percival Plinth Project – $42,000 – This ongoing project hosts loaned sculpture (up to 18) for an exhibition of one year along Percival Landing. During the month of July, the public is invited to vote for the sculpture they wish for the City to purchase. Following the exhibition, that sculpture moves to City Hall for one year and then into a City park or facility.

Olympia Art Crossings - Sited at key "gateway" locations surrounding the downtown, creative works of art that reflect Olympia’s neighborhoods and community, and mark passage between downtown and surrounding neighborhoods. This budget launches project #4 in 2026, which will complete half of the eight total locations in the project. Acceptance of an NEA matching grant applied for in 2025 would allow for Art Crossing #5 to be developed at the same time.

Poet Laureate - $3,400 – Biennial Poet Laureate program, to promote poetry as an art form, expand access to the literary arts, connect the community to poetry, and promote poetry as a community voice that contributes to a sense of place. Funds cover an annual honoraria and small fund for

insurance, materials and supplies. Increased funds proposed for 2025 provides a small increase for reimbursable expenses of $250 a year, and a stipend increase of $400 a year.

Artist-In-Residence Program – $4,950 – Increased budget covers 3, three month drumming workshops over the course of a year, by three different instructors, to serve residents of Drexel House, Lotus Court and Unity Commons. Program to move forward in partnership with the PARC Foundation.

Murals in Parks Pilot Project - $10,000 – First pilot projects to take place at Yauger Park and Sunrise Park.

City Hall Exhibitions – $500 – This line item remains open to respond to costs for community exhibitions that arise. Recent exhibitions include Hummingbird Studios Quilt Exhibition, Welcome Blanket Project and Rebecca Howard portrait and planning documents. Staff have been approached by the Washington State University Extension office about a United Nations International Year of Rangelands and Pastoralists planned in 2026.

Arts Walk Cover Art - $2000 – Via competitive process, artists are selected each year to create a new artwork for use in marketing materials for spring and summer Arts Walk. The framed artwork becomes part of the City's public art collection. Budget increase would bring compensation for each image to $1000.

Kaiser Woods - $30,000 – This park is currently undeveloped but is slated to be Olympia's first park to have dedicated mountain biking trails. Project to engage youth of the Squaxin Island Tribe working under a master carver to create cedar sculptures interspersed throughout the site.

Daley Arts Center – The Armory Building is undergoing renovation for energy efficiency and public safety, 2025-2027. Renovation does not qualify for 1% for Art funding, so staff will apply for grants to develop public art on the site, as available.

4. Planning Context

Beginning in 2015 the OAC adopted a five-year budget planning horizon to allow a longer look ahead, facilitating planning for prospective capital projects that will be phased over several years, and for ongoing costs associated with others.

Taken together with the efforts described in the 2026 Work Plan, this 2026 budget and MAP reflect a continuing effort to build supportive social and practical infrastructure for the arts and artists in Olympia, supporting the creative energy that the arts bring to our community.

5. Other Activities

Maintenance and conservation efforts are necessary to preserve the integrity of the City's collection for the benefit of the community. 2025 saw major cleaning and resealing of "Walking on Land by Water" on West Bay Drive. Vehicular accidents caused damage to "Triumph of the Vegetables" and "Crossroads of Connection: Fruits" (Art Crossing #3), and in 2025 insurance and contracting processes began for repair and replacement, which will be completed in 2026. Two contracted foundation/pedestals are planned for 2025. Annual art cleaning/maintenance is completed with assistance of a part-time parks seasonal staff person.

Budget Summary and 5-Year Prospective (for Planning Purposes)

FIVE YEAR MUNICIPAL ART PLAN	2025 Actual	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
Available Fund Balance	**352,724**	**337,738**	**93,986**	**91,606**	**71,226**	**50,846**
Revenue Total	94,443	111,470	57,970	57,970	57,970	57,970
Interest Earnings	11,137					
$1 per Olympian	56,900	57,970	57,970	57,970	57,970	57,970
LBA Field 2 Renovation (1% for Art)	6,182					
Blvd Road Trail Crossing (1% for Art)	6,179					
Kaiser Woods (1% for Art)	14,045					
Art Crossing #3 (Restitution)		53,500				
Triumph of the Vegetables (Restitution)						
Expense Total	110,553	355,222	60,350	78,350	78,350	60,350
Admin/Maintenance Expenses	6,383	4,000	4,000	4,000	4,000	4,000
Project Costs	104,170	351,222	56,350	74,350	74,350	56,350
Squaxin Island Tribe Representation	8,000	36,000				
Murals in Parks		10,000				
Traffic Box Wrap (Fabricator search in 2024, 2027)	15,423	18,000		18,000	18,000	
Music Out Loud	1,100	3,000	3,000	3,000	3,000	3,000
Percival Plinth Project	37,209	42,000	42,000	42,000	42,000	42,000
Olympia Art Crossings		110,000				
City Hall Rotating Exhibition		500	500	500	500	500
Arts Walk Cover Purchase	1,500	1,500	2,000	2,000	2,000	2,000
Poet Laureate	2,750	3,400	3,400	3,400	3,400	3,400
Artist in Residence	1,088	4,950	4,950	4,950	4,950	4,950
Kaiser Woods Park Improvements		30,000				
Grass Lake Nature Park	22,000					
Contracted Conservation/Construction	13,476	91,372				
Insurance	500	500	500	500	500	500
Revenue - Expense	(14,986)	(243,752)	(2,380)	(20,380)	(20,380)	(2,380)

BPAC 2026-2027 Draft Work Plan

The BPAC participates in the development of plans and policies to make Olympia easier to walk, roll, and bike in. It meets six times per year.
The dates and time needed for each item may change. Should a plan or project arise for which BPAC feedback is requested, that topic may be added.

Date	Item	Type	Deliverable
5/20/2026	New member orientation (5pm)		
	Sidewalk repair policy	Briefing	Feedback to staff
	Engineering Design and Development Standards Updates	Discussion	Possible subcommittee
7/15/2026	Capital Facilities Plan	Briefing	Decision on approach to reviewing the CFP
	Grants	Briefing	
	Street Safety Plan	Briefing	
9/16/2026	Capital Facilities Plan	Discussion	Possible memo to Council
	Speed enforcement cameras	Briefing	Feedback to staff
	New member application questions	Decision	
11/18/2026	New member applications process	Decision	Decision on approach to reviewing new member applications
	Review BPAC's enabling ordinance	Decision	Possible subcommittee
	Officer elections	Decision	Committee officers elected for 2027
1/20/2027	New member applications recommendation	Decision	Recommendation to City Council
	Overview of upcoming capital projects	Briefing	
	2027-2028 work plan	Decision	Work plan to City Council
3/17/2027	Martin Way Corridor Project Scoping	Briefing	Feedback to staff

As needed, BPAC committee members may research the following topics:

Experiencing new infrastructure/feedback on completed projects
Places that haven't had city investment/network gaps
Other municipalities' sidewalk repair policies
Accessibility
West Olympia Access Project

Recommended by BPAC 1/21/26

Cultural Access Advisory Board 2026 Annual Work Plan - FINAL

CAAB Purpose

Deliver Program Goals. Advise City Council concerning processes, procedures, and criteria for carrying out the goals of the Cultural Access Program including goals regarding equity and access to cultural programs for all residents of the City.

Accountability. Ensure that expenditures of Olympia Cultural Access Program dollars follow the priorities and commitments made to voters by the City of Olympia.

Education. Support public communications and outreach.

Regular Meetings and Annual Board Activities

Meetings	☆ Council Deliverable	CAAB Activity
JANUARY 8		Finalize 2026 Workplan. Preview 12-month program calendar. Review public program highlights of quarterly reporting from programs. Receive program updates.
APRIL *Review Panels*		*Review Panels will not include a quorum of CAAB members. CAAB members serve as panelists to read, discuss, and score applications.*
MAY 20	☆	Prepare annual funding recommendation for City Council consideration, based on available funding and scored applications.
JULY 9 Board Retreat	☆	• Continuous Improvement analysis • Recommend program revisions: funding goals, guidelines, requirements, granting framework (odd years)
OCTOBER 8	☆	Review: Draft Annual Report; Work Plan for coming year; Highlights of current cohort quarterly reporting.

2026 Focus Areas and Benchmarks

1. **Review effectiveness toward achieving program funding goals including equity and access** by engaging in a Continuous Improvement analysis of the second Inspire Olympia cohort and their public programs. Recommend adjustments as needed to support equitable distribution of services within the community.
   Benchmarks: Analysis of funded cohort and public programs provided, examining who is funded and who is served, who may be missing or experiencing barriers, whether program funding goals are being addressed, and strategies for improvement.

2. **Support community outreach and accessibility of Inspire Olympia program for local nonprofits, and growth & development of funded cohort.**
   Benchmarks: # of new applicants; # of fiscally sponsored and new organizations; diversity of applicants; feedback from participating organizations program adjustments to facilitate participation. Capacity building offerings, participation numbers, and feedback from Inspire cohort. Program visibility in the community as a measure of public engagement and the effectiveness of program communications.

3. **Support Cultural Access Programs in Schools.**
   Benchmarks: # of IO organizations offering CAPS programs; # of students served; # of field trips provided; # of bus trips funded; # of in-school programs; growth in variety and types of experiences offered; targeted training opportunities for Inspire organizations, for educators. Feedback from teachers and district staff.

Board Organization

Officers	**Meetings**
Melissa Meade, Chair	4 Quarterly Meetings including a Board Retreat
Anne Larsen, Vice Chair	6-8 Review Panel Mtgs, Mar-Apr (no quorum)
	Ad Hoc Committee meetings as called (no quorum)

City Council Interaction

May - June	Annually: Funding Recommendations – Briefing for CLPS followed by Council Consideration
July - August	Odd years only: Adjustments to Funding Goals and Granting Structure, if needed – Briefing for CLPS followed by Council Consideration
Oct - Nov	Annual Report – Submit to City Manager and City Council; publish on Inspire webpage.

Design Review Board Work Plan 2026:

Meetings: occur twice a month on an as needed basis.

- Subcommittee meetings and special meetings will be scheduled as needed.

Staff Liaison: Jackson Ewing, Senior Planner: (360) 570-3776: jewing@ci.olympia.wa.us

Work Product / Deliverable	Schedule	Board /Staff Commitment	Budget Implications
Project Review: Review of project design for compliance with adopted design criteria through: Concept, Detail, or Combined review. Make recommendation on compliance to the review authority.	Regularly Occurring – every meeting.	Board Members: Should spent several hours evaluating code criteria and design features per project prior to the meeting. Staff: Provides helpful guidance to Board in the way of code review analysis and suggested conditions of approval if applicable. Staff should aim to spend less than 20 hours on documenting /presenting / preparing for the Board meeting.	Included in base budget. Application fees should result in 80% or better for staff time spent on preparing documents for the Board. Currently recovery is below the goals. While not relevant to the general fund, efforts are being made to improve cost recovery through improving efficiency and coordination.
Study Sessions/ Work Sessions: Staff and Board work together to find opportunities to schedule and learn about code applicability. Aim to hone skills, improve meeting flow, and efficiency. Evaluate past projects and recommendations against the end result of the constructed building.	1 to 2 times per year / as needed. Given high volume of new members, possibly more this year.	Board: 2-hour meetings and OPMA / PRA training requirements. Staff: Prep. for educational meetings – no more than 5 hours per event.	Included in base budget. With limited staff time, careful consideration of work priorities is needed.
Annual Retreat: Staff and Board work together to determine agenda. Retreat aims to celebrate successes, and include fun/ interesting presenters on various design topics.	End of calendar year.	Board: 10-15 hrs. of Board prep + 4 hrs. at the retreat Staff: 10-15 hrs. of prep and time at the retreat.	$20 per person for lunch, if applicable.

Work Product / Deliverable	Schedule	Board /Staff Commitment	Budget Implications
Design Featurettes: Short narratives on design topics with graphics to illustrate themes and concepts to be posted on the DRB Website and other medias as appropriate.	As time permits. One per member per year if desired.	Board: 4 hours per featurette, plus full board review. Staff: 1-2 hours per featurette: editing, uploading to web, distribution etc.	Included in base budget. With limited staff time, careful consideration of work priorities is needed. Printed materials would represent a minor expense if needed.
Awards of Merit: One or more Board members photograph completed and occupied projects. Staff assembles a review for Board, Board reviews and votes, Board members create an award and present the award(s) to recipients at City Council recognition meeting. Deliverable(s): Award Presentation at City Council, and possible additional exposure in an outreach campaign.	Three-year basis. At Board discretion. The process begins Oct 1; wraps up Nov 30, end of year City Council recognition mtg.	Board: 4 hours per award plus full board review. Staff: 1-2 hours per award: editing, uploading to web, distribution etc.	Minor staff time and board time required to complete.

Olympia Heritage Commission

2026 WORKPLAN

Mission:

"Identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning and preservation." **(OMC 18.12.055)**

Core Strategies:

Educate and Inspire	Partner, Promote and Collaborate	Integrate Preservation Best Practices in Good Government	Review and Permitting
• Heritage Month • Recognition Awards • Explore and encourage incentives • Special programs, events, tabling, tours • Build trust with owners, developers, contractors, realtors, & community	• ARCH • Community & Educational Org's • Heritage Org's • Local Businesses • Build relationships with Tribes & BIPOC community	• Input to City Planning efforts • Diversity, Equity & Inclusion • Heritage Commission Development • Research and Interpretation	• Timely review w/in permit process • Guidance for homeowners and contractors • Special Tax Valuation • Individual listings • District listings

Committees:

✓	✓	✓	✓
Marketing & Outreach	**All Committees**	**Policy, Ordinance & Guidance**	**Heritage Review**

Heritage Commission 2026 Projects



2026 Meeting Schedule: 5:30pm on 4th Wednesdays: Jan 28, Feb 25, March 25, April 22, May 27, July 22, Aug 26, Sept 23, Oct 28, November and December dates TBD

Activity	Task Detail for 2026	Schedule	Budget
Educate and Inspire: *Marketing & Outreach Committee*			
Heritage Month May 2026	Explore partnerships; A+H Awards and event	January to October	-0-
Community Engagement/Partnerships Events	OHC presence at Arts Walk, Arts+ Heritage Week, Walking tours, Neighborhood engagement	Ongoing	$50
Educational Workshop Series	Informational sessions on topics such as: Cyclical maintenance for historic homes, What is the Olympia Heritage Register, etc	Ongoing goal to host 3 sessions through 2026	As needed
Picnic Social	Build relationships and welcome new commissioners	Summer 2026	-0-
Integrate Preservation Best Practices in Good Government: *Policy, Ordinance and Guidance Committee*			
Heritage Commission Training	Plan new member orientation, 2026 retreat and development training for OHC including Climate initiatives, building materials, and board trainings	Schedule Retreat and training	$50 + Grant funds
Olympia Municipal Code (OMC) Ordinance Update	Participate in Staff update to OMC re: Historic Preservation and Cultural Resource Management	Ongoing through 2026	-0-
Equity in Historic Preservation Discussions	Equity training discussion on preservation, including intangible heritage assets and cultural landscapes	Ongoing	Grant required
Review and Permitting: *Heritage Review Committee*			
2026 Special Tax Valuation Applications	Review and recommend approval to City Council	Fall 2026	-0-
Explore National listings that should be listed in the Olympia Heritage Register	Talk with property owners, research properties and possible district boundaries, advocate to list districts and individual properties	March through December	CPED administration fund for plaques
Promote new listings	Advocate to list key properties around Olympia	April through December	-0-
Provide design guidance	Continue design consultations for historic properties, Evaluate OMC design guidelines and best practices for code updates as needed	Ongoing through 2026	-0-

2026 OMPD Board and Advisory Committee Work Plans

Updated February 9, 2026

BOARD: Tuesday, April 14, 2026, 5:30 PM, Council Chambers (Special Meeting)

- Annual elections for president and vice-president
- Approve 2026 Advisory Committee Work Plan
- Appoint New Community Advisory Committee Members

ADVISORY COMMITTEE: Wednesday, May 6, 2026, 6:00 PM, City Hall Room 207

- Welcome new advisory committee members
- Election of officers
- Prepare draft annual report to OMPD Board & City Council on compliance of 2025 funding levels.
- Watch OPMA video

POST ANNUAL REPORT FOR PUBLIC COMMENT (AUGUST)

ADVISORY COMMITTEE: Wednesday, October 7, 2026, 6:00 PM, City Hall Room 207

- Review public feedback on draft annual report and finalize report
- 2027 Preliminary Budget Preview - Draft letter to be presented at October OMPD Board meeting regarding OPARD's proposed operating and capital budgets' compliance with the Interlocal Agreement

BOARD: Tuesday, October 27, 2026, 5:30 PM, Council Chambers (Special Meeting)

- Presentation of the Advisory Committee's letter regarding 2025 Annual Report
- Presentation of 2027 preliminary OMPD budget
- Public Hearing on 2027 preliminary budget
- Public Hearing on 2027 Ad Valorem Tax

BOARD: Tuesday, November 17, 2026, 5:30 PM, Council Chambers

- Approval of Resolution Setting the 2027 Ad Valorem Tax
- Approval of Resolution adopting the 2027 budget

November 30, 2026 – County deadline to receive 2027 Ad Valorem Tax resolution and budget

DRAFT - - Olympia Planning Commission - 2026 Work Plan
(April 1, 2026 to March 31, 2027)

The Planning Commission (OPC) is expected to hold approximately 21 regular meetings and may conduct an optional retreat during this period. Special meetings may be held and subcommittees may be formed. The staff liaison is Casey Schaufler, Associate Planner, cschaufl@ci.olympia.wa.us, 360.753.8254.

Section 1: Policy Issues
Commission recommendations on many of these items are forwarded to the City Council. Recommendations may be conveyed in writing, directly by the Commission chair or a delegate, or by City staff. Approximately 75% of commission effort.

#	Title and Description	Anticipated Outcome from OPC	Schedule *(Estimated start & completion)*
1.1	**2025 Olympia Municipal Code Amendments**	Minor code updates	Briefing, Public Hearing, and Deliberations. Est. Feb-Mar.
1.2	**Review Capital Facilities Plan (CFP)** Review the Preliminary CFP, hold a public hearing, and identify whether proposals comply with the adopted Comprehensive Plan.	Public hearing and comment letter to City Council.	Est. 1-2 full OPC mtgs + 3 subcommittee mtgs: Aug - Oct
1.3	**Zoning Map and Development Code Text Amendments** *(if proposed)* Review of privately proposed, staff-initiated, or Council-initiated amendments to the City's development regulations not referenced above.	Public hearing and recommendation to City Council.	TBD
1.4	**Subdivision Code Update** Review of proposed ordinance to implement Middle Housing changes.	Public hearing and recommendation to City Council.	March/April
1.5	**Sidewalk Repair & Maintenance Policy**	Comment letter, possible public hearing and recommendation.	May
1.6	**Commercial Minimum Parking Standards** Review of proposed ordinance to implement statewide changes to parking standards.	Public hearing and recommendation to City Council.	May
1.7	**Critical Areas Ordinance Update** Review of proposed ordinance to reflect current state law and best available science practices..	Public hearing and recommendation to City Council.	May

1.8	**SEPA Categorical Exemptions** Review of proposed ordinance to reflect current state law and best available science practices.	Public hearing and recommendation to City Council.	May
1.9	**Manufactured Home Communities Preservation** Review of proposed ordinance.	Public hearing and recommendation to City Council.	September

SECTION 2: Optional Program Implementation and/or Input to Council or Staff

As programs are developed and implemented and code amendment proposals and administrative procedures refined, staff often consults with the Commission for their input and perspective. These items comprise approximately 5% percent of commission work effort.

#	Title and Description	Anticipated Outcome from OPC	Schedule
2.1	**Subarea/Neighborhood Plan** *(if proposed)* Review of draft Subarea Plan if any initiated by City Council	Comments to staff and neighborhood work group; optional recommendation to Council	TBD
2.2	**Urban Forest Management Plan**	Comments and recommendations to staff	TBD

SECTION 3: Administrative Activities

In addition to its role in providing input on policy and program implementation, the Commission reviews and approves its work plan on an annual basis. Other activities may include an annual retreat and meeting with other organizations. These items comprise approx. 5 % percent of commission work effort.

#	Title and Description	Schedule
3.1	**Organizational Retreat** *(optional)* Focus on improving Commissioner relationships, procedures, or on topics of interest that allow more time for discussion	May/June
3.2	**Preparation of 2027 - 2028 Work Plan** Time allotted for proposing and discussing work items for following year	TBD

DRAFT

SECTION 4: Informational Briefings

The Commission seeks to be a well-informed and effective advisory body. The activities below are intended to improve Commission information and knowledge necessary to fulfill its role. These items comprise approximately 10% percent of commission work effort. The Commission may not complete all of the briefings, as they are the first items to be displaced when time is needed for higher priority work items. Briefings are generally 30 minutes per topic.

#	Title and Description	Dept.
4.1	Street Conditions Update	Public Works
4.2	Land Use as Climate and Housing Action - explore different scenarios of missing middle housing development to meet housing needs and address climate challenges	OPC – G. Quetin
4.3	Downtown Parking and Parking Garages - Update regarding parking in Olympia's downtown (Downtown Parking Strategy) and strategies to evaluate how best to use the valuable space on public curbs. Additionally, Planning Commission-led discussion of the pros/cons of parking garages and providing regulations to help make them adaptable under different future use scenarios	PW, G. Quetin
4.4	Planning for Disability - How the built environment interacts with planning and design decisions	D. Garcia
4.5	Planning for Safety - In Olympia, 1% of lane miles downtown account for 15% of pedestrian accidents and fatalities. Road deaths in Washington reached a 33-year high in 2023. Statewide, 810 people were killed in crashes involving a motor vehicle in 2023, a 33-year high. That's up from 743 in 2022, and nearly double from 2014, when 462 people were killed in traffic.	D. Garcia
4.6	Alleys and Reuse - Provide a briefing on how other downtowns have reused their alleys for more productive uses.	PW, D. Garcia
4.7	Multi Family Tax Exemption briefing - Briefing on how other similarly sized cities have used the MFTE	CPED, D. Garcia
4.8	Why other cities ditched their parking minimums - Recently, many other WA cities have ditched their parking mandates. What can Olympia learn from what other cities are doing? Examples: Port Townsend, Spokane, Bellingham, Shoreline.	D. Garcia
4.9	ADA Street Parking Update. If possible, include InterCity Transit on ADA options and planning.	CPED, PW
4.10	Week Without Driving/Commute Trip Reduction/Transportation Master Plan Updates	Community, PW, TRPC
4.11	InterCity Transit – System Update	IT, PW

DRAFT

DRAFT-- Parks and Recreation Advisory Committee Work Plan -- April 2026 through March 2027

Month	Title/Description	Staff	Time Needed	PRAC Action
4/16/26	OPARD 2025 Performance Metrics	Sylvana Niehuser	30 minutes	Briefing and Feedback to Staff
	Parks, Arts & Recreation Plan- Public Engagement Plan	Laura Keehan	30 minutes	Briefing and Feedback to Staff
5/21/26	Letters of Support for RCO Grant Projects	Sarah Giannobile	30 minutes	Letters of Support
	OPARD Equity, Inclusion & Belonging Program Update	Olivia Salazar de Breaux	20 minutes	Briefing and Feedback to Staff
	OPARD Staff-driven Projects	John Wolfe	25 minutes	Briefing and Feedback to Staff
6/18/26	Park Ranger Program Briefing	Amy Stull	20 minutes	Briefing and Feedback to Staff
	Japanese Garden Relocation Project	Laura Keehan	30 minutes	Briefing and Feedback to Staff
JULY 2026 - NO MEETING				
8/20/26	Capital Facilities Plan (CFP)	Tammy LeDoux	20 minutes	Briefing and Feedback to Staff
	Capital Asset Management Program (CAMP)	Melissa McFadden	20 minutes	Briefing and Feedback to Staff
9/17/26	Capital Facilities Plan	Tammy LeDoux	15 minutes	Recommendation to Council
	Capital Asset Management Program (CAMP)	Melissa McFadden	15 minutes	Recommendation to Council

10/15/26	Olympia Downtown Waterfront Vision (Percival Landing) Briefing	Sylvana Niehuser	30 minutes	Briefing and Feedback to Staff
NOVEMBER & DECEMBER 2026 - NO MEETINGS				
1/21/27	Screening New PRAC Member Applications	Laura Keehan	30 minutes	Recommend Interviewees to Council CLPS Committee
	PRAC Workplan Review	Laura Keehan	15 minutes	Review draft workplan and forward to Council CLPS Committee
	Chair, Vice-chair and OMPC Advisory Committee Appointments	Laura Keehan	15 minutes	PRAC Members Vote
FEBRUARY 2027 - NO MEETING				
3/18/27	Parks, Arts & Recreation Plan Update	Laura Keehan	30 minutes	Briefing and Feedback to Staff
As Needed	Participation in groundbreakings and dedications	N/A	45 minutes	Attendance is Optional

Social Justice & Equity Commission

2026-2027 Work Plan

Staff Liaison: Margo Morales, Community Engagement Program Specialist
Work Location: City Hall – 4th Floor

Social Justice & Equity Commission Purpose: Eliminate racism and fulfill human rights for a just and equitable Olympia for all people.

Introduction: At the Commission's 2025 retreat they identified four main action areas with five strategies for responding to the data collected in the Experiences of Discrimination report. Those focus areas and strategies related to the Experiences of Discrimination report have informed the priorities of this workplan.

Work Plan Items

1. **What: Reimagining Public Safety**
   Description: In 2022 Council formally accepted a list of goals and recommendations around the City's municipal public safety system. Since then several recommended actions have been taken by the various departments within the system, but have not been effectively tracked or reported to the council or community. In 2026 staff will be working on updates for City Council on what progress has been made toward the identified goals of the Reimagining Public Safety recommendations, and what identified actions have been carried out by the various parts of the municipal public safety system. Staff will brief the Commission on what has already been completed and seek their community member perspectives on prioritization of remaining action items identified in the Reimagining Public Safety recommendations. Staff would also like to enlist support of the commission in community education efforts about Reimagining Public Safety.

   Timeframe: Q2 / Q3
   Deliverables:
   - Recommendations for prioritization of remaining actions identified by the Reimaging Public Safet work group.
   - Community engagement – Individual and group conversations around the community impact and experiences of reimagining public safety.

DRAFT

2. **What: Community Engagement**

   The City contracted with a consultant to provide recommendations on community engagement and ways to improve the use of advisory bodies to inform the City's work. As the Consultant provides their recommendations, the Commission will assist with this work by providing community perspectives on how we ensure diverse representation through our public engagement, reach people where they are at, and invest in relational engagement and build trust.

   Timeframe: Q2 / Q3
   Deliverable: Input on City's engagement guidance for staff. More definition around the commission's role in engagement. Commission taking a more active role in strengthening relationships with community.

3. **What: Experiences of Discrimination**

   Description: The Commission worked with a consultant team to assess experiences of discrimination in Olympia. The report shares insights into what kinds of discrimination are occurring in our city, how often, and how that may look to different marginalized groups. The Commission will build upon discussions from their 2025 retreat and the findings of the report to continue their work on this topic in 2026.

   Timeframe: Q4
   Deliverables: Scoping what is City's role in responding and what is the commission's role. Scoping includes identifying what the city is already doing and where there are gaps.

4. **Council Referrals**

   The Commission will hold space in their annual work plan for items referred to them by the City Council. In the Commission's experience thus far, the most meaningful referred items have been those in which the following applies:

   - There is a clearly defined problem the Commission is being asked to address.
   - There is a clearly defined timeline and scope for the Commission.
   - The Commission can make a meaningful contribution to a systems level change through leveraging of Commissioner depth of knowledge, lived experience, and diversity of perspectives to solve problems.
   - When possible, the Commission is involved in the work item from beginning to end.

Commission Meeting Schedule

The Social Justice & Equity Commission will use an alternative approach to establishing a meeting schedule for the 2026-2027 work plan.

Commission's meeting schedule will be co-created with Commissioners to accommodate a more focused work plan and align with criteria established in their guiding framework.

DRAFT

City of Olympia
Utility Advisory Committee (UAC) 2026-2027 Work Plan

NOTE: Meetings are first Thursday of the month unless otherwise noted on the UAC's webpage.

Month	Request/Description	Staff	Time Needed	UAC Action
April 2026	Consultant Financial Rate Study - Scope of Work (wet utilities)	Susan Clark	45 minutes	Briefing
May 2026	Climate Change/Sea Level Rise Update	Climate Program Staff	30 minutes	Briefing
	Tour of City Maintenance Center	PW Staff	45 minutes	None
June 2026	LOTT - State of Utility	LOTT Staff	45 minutes	Briefing
	City - State of the Utilities	Utility Staff	45 minutes	Briefing
	Financial Rate Study Update (wet utilities)	Consultant/Susan Clark	45 Minutes	Briefing
No Meetings July and August				
September 2026	Preliminary Discussion on 2027 Utility Operating Budgets, Rates, and General Facility Charges	Utility Directors	45 minutes	Briefing
	Capital Facilities Plan	Susan Clark/Mike Vessey	45 minutes	Briefing
October 2026	Drainage Manual Update	James Patton	30 Minutes	Briefing
	2027 Utility Operating Budgets, Capital Facility Plan, Rates, and General Facility Charges	Utility Directors	60 minutes	Review and provide feedback to Council in budget/rate letter
November 2026	National Pollutant Discharge & Elimination System (NPDES) Reporting & Stormwater Management Action Plan (SMAP)	Susan McCleary/Kym Foley	45 minutes	Briefing
	Urban Forestry Management Plan Update	Kym Foley/Leanne Wells	20 Minutes	Briefing
	UAC Officer Elections	UAC Liaison	15 minutes	Motion to elect officers
No Meetings December and January				
February 2027	Drainage Manual	James Patton	45 minutes	Recommendation
	Initial Discussion on UAC Work Plan 2027-2028	UAC Liaison	40 minutes	Review and provide feedback to staff
March 2027	Financial Rate Study Update (wet utilities)	Consultant/Susan Clark	45 Minutes	Briefing
	Finalize UAC 2027-2028 Work Plan	UAC Liaison	20 minutes	Review and approve. Submit to Council's Community Livability and Public Safety Committee (CLPS)

To be covered during Announcements (as updates are available)

PFAS (Per-and polyfluoroalkyl substances) and other contaminates of emerging concern for drinking water.

Yellow shading indicates items that require UAC action.

Council-Appointed Advisory Body Work Plans

Community Livability and Public Safety Committee

March 25, 2026

Background

- Timeline: April 1, 2026 – March 31, 2027

- Following bodies are not included:
  - Community Policing Board
  - Youth Council
  - Lodging Tax Advisory Committee
  - Independent Salary Commission

- Work presented by Focus Area. Overview does not include routine work:
  - Chair and Vice-Chair elections
  - Team building gatherings/retreats
  - Work plan development
  - New member application review

Public Safety

Ensure that all Olympians feel safe and receive reliable, compassionate care.

Work Plan Items

- Reimagining Public Safety – Recommendations to Staff (Social Justice & Equity Comm.)*
- Speed Limit Enforcement Cameras – Recommendations to Staff (Bicycle, Pedestrian Adv. Comm.)*

Informational Briefings

- Planning for Safety – Pedestrian Safety (Planning Commission)
- Street Safety Plan (Bicycle & Pedestrian Advisory Committee)

** City Council 2026 Work Plan Topic*

Community Livability

Enrich quality of life and foster belonging for all who live, work or spend time in Olympia.

Work Plan Items

- Experiences of Discrimination Findings – Recommendations to Council (Social Justice & Equity Comm.)*
- 2026 Municipal Art Plan – Recommendations to Council (Arts Commission)
- Public art for park development projects – Recommendations to Staff (Arts Commission)*
- 2026 Music Out Loud Project – Recommendations to Olympia Downtown Association (Arts Commission)
- Arts Walk Cover Artist – Recommendations to Staff (Arts Commission)
- Yashiro Japanese Garden Relocation - Recommendations to Staff (Parks & Rec. Adv. Committee)*
- Recreation and Conservation Office Grants - Projects Letters of Support (Parks & Rec. Adv. Committee)
- Parks Equity, Inclusion & Belonging Program Update – Recommendations to Staff (Parks & Rec. Adv. Committee)
- Educational Workshops (Heritage Commission)

** City Council 2026 Work Plan Topic*

Environmental Stewardship

Preserve and enhance Olympia's natural resources.

Work Plan Items

- Drainage Manual – Recommendations to Staff (Utility Advisory Committee)

Informational Briefings

- Climate Change/Sea Level Rise Update (Utility Advisory Committee)
- Urban Forestry Management Plan Update (Utility Advisory Committee)
- National Pollutant Discharge Elimination System (Utility Advisory Committee)
- Reporting & Stormwater Management Action Plan (Utility Advisory Committee)
- Land Use as Climate and Housing Action (Planning Commission)

** City Council 2026 Work Plan Topic*



Economy

Promote a thriving and diversified economy with pathways to prosperity for everyone.

Work Plan Items

- Cultural Access Funding – Recommendations to Council (Cultural Access Advisory Board)
- Cultural Access Program Revisions – Recommendations to Council (Cultural Access Advisory Board)
- 2026 Special Tax Valuation Applications – Recommendation to Council (Heritage Commission)

** City Council 2026 Work Plan Topic*



Organizational Excellence

Deliver exceptional services and programs that are responsive to the needs of the community.

Work Plan Items

- Council Appointed Advisory Committees – Recommendations to Staff (Social Justice & Equity Comm.)*
- 2027 Preliminary Parks Budget Review – Recommendations to Council (Olympia Metro Park District Advisory Committee)
- Annual Parks Funding Compliance Report – Submit to Olympia Municipal Park District Board (Olympia Metro Park District Advisory Committee)

** City Council 2026 Work Plan Topic*

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Work Plan Items

- Design Awards of Merit – Recommendations to Council (Design Review)
- Project Design Review – Recommendations to Staff (Design Review)
- Utility Rate Recommendations – Recommendations to Council (Utility Advisory Committee)
- Capital Facilities Plan – Recommendations to Council (Utility Advisory Committee, Parks & Recreation Advisory Committee, Bicycle & Pedestrian Advisory Committee, Planning Comm.)*
- Capital Asset Management Program (CAMP) – Recommendations to Staff and Council (Parks & Recreation Advisory Committee)
- Martin Way Corridor Scoping Project – Recommendations to Staff (Bicycle & Pedestrian Advisory Committee)
- Historic Preservation Code Updates – Recommendations to Staff (Heritage Commission)
- Downtown Waterfront Visioning – Recommendations to Staff (Parks & Recreation Advisory Committee)*

** City Council 2026 Work Plan Topic*

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Work Plan Items

- Sidewalk Repair Policy – Recommendations to Staff and Council (Bicycle & Pedestrian Advisory Committee, Planning Commission)*
- SEPA Categorical Exemptions – Recommendations to Council (Planning Commission)*
- Commercial Minimum Parking Standards – Recommendations to Council (Planning Commission)*
- Subdivision Code Update – Recommendations to Council (Planning Commission)*
- 2025 Olympia Municipal Code Amendments – Recommendations to Council (Planning Commission)

** City Council 2026 Work Plan Topic*

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Informational Briefings

- Financial Rate Study (Utility Advisory Committee)
- LOTT – State of Utility (Utility Advisory Committee)
- InterCity Transit System Update (Planning Commission)
- Parking Strategies – ADA Street, Downtown, Parking Minimums (Planning Commission)
- Equity in Historic Preservation (Heritage Commission)
- Multi Family Tax Exemptions (Planning Commission)

** City Council 2026 Work Plan Topic*

Staff Recommendation

Move to approve the 2026 Council Appointed Work Plans and forward to the full Council for consideration


Thank you
Olympia™

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

City Council

Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Services for Emergency Management Services

Agenda Date: 4/14/2026
Agenda Item Number: 4.E
File Number:26-0253

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

Title
Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Services for Emergency Management Services

Recommended Action
Committee Recommendation:
Not referred to committee.

City Manager Recommendation:
Move to approve a Resolution authorizing an Agreement with Thurston County Emergency Services for emergency management services.

Report
Issue:
Whether to approve a Resolution authorizing an Agreement with Thurston County Emergency Services for emergency management services.

Staff Contact:
Hillory Flowers, Interim Fire Chief, 360.709.2721

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
The Intergovernmental Agreement between the City of Olympia and Thurston County Emergency Services provides for the delivery of emergency management services within the City of Olympia.

Historically, these responsibilities were carried out by the Deputy Chief of Community Risk Reduction. Following a recent retirement in that role, the city evaluated options to ensure continuity of service and identified an opportunity to collaborate with county partners.

By utilizing the services of Thurston County Emergency Services, the city is able to maintain critical emergency management functions while advancing regional coordination and operational

efficiencies. This partnership supports a consistent, professional level of service delivery and aligns with best practices for integrated, multi-jurisdictional emergency preparedness and response.

Overall, the Agreement ensures continuity of essential services for Olympia residents while strengthening coordination across jurisdictions.

Climate Analysis:
The impacts of this Agreement have been applied through the climate lens of the Climate Framework. Providing community fire protection and emergency response resources helps reduce greenhouse gas emissions. Greenhouse gas emissions are reduced when safe and effective emergency response minimizes the loss of life and property. This Agreement indirectly supports the objectives of the Climate Framework.

Equity Analysis:
The impacts of this Agreement have been applied through the equity lens of the Equity Framework. Providing fire protection and emergency response resources to the community meets this initiative's intent by supporting life safety and property conservation for all groups and reducing loss of life and property. Universal protection of life and property is rooted in justness and inherently supports the Equity Framework's intent.

Neighborhood/Community Interests (if known):
This Agreement between the City of Olympia and Thurston County Emergency Services ensures the continued delivery of emergency management services that support Olympia residents and neighborhoods. This partnership enhances coordination in emergency preparedness, response, and recovery, improving the City's ability to manage incidents that extend beyond jurisdictional boundaries. Residents benefit from consistent access to preparedness resources, timely communication, and coordinated emergency response. Overall, the Agreement promotes efficient use of public resources while maintaining a high level of service and strengthening community safety and resilience.

Financial Impact:
The Agreement details payments to Thurston County from the City of Olympia in the amount of $80,000.00 per year for emergency services for the term of 2026 - 2030.

Options:
1. Move to approve a Resolution authorizing an Agreement with Thurston County emergency Services for emergency management services.
2. Approve the Resolution authorizing the Intergovernmental Agreement at another time.
3. Do not approve the Resolution authorizing the Intergovernmental Agreement and send back to staff.

Attachments:
Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY EMERGENCY SERVICES TO COOPERATE IN PROVIDING EMERGENCY MANAGEMENT SERVICES

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

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

WHEREAS, the CITY and the COUNTY believe it to be in the best interests of their residents that the CITY and COUNTY share and coordinate services in the event of an emergency situation; and

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

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

WHEREAS, the CITY and COUNTY agree to cooperate to provide emergency management services as set forth by Interlocal Agreement;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Thurston County Emergency Services under the terms and conditions contained therein.

2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
_____
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN
THURSTON COUNTY AND THE CITY OF OLYMPIA
FOR
EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between THURSTON COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF OLYMPIA, a municipal corporation of the State of Washington (hereinafter referred to as "City"), each a "Party," and together referred to as "Parties."

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and Chapter 118-30 of the Washington Administrative Code; and

WHEREAS, County and City believe it to be in the best interests of their residents that County and City share and coordinate services in the event of an emergency situation;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Term. The duration of this agreement shall be five (5) years commencing at 12:01 am on January 1, 2026, and terminating at midnight on December 31, 2030. This agreement shall automatically renew for successive five (5) year terms unless either party provides written notice of termination pursuant to section 7 or intent not to renew at least ninety (90) days prior to the expiration of the then current term. The parties agree to review the terms of this agreement on an annual basis.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency management" or "comprehensive emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. However, "emergency management" or "comprehensive emergency management" does not mean

preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

4. Services. The Parties acknowledge and understand that this Agreement is for services only, and shall not constitute a joint emergency management organization as described in RCW 38.52.070.

The COUNTY shall, and as required by Chapter 38.52 RCW, perform and coordinate the applicable services for emergency management, the Thurston County Comprehensive Emergency Management Plan (CEMP), as adopted and approved by resolution of the Thurston County Board of Commissioners, and Appendix "A" of this document to meet the Emergency Management functions for the CITY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

The CITY shall, and as required by Chapter 38.52 RCW, participate, perform and coordinate the applicable services for emergency management with the County, the adopted and approved Thurston County Comprehensive Emergency Management Plan (CEMP) and Appendix "B" of this document to meet the Emergency Management functions to the COUNTY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

5. Relationship of the Parties. The employees or agency of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

6. Compensation. The City agrees to compensate the County for emergency management services in the base amount of Eighty Thousand Dollars ($80,000.00) per year. The compensation amount shall be reviewed annually. The annual fee may be adjusted based on the lesser of: (1) the percentage change in the CPI-U for the Seattle/Bremerton region, or (2) the County's documented increase in personnel or operating costs associated with providing emergency management services. The County shall provide the City with written notice of any proposed cost adjustment by November 30 of each year, and any approved adjustment shall take effect January 1 of the following calendar year. If the parties are unable to reach agreement on a proposed adjustment by January 31, the existing compensation rate shall continue in effect until an agreement is reached or the Agreement is terminated.

7. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party.

8. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three (3) days after mailing if mailed by first class, postage pre-paid and addressed to the

party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

If to Thurston County:	If to City of Olympia:
Thurston County Department of Emergency Management c/o Emergency Management Manager 9521 Tilley Rd SW Olympia, WA 98512	City of Olympia c/o Fire Chief 100 Eastside St NE Olympia, WA 98506

9. Indemnification. The County agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the County's performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.

The City agrees to defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the City's performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

10. General. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/.080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Chapter 38.52 RCW,

12. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

13. Interpretation and Venue. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought in the Superior Court of Thurston County,

Washington or, if brought by or against the County, the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

14. Filing. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

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

THURSTON COUNTY
BOARD OF COMMISSIONERs

_____
Ben Miller-Todd, Director
Thurston County Emergency Services

_____
Date

CITY OF OLYMPIA

_____
Steven J. Burney, City Manager

_____
Date

ATTEST:

_____
Sean Krier, City Clerk

_____
Date

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

_____
Karen Horowitz, Deputy Prosecuting Attorney

_____
Date

Mark Barber
Mark Barber, City Attorney

04/06/2026
Date

Appendix A
Emergency Management Services – Deliverables to City

Preparedness and Prevention Support

- Maintain the Thurston County Comprehensive Emergency Management Plan (CEMP)
- Provide guidance, training, and tools in adoption of the County CEMP as the agencies base CEMP.
- Support the city in developing their CEMP.
- Provide guidance, training, and tools in development of Continuity of Operations Plan (COOP) and Continuity of Government Plan (COG).
- Provide emergency management overview and training as needed for leaders, elected officials and agency liaisons. Coordinate and support training opportunities for identified agency needs related to emergency management and NIMS.
- Provide outreach at community events.

Mitigation Support

- Facilitate Hazard Mitigation Plan coordination, development, and review.
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA) and County Emergency Preparedness Review (CEPR); and subsequent regular reviews.

Response Support

- Provide access to and support from our 24-hour Duty Officer.
- Activate and manage the Thurston County Emergency Coordination Center (ECC) as necessary or in support of activations either by plan or City request.
- Support coordination of multi-agency response to emergency incident(s).
- Provide alert, warning, and emergency public information (methods include, Thurston County Alerts, EAS, WEA, social media, and traditional media)
- Coordinate a Joint Information System to support local agency for crisis communications related to an incident(s) or emergency.
- Facilitate and coordinate Multi-Agency Coordination Group for multi-jurisdictional incidents, emergencies or impacts resulting there from.
- Establish and maintain situational awareness.
- Provide logistical support, as required.

Recovery Support

- Facilitate and collect (as needed) disaster damage assessments for individuals and businesses.
- Provide communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

Appendix B
Emergency Management Services – Deliverables to County

Preparedness and Prevention Support

- The City will, in accordance with RCW 38.52.070, appoint a director or designee for their Emergency Management organization to serve as the point of contact to Thurston County Emergency Management.
- The City will designate a representative to the Thurston County Emergency Management Council and regularly attend meetings.
- The City will participate in the development and maintenance of plans defined within the agreement.
- The City will identify a primary and alternate point of contact for each planning effort to facilitate in the development of comprehensive emergency management plan, hazard mitigation plan and other plans as applicable.
- The City will manage all pass-through grants received by the City from the County in accordance with grant funding requirements.

Mitigation Support

- Provides and conducts, in conjunction with the County, an assessment identifying the potential hazards and vulnerabilities specific to the city.

Response Support

- The City will participate and coordinate with the County during response activities, providing up to date information as it becomes available to maintain situational awareness of emergencies.
- The City will provide a representative or liaison(s), as required during emergencies, to the Thurston County ECC or Multi-Agency Coordinating Group to coordinate response and recovery activities.
- The City will coordinate and identify any potential volunteers with the County to ensure they are covered by the Washington State Emergency Workers Program.
- The City acknowledges that using volunteer (as groups or individuals) for activities outside the scope of their intended purpose and/or training places them outside the scope of RCW 38.52.180, Chapter 118-04 WAC and the agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers program; therefore, if the City desires to expand the use of volunteers beyond the scope established by the County and this Agreement may require the City to provide coverage in accordance with L&I Industrial Insurance/Workman's Compensation regulations.
- The City will maintain compliance with the National Incident Management System (NIMS) for all emergency management or response activities.

Recovery Support

- In coordination with Thurston County, the City will collect (as needed) disaster damage assessments for individuals and businesses
- Amplify communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

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

City Council

Approval of a Resolution Authorizing an Agreement with the Washington State Patrol for Access to the Traffic and Criminal Software System

Agenda Date: 4/14/2026
Agenda Item Number: 4.F
File Number:26-0261

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

Title
Approval of a Resolution Authorizing an Agreement with the Washington State Patrol for Access to the Traffic and Criminal Software System

Recommended Action
Committee Recommendation:
Not referred to a committee

City Manager Recommendation:
Move to approve a Resolution authorizing an agreement with the Washington State Patrol and the Olympia Police Department for Access to the Traffic and Criminal Software (TraCS) System.

Report
Issue:
Whether to approve a Resolution authorizing an agreement with the Washington State Patrol and the Olympia Police Department for Access to the TraCS System.

Staff Contact:
Shelby Parker, Police Chief, Olympia Police Department. 360.753.8147

Presenter(s):
None - Consent Agenda

Background and Analysis:
The Washington State Patrol provides statewide access to the TraCS system, which allows law enforcement agencies to electronically create, transmit, and manage Notices of Infraction (NOI), Notices of Criminal Citation (NOCC), Police Traffic Collision Reports (PTCR), DUI arrest reports, tow/impound forms, and marine vessel inspection forms. As stated in the agreement, *"The purpose of this Agreement is to provide the Agency…access to the WSP's Traffic and Criminal Software (TraCS)"* (TraCS Agreement, p.1).

TraCS is being implemented statewide as the successor to SECTOR, the legacy electronic ticketing and collision-reporting platform that OPD has used for many years. SECTOR is being phased out by the state, and agencies are required to transition to TraCS to maintain compatibility with statewide data systems, reporting requirements, and electronic submission workflows. TraCS provides improved data accuracy, enhanced security controls, and a more modern interface for officers and reviewers.
Under the agreement, OPD must designate a Local Agency System Administrator (LASA) responsible for managing user accounts, supporting officers, maintaining secure data connections, and coordinating technical issues with WSP. The agreement also outlines strict confidentiality and data-security requirements, including compliance with RCW 42.56, federal privacy laws, and WSP security protocols. It further incorporates statewide restrictions on the use or sharing of data for civil immigration enforcement (RCW 10.93.160) and out-of-state reproductive health investigations (Governor's Directive 22-12).

This is a non-financial agreement, as stated in the contract: *"In no event shall either Party seek compensation from the other Party for work performed under this Agreement"* (TraCS Agreement, p.3). OPD's costs are limited to existing staff time and equipment already included in the Department's operating budget.

Approval of this agreement will allow OPD to complete the transition from SECTOR to TraCS and maintain uninterrupted electronic citation and collision-reporting capabilities.

Climate Analysis:
Implementing a statewide electronic reporting system will generally have a positive environmental impact. It reduces paper use, printing, and the vehicle trips previously required for transporting physical documents-lowering waste, energy use, and greenhouse gas emissions. The main environmental downsides involve the energy needed for data centers and the manufacturing and disposal of electronic devices. However, these impacts can be minimized through energy-efficient hosting, responsible device procurement, and proper e-waste recycling.

Equity Analysis:
Providing statewide access to an electronic traffic and criminal reporting system significantly advances equity across Washington's law enforcement landscape. It ensures that every agency, regardless of size, funding, or geography, can deliver consistent, timely, and accurate public-safety services. The initiative supports fairer outcomes for the public, reduces gaps in enforcement and judicial processing, and strengthens statewide data integrity.

Neighborhood/Community Interests (if known):
Communities want transparent, fair, and consistent law enforcement practices. A statewide electronic reporting system supports these interests by improving the accuracy and timeliness of citations and reports, reducing administrative delays for residents, and ensuring enforcement is consistent across jurisdictions. Neighborhoods benefit from better traffic safety data, faster access to collision or incident reports, and clearer communication through standardized digital forms. Residents also value strong privacy protections and efficient use of public resources.

Financial Impact:
There is no financial impact associated with this agreement. As stated in the contract, *"This is a non-financial Agreement"* (TraCS Agreement, p.3). OPD will continue to use existing equipment and staff

resources already budgeted for electronic reporting.

Options:

1. Approve a resolution authorizing the City Manager to sign the interlocal agreement Between the Washington State Patrol and the Olympia Police Department for Access to the Traffic and Criminal Software (TraCS) System.
2. Do not approve the resolution and request language modifications to the agreement. This will require additional staff time to reconstruct the agreement.
3. Do not approve the resolution. This will result in OPD losing access to electronic ticketing and accident reporting, with the only other option being paper based.

Attachments:
Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE PATROL FOR ACCESS TO THE TRAFFIC AND CRIMINAL SOFTWARE (TraCS) SYSTEM

WHEREAS, the Washington State Patrol provides statewide access to the Traffic and Criminal Software (TraCS) system used to electronically create, submit, and manage traffic citations, collision reports, and related law enforcement documents; and

WHEREAS, the Olympia Police Department has historically used the SECTOR system for electronic ticketing and collision reporting, and SECTOR is being phased out statewide; and

WHEREAS, transitioning to TraCS will ensure continued compatibility with statewide reporting requirements, improve data accuracy, and support secure electronic submission of traffic-related documents; and

WHEREAS, the Washington State Patrol requires a formal interlocal agreement to define roles, responsibilities, data-security requirements, and conditions of use for the TraCS system.

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

1. The Olympia City Council hereby approves the attached Interlocal Agreement between the City of Olympia and the Washington State Patrol for access to and use of the TraCS system, and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Olympia, and to make any amendments or minor modifications as may be required and are consistent with the intent of the 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:

_____
SENIOR DEPUTY CITY ATTORNEY

TRAFFIC AND CRIMINAL SOFTWARE (TraCS)

RECORD SHARING AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
CITY OF OLYMPIA

This Agreement is made and entered into by and between the Washington State Patrol, hereinafter referred to as the WSP, and the City of Olympia hereinafter referred to as the Agency (collectively referred to as "Party" or "Parties"). This Agreement is entered into under authority of the Revised Code of Washington 39.34 Interagency Agreements.

The Agency acknowledges that this document is provided in a secured PDF format and is not to be converted to other formats (including but not limited to Microsoft Word) for editing. Any changes made outside of the WSP review process will render the document null and void.

PURPOSE

The purpose of this Agreement is to provide the Agency listed above access to the WSP's Traffic and Criminal Software (TraCS). This Agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues. Agency is:

- ☒ A general authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington.
- ☐ A Washington Tribal Authority as defined in Section 10.92 of the Revised Code of Washington.
- ☐ A limited authority Washington law enforcement agency as defined in
- ☐ An Office of a Prosecuting Attorney as defined in Chapter 36.27 or Chapter 35A.11 of the Revised Code of Washington
- ☐ An "Animal care and control agency" as defined in Chapter 16.52.011(c) of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

*"**AOC**"* means the Administrative Office of the Courts.

*"**Confidential Information**"* means Records as defined herein, or information specifically protected from release or disclosure by law under either Chapter 42.56 RCW (Public Records Act) or other state or federal statutes. Confidential Information includes, but is not limited to, information about public employees, lists of individuals for commercial purposes, information about the infrastructure and security of computer and telecommunication networks, and/or personally identifiable information as described herein.

*"**Record Steward**"*: A Record Steward is a guardian of an organization's records, responsible for ensuring its quality, usability, security, and compliance with policies, acting as a bridge between user teams and business users to make Records trustworthy for decision-making.

*"**DOL**"* means the Department of Licensing.

*"**DUI**"* means Driving Under the Influence.

*"**eTRIP Committee**"* means the group comprised of the WTSC, WASPC, WSP, AOC, WSDOT and DOL traffic records governing entities.

*"**JINDEX**"* means Justice Information Network Data Exchange, an application managed by WaTech.

*"**LASA**"* means Local Agency System Administrator.

*"**NOCC**"* means Notice of Criminal Citation.

*"**NOI**"* means Notice of Infraction.

*"**Personally Identifiable Information (PII**)" means information, Records, or a set of linked information that is identifiable to a specific person, including, but not limited to, information that relates to the person's name, health, finances, education, business, use or receipt of governmental services or other activities such as addresses, telephone numbers, social security numbers, driver's license numbers, email addresses, credit card information, law enforcement records, or other identifying information or Protected Health Information (PHI).

*"**PTCR**"* means Police Traffic Collision Reports.

*"**Records**"* means any paper, correspondence, completed form, bound record book, photograph, film, sound, or video recording, map drawing, machine-readable materials, electronic data (including email), compact disc, or other document, regardless of physical form or characteristics, and including copies thereof, that have been made by or received by any agency, company, or the State of Washington in connection with the transaction of public business, or the work of the department or its employees. For purposes of this Agreement, Records includes, without limitation source code, NOIs, NOCCs, PTCRs, DUI Arrest Reports, and other forms that are created, collected, or transmitted into the TraCS system and stored, and used by the Parties specific to the TraCS application as described herein.

*"**Research**"* means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

*"**Subcontractor**"* means one not in the employment of a Party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a Party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

*"**TraCS**"* means Traffic and Criminal Software.

*"**User**"* means any Agency Personnel that have TraCS User Accounts.

*"**WASPC**"* means the Washington Association of Sheriffs and Police Chiefs.

*"**WaTech**"* means Washington Technology Solutions.

*"**WSDOT**"* means the Washington State Department of Transportation.

"**WSP**" means the Washington State Patrol.

"**WTSC**" means the Washington Traffic Safety Commission.

2. Statement of Work

The Parties to this Agreement shall furnish the necessary personnel, equipment, material, or service(s) and otherwise do all things necessary for or incidental to the exchange of Records as set forth in *Attachment A (Statement of Work for Data Security Requirements)*.

3. Period of Performance

The period of performance shall commence on the date of the last signature and continue in full force and effect until superseded by a new agreement or terminated as provided herein.

4. Payment

This is a non-financial Agreement. In no event shall either Party seek compensation from the other Party for work performed under this Agreement.

5. *Records Maintenance*

Records in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Except as outlined in this Agreement or otherwise required by law, the receiving Party will not disclose or make available these Records to any third Party without first giving notice to the furnishing Party at least fifteen days in advance of the disclosure. Each Party will utilize reasonable security procedures and protections to ensure that the Records provided by the other Party are not erroneously disclosed to third parties.

6. Confidentiality

Except as set forth herein or otherwise required by law, the use or disclosure by either Party of any information concerning the other Party for purposes not directly connected with the administration of responsibilities for the services provided under this Agreement is prohibited. Each Party shall maintain all information which the other Party specifies in writing as Confidential Information to the extent consistent with Washington State or federal law. The Agency shall ensure that its employees and all others with access to the system adhere to this requirement.

6.1 Safeguarding of Confidential Information:

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal or Washington State law. Each Party agrees to comply with all applicable federal and state laws and regulations, as currently enacted or revised, regarding Records security, PII, and electronic interchange of Confidential Information.

Each Party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification, or loss. Except as otherwise required by law, each Party shall ensure their directors, officers, employees, subcontractors, or agents use it only for the purposes of accomplishing the services set forth in this Agreement. Each Party and all other Authorized Users with access to the system agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons. Additional Authorized Users may be added to the system or may receive Records upon execution of a data sharing agreement between the Parties, the execution of which shall require WSP advanced approval. Each Party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

Each Party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the other Party through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, “Salting.” “Salting” is the act of introducing Records containing unique but false information that can be used later to identify inappropriate disclosure of Records.

Each Party shall notify the other Party in writing within 24 hours upon becoming aware of any unauthorized access, use, or disclosure of Confidential Information. Each Party shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Party, whose Records have been subject to any unauthorized access, use, or disclosure, is financially responsible for notification of the unauthorized access, use, or disclosure. The details of the notification must be approved by both Parties. The reviewing Party shall approve or provide specific, actionable objections to the proposed notification within 48 hours of receipt, or approval shall be deemed granted. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of this Agreement.

Any unauthorized release of Confidential Information may result in termination of the Agreement, suspension of on-line access accounts, or the demand for return of all Confidential Information. Each Party warrants that its agents, employees, Authorized Users, or subcontractors are bound to all confidentiality and security obligations of this Agreement.

6.2 Release of Records to State Agencies

The WSP may release Records to the WTSC for carrying out the purpose, powers, and duties of the WTSC as defined in RCW 43.59. The WSP may release records to other state agencies with an authorized purpose for receiving records upon request. The WSP will maintain Records sharing agreements with external agencies receiving records governed by this Agreement.

6.3 Release of Records for Human Subjects Research

Release of Confidential Information for human subject research shall comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board.

7. Keep Washington Working / Immigration Law

Under Washington law, the WSP and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. The purpose of this provision is to make clear that the Parties interpret this Agreement as consistent with Washington law, including RCW 10.93.160, and that the WSP and its personnel shall not engage in any acts prohibited by Washington law.

The Parties to this Agreement agree not to use or share any information obtained from the TraCS system, the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities prohibited by RCW 10.93.160 and/or WA Executive Order 17-01.

8. Directive 22-12 Reproductive Health Care Rights

This Directive prohibits cooperation or assistance with out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Neither the WSP nor any of its employees or subdivisions may contract in any way to provide civil or criminal cooperation or assistance with abortion and other reproductive health care investigations, prosecutions or other legal actions, including through agreements for task force participation, mutual aid, data (Record) sharing, communications dispatch, or any other agreement that shares resources and/or provides Records as described herein. the WSP shall not use or share WSP resources, Records, or Confidential Information or other information ascertained by the WSP or its personnel, with any third parties to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

Therefore, to comply with Governor's directive 22-12 and applicable statutes, the Agency shall not use or share any Confidential Information and/or Records, with any third parties or to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, reproductive health care history, and family members' names, absent a court order or judicial warrant, except as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this Agreement and shall be reported to a designated WSP official.

9. Records Retention Notification

WSP will notify Agency when Records owned by the Agency have met the WSP requirements for destruction. WSP will provide Agency 14 (fourteen) days to export any Records owned by the Agency before WSP submits a destruction request.

10. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall for all purposes continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. Personnel of either Party providing services under the terms of this Agreement shall be under the direct command and control of that Party's Chief or appropriate authority or designee and shall perform the duties required by this Agreement in a manner consistent with respective Party's policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the respective Party's Chief or appropriate authority or designee.

11. Agreement Alterations and Amendments

This Agreement may be amended or altered upon execution of a written mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

11.1 Changes to the points of contact information may be provided in writing by email to the other Party within 10 days of any such change and enter into a written amendment to memorialize such change.

11.2 Without need for written amendment, in its sole discretion, the WSP may require changes in Records formats, report forms and other business rules. The Agency will be notified when any changes or updates to these requirements occur, and the Agency shall comply with any such changes.

11.3 WSP shall advise the Agency of any changes to *Attachment C (eTRIP Committee Training)* within five (5) business days of the change taking effect, without need for written amendment.

12. Termination

Either Party may terminate this Agreement upon 30 days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement before the effective date of termination.

13. Disputes

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

14. Governance

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington, and any applicable federal laws and WSP policy. The provisions of this Agreement shall be construed to conform to those laws and policy.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and rules;
2. The terms of this Agreement;
3. Statement of Work for Data Security Requirements (Attachment A);
4. WSP Policy; and
5. Any other provisions of the Agreement, including material incorporated by reference.

15. Assignment

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

16. Waiver

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment executed between the Parties.

17. Hold Harmless

To the extent allowable by law, each Party shall defend, protect, and hold harmless the other Party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that Party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

18. Subcontracting

Subcontractors are not allowed under this Agreement.

19. Severability

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

20. Termination of Access

Each Party may at its discretion disqualify an individual authorized by the other Party from gaining access to Records or Confidential Information. Termination of access of one individual by either Party does not affect other individuals authorized under this Agreement. The Party requiring disqualification shall notify the other Party of the disqualification within 48 business hours of the event.

21. Filing Requirements

This Agreement may be required to be filed with the Department of Enterprise Services pursuant to Chapter 39.26, 39.34.040, and 34.080 RCW. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing.

22. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington

23. Antidiscrimination - SB 5186

23.1 ***Nondiscrimination Requirement***. During the term of this Agreement, Agency shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Agency shall give written notice of this nondiscrimination requirement to any labor organizations with which Agency has a collective bargaining or other agreement.

23.2 ***Obligation to Cooperate***. Agency shall cooperate and comply with any Washington state agency investigation regarding any allegation that Agency has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

23.3 ***Default***. Notwithstanding any provision to the contrary, WSP may suspend Agency upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSP receives notification that Agency is cooperating with the investigating state agency. In the event Agency is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSP may terminate this Agreement in whole or in part, and Agency may be referred for debarment as provided in RCW 39.26.200. Agency may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

24. Supplier Diversity

This Agreement is not subject to Subcontractor Payment Reporting.

25. Agency Contacts

The below-listed Contacts for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contacts for the Agency are:	The Contacts for the WSP are:
Steven J. Burney *(Signing Authority Name)* *(Record Sharing Agreement Issues)* City of Olympia 601 4th Ave E Olympia WA 98501 Phone: 360-753-8300 Email: jburney@ci.olympia.wa.us	Debra Peterman, TraCS Program Manager Washington State Patrol PO Box 42622 Olympia WA 98504-2622 Phone: 253-753-8285 Email: debbie.peterman@wsp.wa.gov Jamie Ralkey, TraCS Support Specialist *(Technical Issues and Change Requests)* Phone: 360-705-5999 Email: TraCS@wsp.wa.gov

26. Public Disclosure

The Parties acknowledge that both Parties are subject to Chapter 42.56 RCW and that this Agreement shall be a public record as defined in the Public Records Act. Any specific information claimed by either Party to be proprietary information must be clearly identified as such. To the extent consistent with Chapter 42.56 RCW, the Parties shall maintain the confidentiality of all such information marked as proprietary information. If a public records request for a copy of this Agreement is received pursuant to Chapter 42.56 RCW, or if a public records request is received for Confidential Information, or other documentation related to the TraCS system, the receiving Party will give the furnishing Party ten days' written notice at the furnishing Party's last known address before releasing any documents that Party has marked as proprietary information. It is furnishing Party's responsibility to take legal action to obtain an injunction prior to the expiration of the ten days' notice. To the extent allowable by law, the furnishing Party will indemnify, defend, and hold harmless the receiving Party for release of documents related to this contract as required by law. Nothing contained in this Section or any other portion of this Agreement affects or modifies either Party's obligation to disclose public records under Chapter 42.56 RCW or other applicable law.

If either Party receives a public records request under Chapter 42.56 RCW for any records containing information subject to this Agreement, the receiving Party agrees to notify the other Party's Public Records Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The WSP Public Records Section can be contacted at pubrecs@wsp.wa.gov.

The receiving Party must provide a copy of the records with proposed redactions to the furnishing Party within the time frame required by WSP Public Records Section. The furnishing Party will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the receiving Party's redactions, or request more time if needed. If the receiving Party disagrees with any of the furnishing Party's concerns or proposed changes, the receiving Party must notify the furnishing Party of that disagreement and provide them with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.

27. Force Majeure

Neither Party shall be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the reasonable control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48)

hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the Party from performing in accordance with this contract. Rights Reserved: Either Party reserves the right to cancel the Agreement during the time of force majeure, and the other Party Agency shall have no recourse against the cancelling Party.

28. Electronic Signatures

A signed copy of this document or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this document or such an ancillary document for all purposes. Approved signatures shall include wet ink scanned signatures, or certified electronic signatures. Uncertified electronic signatures are not considered valid signatures and shall not be accepted.

29. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Notwithstanding any provision to the contrary, in no event shall any unilateral documents such as "click-through agreements," software or web-based application terms and conditions, or any other unilateral agreement not specifically incorporated herein modify the terms and conditions of this Agreement.

Each party to this document, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this document and that its execution, delivery, and performance of this document has been fully authorized and approved, and no further approvals or consents are required to bind each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

STATE OF WASHINGTON City of Olympia	STATE OF WASHINGTON WASHINGTON STATE PATROL
Signature Date Name: Steven J. Burney Title: City Manager	Signature Date Name: Christopher Anderson Title: Information Technology Division Commander

Attachment A:
Statement of Work for
Data Security Requirements

The Agency shall furnish the necessary personnel, equipment, material, or services and otherwise do all things necessary incidental to the performance of work as set forth below.

This Attachment A documents the security requirements for transferring, accessing, and protecting WSP's network, Records, or Confidential Information shared under the terms of this Agreement**.**

1. Description of Records

TraCS Records consist of three primary parts:

Part One: The TraCS Forms Manager is used by law enforcement officers and prosecutors across the State of Washington to collect Data and to create, print, and file electronically NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms.

Part Two: The TraCS Configuration Manager is used by Local Agency System Administrators (LASA) to manage Agency User Accounts

Part Three: All eTRIP Committee partner agency applications that receive and process Records collected on the NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms and all other TraCS Forms, current or future, either through TraCS (or on paper forms).

2. Agency Responsibilities

The Agency certifies that it operates computers to create or review NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms pursuant to federal, state, and local requirements using TraCS. Under this Agreement the responsibilities of the Agency are:

a. The Agency shall designate LASA as the primary contact for TraCS and who will receive TraCS Administrator training. The LASA shall:
   - Document and submit recommendations for modification of TraCS via the change request process;
   - Manage the connection(s) needed to move Records between the TraCS application to the TraCS database;
   - Provide support for Agency Users and reviewers;
   - Update required Agency processes with the parameters of TraCS; and
   - Contact the WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.

b. Agency support staff will install TraCS software on Agency-owned equipment. The Agency will not share the TraCS installation package with any third party not specifically bound by the confidentiality obligations of this Agreement.

c. The Agency will adhere to the TraCS application standards for the computing environment as published by WSP and documented in the Agency application for use of the TraCS system. The Agency will make its electronic reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency equipment maintains current virus checking software. If the Agency equipment becomes infected, the Agency will take all necessary steps to remove the virus and ensure the virus is not transmitted to the TraCS server located at and maintained by the WSP.

d. Agency Users and reviewers will send/transmit PTCRs, NOIs, and NOCCs electronic records regularly and promptly. All Agency Users and reviewers will adhere to the training program.

e. The Agency will be responsible for all required hardware and software purchased for the Agency use of the TraCS application and the transmittal of electronic records to the WSP, including Agency personnel, operating, maintenance, and Records transmission costs. Any costs associated with the Agency interfacing with the TraCS database through JINDEX will be the responsibility of the Agency.

3. WSP Responsibilities

a. The WSP will provide TraCS software to the Agency at no charge. Maintenance of the TraCS Client application is provided by a third-party vendor Technology Enterprise Group, Inc. (TEG) and the WSP, including maintaining TraCS baseline code, compliance with the business rules, Records formats, and standardized forms. the WSP will provide a secure environment for electronic Records, and retain these Records according to federal and state laws and regulations. the WSP will also provide the Agency with any evasive action required to protect the TraCS computing environment from significant risk.

b. The WSP will create LASA accounts, train the LASA, and assist the LASA in administration of agency accounts.

c. The WSP will provide a change request/control process via the ServiceNow application; coordinate change requests describing issues or enhancements through the eTRIP Committee; and provide notification of application modifications at least 30 days in advance of implementation, unless the change is required for immediate security or compliance purposes.

d. The WSP will transmit NOIs and NOCCs to AOC, and transmit PTCRs to WSDOT and DOL via the JINDEX application.

e. The WSP reserves the right to review and approve Agency equipment security measures and to suspend or withhold service if a security risk to the TraCS exists or if the Agency fails to correct a known security deficiency with a reasonable time. The WSP shall provide the Agency with written notice of the required correction and the reason for the suspension. Service will be restored upon correction of the security issue to the reasonable satisfaction of the WSP. This includes validation of current virus checking software packages.

f. The WSP will provide system requirements to Agency during the application process and will answer questions when asked by the Agency regarding security and system requirements.

g. The WSP will support eTRIP Committee sanctioned training.

h. The WSP Information Technology Division Customer Services will provide first-level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the TraCS system. Agencies may call (360) 705-5999 to request support. This support is limited to resolutions for routine questions on the TraCS application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by the WSP/ITD/CSU will be escalated to the WSP/ITD/TraCS Support; this higher level of support is provided during regular business hours, Monday through Friday.

4. Use of Records

Except as otherwise outlined in this Agreement or required by law, the Records provided by either Party shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The Records shall not be duplicated or disclosed to any third except as authorized in Section 6.1 of the Agreement. Each Party shall not use the Records provided for any purpose not specifically authorized under this Agreement.

Attachment A:
Statement of Work for
Data Security Requirements

The Party to this Agreement that receives personal information from another state agency must protect it in the same manner as the original agency that collected the information pursuant to Executive Order 00-03.

5. Copyrights

For all purposes under Title 17 U.S.C., the State of Washington shall be the copyright owner of all copyrightable material which originates from this Agreement, including but not limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, or sound reproductions. Ownership includes the right to use, copyright, patent, register, and transfer these rights. Notwithstanding the foregoing, Agency shall retain copyrights on all Agency owned copyrightable materials.

6. Security of Records

Each Party shall take due care to protect the shared Records from unauthorized physical and electronic access, as described in this Agreement, to ensure the Parties are in compliance with all appropriate federal laws, Criminal Justice Information Services (CJIS) Security Policy as appropriate, and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) security standards.

7. Records Handling Requirements

The handling requirements and protective measures for (Restricted) Confidential Information or Records while in motion and at rest are as follows:

a. *GENERAL ACCESS:*
Access to the TraCS application is based on business need-to-know. It is explicitly authorized by the WSP Record owner to specific individuals.

b. *Transmission of Records:*
i. Electronic file transfer— Secure file transfer (encrypted) required
ii. Transmission by mail—Traceable delivery required (e.g., messenger, federal or commercial carrier, certified, return receipt mail)
iii. Transmission by facsimile to a facility that is not secure is prohibited
iv. Electronic Mail – Encrypted files/attached to email required
v. Portable Storage Media, e.g., CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required

c. *Print:*
Store in a secured and lockable enclosure.

d. *Copying:*
Photocopying equipment use electronic storage devices to process the photocopied/ scanned images. Any electronic storage devices in the photocopying equipment must be either wiped or destroyed upon termination of this Agreement

e. *Media Disposal:*
i. Printed materials (reports and documents): Destruction is required (recycling is prohibited). Crosscut shredding of printed material is approved. The use of certified, marked, and locked bins to hold printed material until it is shredded is appropriate.
ii. Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard Data cleaning program and then may be reused. Note: Inoperable electronic media must be destroyed. For example, failed hard disks are not returned to the manufacturer, but are destroyed.

f. *Physical Security of Data (Records):*
Access to areas containing the Data (Records) must be physically restricted. Records must be locked when left unattended.

g. Electronic Records at Rest:

If there is a need for Records to be stored on any of the Recipient's devices, the Agency must assure unauthorized access cannot take place, including but not limited to session locks with password protection when the computer is on and left unattended. Records stored on non-WSP equipment must be encrypted utilizing FIPS 140-2 certified encryption software as required by Section J(iv) below.

h. Authentication of User Identity:

i. Authentication from inside a WSP facility for the Agency staff to access internal LAN and computer systems requires User ID and password.

ii. Authentication for the Agency staff from a location outside of a WSP facility requires strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.).

i. Records Recovery:

If either Party experiences loss of the Records or equipment obtained or maintained pursuant to this Agreement, that Party shall promptly provide written notification to the other Party's Contract Manager.

j. Systems Management:

The Agency shall ensure all systems, including portable systems, are maintained with all best security practices equal to WSP's including but not limited to:

i. Install and maintain commercially available antivirus program
ii. Maintain current levels of security patches on operating systems
iii. Utilize firewalls
iv. Utilize FIPS 140-2 certified encryption software with proper configurations
v. Maintain physically secure areas for information systems
vi. Monitor logs
vii. Utilize an established incident plan
viii. Report incidents involving WSP Data

Attachment B:
Data Classification and Method of Data Access

RECORDS CLASSIFICATION DECLARATION

Records described in this Data Sharing Agreement are assessed to be in the following confidentiality classification:

☒ CONFIDENTIAL

A Data classification for Data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

☐ RESTRICTED CONFIDENTIAL

A Data classification for the most sensitive medical and business Data within the agency. It is confidential (as defined above), however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees, or business partners.

METHOD OF RECORDS ACCESS

Method of Access/Transfer

The Data shall be provided by the WSP in the following format:

☐ Encrypted Data on CD-ROM
☐ Encrypted electronic mail
☐ Encrypted files/Data attached to electronic mail
☐ US or CMS mail
☐ Secure file transfer
☐ On-line application
☐ Network assessment
☒ Direct connection to the network –and security information to assure Client connectivity.
☐ Other:

Frequency of Records Exchange

☐ One time: Records shall be delivered by (date)
☐ Repetitive: frequency or dates
☒ As available

AUTHORIZED ACCESS TO RECORDS

Access to the TraCS Records is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the Records available, the Agency shall notify all staff with access to the Records of the use and disclosure requirements.

Attachment C:
eTRIP Committee Training

1. TRAINING REQUIREMENTS

a. Training courses conducted must be coordinated with the Washington Association of Sheriffs and Police Chiefs (WASPC) TraCS Training Coordinator.

b. Each Agency User must attend a WASPC sponsored training course.

c. WASPC will provide a course attendee list to the WSP for User account creation.

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

City Council

Approval of a Resolution Authorizing an Agreement with Mark Scheibmeir for Hearing Examiner Services

Agenda Date: 4/14/2026
Agenda Item Number: 4.G
File Number:26-0263

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

Title
Approval of a Resolution Authorizing an Agreement with Mark Scheibmeir for Hearing Examiner Services

Recommended Action
Committee Recommendation:
The Land Use & Environment Committee recommends moving to approve a Resolution authorizing an agreement with attorney Mark Scheibmeir for Hearing Examiner Services.

City Manager Recommendation:
Move to approve a Resolution authorizing an agreement with attorney Mark Scheibmeir for Hearing Examiner Services.

Report
Issue:
Whether to approve a Resolution authorizing an agreement with attorney Mark Scheibmeir for Hearing Examiner Services.

Staff Contact:
Tim Smith, Director, Community Planning and Economic Development, 360.570.3915

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
The Land Use and Environment Committee (LUEC) directed staff to move forward with a Request for Qualifications (RFQ) for the services of both Hearing Examiner and Pro Tem Hearing Examiner at their meeting on December 18, 2025. The current Hearing Examiner contract will expire on April 30, 2026. The purpose of having a Pro Tem Hearing Examiner is to ensure land use matters can be heard if the Hearing Examiner has either a schedule conflict or is otherwise unavailable due to illness or other matter.

The position of Hearing Examiner is established in Olympia Municipal Code (OMC) Chapter 18.82.

The purpose of this Chapter, as stated in OMC 18.82.020, is to:

1. Separate the land use regulatory function from the land use planning process.
2. Ensure procedural due process and appearance of fairness in land use regulatory hearings and decisions.
3. Provide an efficient and effective land use regulatory system which integrates the public hearing and decision-making processes for land use matters.
4. Provide for consistency and predictability in land use decision making and the application of policies and regulations adopted by the City.
5. Establish clear and understandable rules governing the land use decision-making process.

An RFQ was posted on the City website in December 2025, along with being published in the Daily Journal of Commerce. The RFQ was also distributed to members of the Hearing Examiner Association of Washington. Two responses to the RFQ were received. A City staff screening committee reviewed the responses and forwarded both candidates to the LUEC for interviews. LUEC then conducted interviews of the two candidates at a special public meeting on February 17, 2026.

The LUEC formally recommended Mark Scheibmeir to serve as the City's Hearing Examiner at their February 26, 2026 meeting. The LUEC also recommended attorney Phil Olbrechts as the City's Pro Tem Hearing Examiner.

Staff will bring forward a Resolution authorizing a Professional Services Agreement for Pro Tem Hearing Examiner Services with Mr. Olbrechts at a future Council meeting.

Climate Analysis:
This agenda item is not expected to directly result in impacts to greenhouse gas emissions. However, the Hearing Examiner's role in development review services enable energy-efficient construction consistent with the City's Comprehensive Plan policies for more dense patterns of development. This will support increased use of alternative transportation modes that help reduce greenhouse gas emissions.

Equity Analysis:
The City strives to provide City services including the development review process equitably to our community members 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):
The work of the Hearing Examiner has been a topic of interest to many community members as development continues throughout the City.

Financial Impact:
There is not a direct financial impact related to this RFQ and selection process. The Hearing Examiner contract will continue to provide for the Examiner to be paid on an hourly basis for required hearings, not to exceed the sum of $275 per hour.

Permit fees are included in OMC 4.40 for staff costs to prepare and conduct Hearing Examiner hearings, and for appeals to the Examiner of administrative decisions.

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

Options:

1. Move to approve a Resolution authorizing an agreement with attorney Mark Scheibmeir for Hearing Examiner Services.
2. Do not approve the Resolution.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND MARK C. SCHEIBMEIR FOR HEARING EXAMINER SERVICES

WHEREAS, the position of Hearing Examiner is established in Olympia Municipal Code (OMC) Chapter 18.82, and per OMC 18.82.040, the Hearing Examiner shall be selected by the City Council and may be retained on a professional service contract for a term and on conditions determined appropriate by the Council; and

WHEREAS, the current Hearing Examiner, Mark Scheibmeir, has been under contract with the City as Hearing Examiner since 2013, and that contract will expire on April 30, 2026; and

WHEREAS, on December 18, 2025, the Land Use & Environment Committee (LUEC) directed staff to move forward with a Request for Qualifications (RFQ) for the services of Hearing Examiner; and

WHEREAS, the City posted an RFQ on the City's website in December 2025 and published the RFQ in the Daily Journal of commerce. The RFQ was also distributed to members of the Hearing Examiner Association of Washington; and

WHEREAS, the City received two responses to the RFQ, and a City staff screening committee reviewed the responses and forwarded both candidates to the LUEC for interviews; and

WHEREAS, LUEC then conducted candidate interviews at a special public meeting on February 17, 2026. LUEC subsequently held a discussion on the candidates and forwarded a recommendation to the City Council that attorney, Mark Scheibmeir, continue his service as Olympia Hearing Examiner under a new contract for a two-year period, with an option to extend the contract for two years upon the mutual agreement of Mr. Scheibmeir and the City;

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

1. The Olympia City Council hereby approves the form of Professional Services Agreement between the City of Olympia and Mark C. Scheibmeir for Hearing Examiner services upon the terms and conditions contained therein.

2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia the Professional Services Agreement with Mark Scheibmeir for Hearing Examiner services, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
FOR
HEARING EXAMINER SERVICES

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 attorney, Mark C. Scheibmeir, (hereinafter "Hearing Examiner"), and singularly shall be referred to as a "Party."

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

B. The Hearing Examiner has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

A. The City of Olympia hereby appoints attorney, Mark C. Scheibmeir, as the City's Hearing Examiner. The Hearing Examiner shall have the authority to hear all land use regulatory cases identified in Olympia Municipal Code (OMC) Chapters 18.82 and 18.75, as well as any code enforcement action where the Hearing Examiner has the authority in the OMC to hear such actions. This Agreement is the complete agreement between the parties. The City Manager and/or his designee has the authority of day-to-day administration of this Agreement.

B. The City shall provide "clerk" services for the Hearing Examiner, which shall be limited to: duties imposed by the Olympia Municipal Code (staff reports, public notice); arranging for the time and date of hearings and other proceedings such as teleconferences and virtual Zoom or pre-hearing meetings when deemed appropriate by the Hearing Examiner; maintaining the record of a case, and providing the Hearing Examiner with a copy of the record, as requested by the Hearing Examiner; collecting and forwarding public comment as provided by code and unless otherwise specified by the Hearing Examiner; and making a recording of hearings and appeal proceedings.

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 April 30, 2028 ("Term"). This Agreement may be extended once for an additional two years upon the mutual written agreement of the City and the Hearing Examiner.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City. The Hearing Examiner shall have the option to terminate this Agreement after thirty (30) days upon delivery of written notice to the City.

4. Compensation.

A. Hearing Examiner's Fee. An amount not to exceed the sum of Two Hundred and Seventy-Five and 00/100 Dollars ($275.00) per hour.

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, ***which invoice shall specifically describe the Services performed, the name of Hearing Examiner's personnel performing such Services, the hourly labor charge rate for such personnel)*** 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. Hearing Examiner Responsible for Taxes. The Hearing Examiner 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 Hearing Examiner and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Hearing Examiner
Mark C. Scheibmeir
Scheibmeir, Kelly & Nelson, P.S.
299 NW Center Street, Chehalis WA 98532
mark@centerstlaw.com
360.748.3386

City of Olympia
Tim Smith
Director, Community Planning and Economic Development
PO Box 1967, Olympia WA 98507-1967
tsmith@ci.olympia.wa.us
360.570.3915

6. Compliance with Laws.

The Hearing Examiner 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 Hearing Examiner affirms that he 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 the Washington State Bar Association, and being

registered to do business in the City of Olympia by obtaining a City of Olympia business license and registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Hearing Examiner is an independent contractor and that the City shall be neither liable nor obligated to pay the Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Hearing Examiner 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 the Hearing Examiner's ability to perform the Services. The Hearing Examiner agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Hearing Examiner services, programs or activities, and all Hearing Examiner hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by the Hearing Examiner or by the Hearing Examiner'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. The Hearing Examiner shall not violate any of the terms of OMC Chapter 7.01, 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 Hearing Examiner's breach, may result in ineligibility for further City agreements.

B. In the event of the Hearing Examiner'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 Hearing Examiner may be declared ineligible for further agreements or contracts with the City. The Hearing Examiner, 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, the Hearing Examiner must complete and return the *Statement of Compliance with*

Nondiscrimination attached as Exhibit A. If the contract amount is $50,000 or more, the Hearing Examiner shall execute the attached Equal Benefits Declaration - Exhibit B.

10. Confidentiality.

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

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner and the City, its officers, officials, employees, and volunteers, the Hearing Examiner's liability hereunder shall be only to the extent of the Hearing Examiner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hearing Examiner'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 Hearing Examiner 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 Hearing Examiner, his agents, representatives, or employees.

C. No Limitation. The Hearing Examiner's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Hearing Examiner 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. The Hearing Examiner 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 Hearing Examiner'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 Hearing Examiner's profession.

E. Minimum Amounts of Insurance. The Hearing Examiner 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 $2,000,000 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 Hearing Examiner'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 Hearing Examiner'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. The Hearing Examiner 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 Hearing Examiner before commencement of the work.

I. Notice of Cancellation. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner from the City.

K. City's Full Access to Hearing Examiner Limits. If the Hearing Examiner 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 Hearing Examiner, irrespective of whether such limits maintained by the Hearing Examiner 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 Hearing Examiner.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by the Hearing Examiner 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 the Hearing Examiner at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Hearing Examiner.

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 Hearing Examiner, the cost of which the Hearing Examiner 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 Hearing Examiner. If the Hearing Examiner 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 Hearing Examiner. 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner, or which results from the failure on the part of the Hearing Examiner 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 Hearing Examiner shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner fail to provide records created or used by the Hearing Examiner in his work for the City within ten (10) days of the City's request for such records, the Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner desires to assign this Agreement or subcontract any of its work hereunder, the Hearing Examiner 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 the Hearing Examiner represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Hearing Examiner 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 five (5) 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 Hearing Examiner'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 the Superior Court of Thurston County for the State of Washington.

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 Hearing Examiner certifies to the best of his knowledge and belief, that he and his 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 Hearing Examiner is unable to certify to any of the statements in this certification, such Hearing Examiner 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, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber
Mark Barber, City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Hearing Examiner.

MARK SCHEIBMEIR:

By: Mark C. Scheibmeir
Mark C. Scheibmeir
299 NW Center Street
Chehalis WA 98532
360.748.3386
Date of Signature: 04/01/2026

Exhibit "A"

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, and the City has adopted a Code Against Discrimination in OMC Chapter 7.01. 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. 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.

_____ _____

(Signature) (Date)

_____

Mark C. Scheibmeir

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 "B"

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.

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.

Mark C. Scheibmeir
Consultant Name

_____	Mark C. Scheibmeir
Signature	Name (please print)
_____	Attorney at Law
Date	Title

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

City Council

Approval of a Resolution Authorizing an Easement Agreement with City of Lacey for Utility Purposes

Agenda Date: 4/14/2026
Agenda Item Number: 4.H
File Number:26-0264

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

Title
Approval of a Resolution Authorizing an Easement Agreement with City of Lacey for Utility Purposes

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a Resolution Authorizing an Easement Agreement with City of Lacey for Utility Purposes.

Report
Issue:
Whether to approve a Resolution Authorizing an Easement Agreement with City of Lacey for Utility Purposes.

Staff Contact:
Adam Dreller, City Surveyor, Public Works Engineering, 360.753.8352

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
The City of Lacey is proposing the installation of a water main in Pacific Avenue (SR-510) near Olympia's existing 36-inch water main. The two waterlines will cross near 8673 Pacific Avenue SE.

Olympia's 36-inch transmission main supplies approximately 85 percent of the City's potable water and is a critical piece of the Drinking Water Utility's infrastructure. To reduce risks associated with construction of the City of Lacey's proposed main, Engineering staff recommends that their main crosses above the Olympia transmission main. In order to achieve this alignment of the City Lacey water main, a permanent easement is required through City of Olympia owned property.

Climate Analysis:

The proposed easement with the City of Lacey is expected to have minimal impact on greenhouse gas emissions. The emissions produced during construction and maintenance are the only known impacts to climate.

Equity Analysis:
This easement does not appear to have any indication that this project will create a burden on the surrounding community.

Neighborhood/Community Interests (if known):
There are no known community interests.

Financial Impact:
There is no financial impact as this has mutual benefits between the City of Lacey and the City of Olympia when past, present and future projects arise.

Options:

1. Move to approve a Resolution authorizing the execution of an Easement Agreement by the City Manager for the installation and maintenance of a City of Lacey water main over City owned property between SR-510 and the Plat of Freestone Station Division Two.
2. Direct staff to modify the Resolution and return to Council for approval at a later date.
3. Do not approve a Resolution approving and granting an Easement by the City Manager for the installation and maintenance of the City of Lacey water main. The City of Lacey will need to revise their water main route and delay their project.

Attachments:
Resolution
Waterline Easement
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN EASEMENT BETWEEN THE CITY OF OLYMPIA AND THE CITY OF LACEY FOR UTILITY PURPOSES

WHEREAS, The City of Lacey needs access to construct and maintain their waterline; and

WHEREAS, the planned access path crosses City of Olympia property, making an easement necessary;

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

1. The Olympia City Council hereby approves the form of Easement between the City of Olympia and City of Lacey, and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Easement and any other documents necessary to implement the Easement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Easement, 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:

_____
SENIOR DEPUTY CITY ATTORNEY

After recording return document to:

City of Lacey
Department of Public Works
420 College St Se
Lacey, WA 98503

Document Title**: WATERLINE EASEMENT**

Grantor(s) (Last name first, then first name and initials):

1. **CITY OF OLYMPIA**

2. _____

3. _____

4. _____

5. Additional name(s) on page _____ of document.

Grantee**: CITY OF LACEY**

Abbreviated Legal Description (i.e. lot, block, plat or section, township, range):

NW 1/4 OF SEC. 24, T18N., R1W., W.M.
_____

Actual legal is on page _____**2**_____ of document.

Assessor's Property Tax Parcel Number: **11824440200**

Section, Township, Range: S **__24___,** T **__18____** N, R **___1W_____** , W.M.

Fronting Street**: PACIFIC AVE SE (SR 510)**

Cross Street**:** _____

UTILITY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between , **CITY OF OLYMPIA**, a municipal corporation, hereinafter called the GRANTOR, and the **CITY OF LACEY**, a municipal corporation, hereinafter called the GRANTEE,

WITNESSETH:

For valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grant and convey to the Grantee, its successors and assigns, A PERPETUAL EASEMENT FOR WATERLINE, over, under, upon and through a portion of that certain real property situate and being in the County of Thurston, State of Washington, more particularly described as follows, TO WIT:

PARCEL:

A strip of land 40 feet wide across a fraction of the Northwest Quarter of the Northwest Quarter of Section 24, Township 18 North, Range 1 West, W.M. and described in deed recorded under Auditor's File No. 412465, records of said county, more particularly described as follows:

Commencing at the Northwest corner of Section 24, Township 18 North, Range 1 West, W.M.; thence S 00°11'51" West 1322.35 feet to the West Quarter corner of said Northwest Quarter; thence S 88°49'29" E 1197.2 feet to the true point of beginning of this description; thence continuing 102.5 feet on preceding course, being on the south line of the Northwest Quarter of the Northwest Quarter of said Section 24, to a point which bears 2.55 feet North 88°49'29" W from the center corner of said Northwest Quarter of said Section 24; thence N 66°03'57" W to the southerly right of way of Old Pacific Highway; thence westerly on said southerly right of way to a point 40 feet from and at right angles to preceding course; thence S 66°03'57" E to the true point of beginning, being all in the Northwest Quarter of the Northwest Quarter of said Section 24, a part of that certain land fraction recorded in Volume 93 of deeds, Page 560 and Volume 96 of deeds, Page 448, records of said county.

EASEMENT:

Commencing at the most westerly corner of Tract A of the Plat of Freestone Station Division One recorded on August 13th, 2008 under Auditor's File No. 4029506, records of said county, also being on the southerly right of way of Old Pacific Highway (SR 510) as described in deed recorded under Auditor's File No. 4021490; thence along the prolongation of the above described curve to the right, having a radius of 974.21 feet the radius point of which bears N04°05'44"E; thence westerly 10.21 feet along said curve through a central angle of 00°36'01" to the POINT OF BEGINNING; thence continuing along curve to the right, having a radius of 974.21 feet; thence westerly 100.80 feet along said curve through a central angle of 05°55'41" ; thence S63°30'27"E a distance of 81.13 feet to a point which is 4.50 feet northeasterly, measured perpendicular of the southerly line of the above described 40 foot strip; thence N50°07'22"E a distance of 35.50' feet to the point of beginning.

Containing 1,232+/- sq. ft.

See Exhibit A attached hereto and by this reference made apart hereof.

(Description prepared under the direction of **Monty. Bryant 10-23-2025**.)

TOGETHER WITH the right to enter upon, over and along said real property hereinbefore described, from time to time, to construct, inspect, repair, alter, modify, replace, remove, and update to present and future technological standards, said utilities. The Grantor shall not place or construct a building or other structure on the permanent easement right-of-way.

Grantee shall provide reasonable advance notice to Grantor prior to non-emergency entry for maintenance or construction.

Grantee agrees that, in construction, maintenance, operation, and/or repair on the above described property, it will, at its own expense and to the extent reasonably practicable, restore the surface of land to the same conditions that existed prior thereto.

The permanent rights herein granted to the Grantee shall continue in force until such time as the Grantee, its successors or assigns, shall permanently abandon the same and upon such removal or abandonment, all rights hereby granted shall terminate.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal (if any) to be hereunto affixed this _____ day of _____, 20____.

CITY OF OLYMPIA

BY _____ BY _____

(Signature) (Signature)

ITS _____ ITS_____

(Title) (Title)

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On the _____ day of _____, 20____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ _____to me known to be the _____(title) of CITY OF OLYMPIA and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Signature of Notary Public_____

Notary (Print Name) _____

Notary Public in and for the State of Washington,
residing at_____

My commission expires: _____

My commission number: _____

Notary Seal

Accepted by the City of Lacey, Washington. this _____ day of _____, 20____.

BY: _____
Scott Egger
Director of Public Works

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above, personally appeared before me, Scott Egger, to me known to be the Public Works Director of the City of Lacey, a Municipal Corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned and on oath states he is authorized to execute the said instrument.

Given under my hand and seal this _____ day of _____, 20____.

Signature of Notary Public_____

Notary (Print Name) _____

Notary Public in and for the State of Washington,
residing at_____

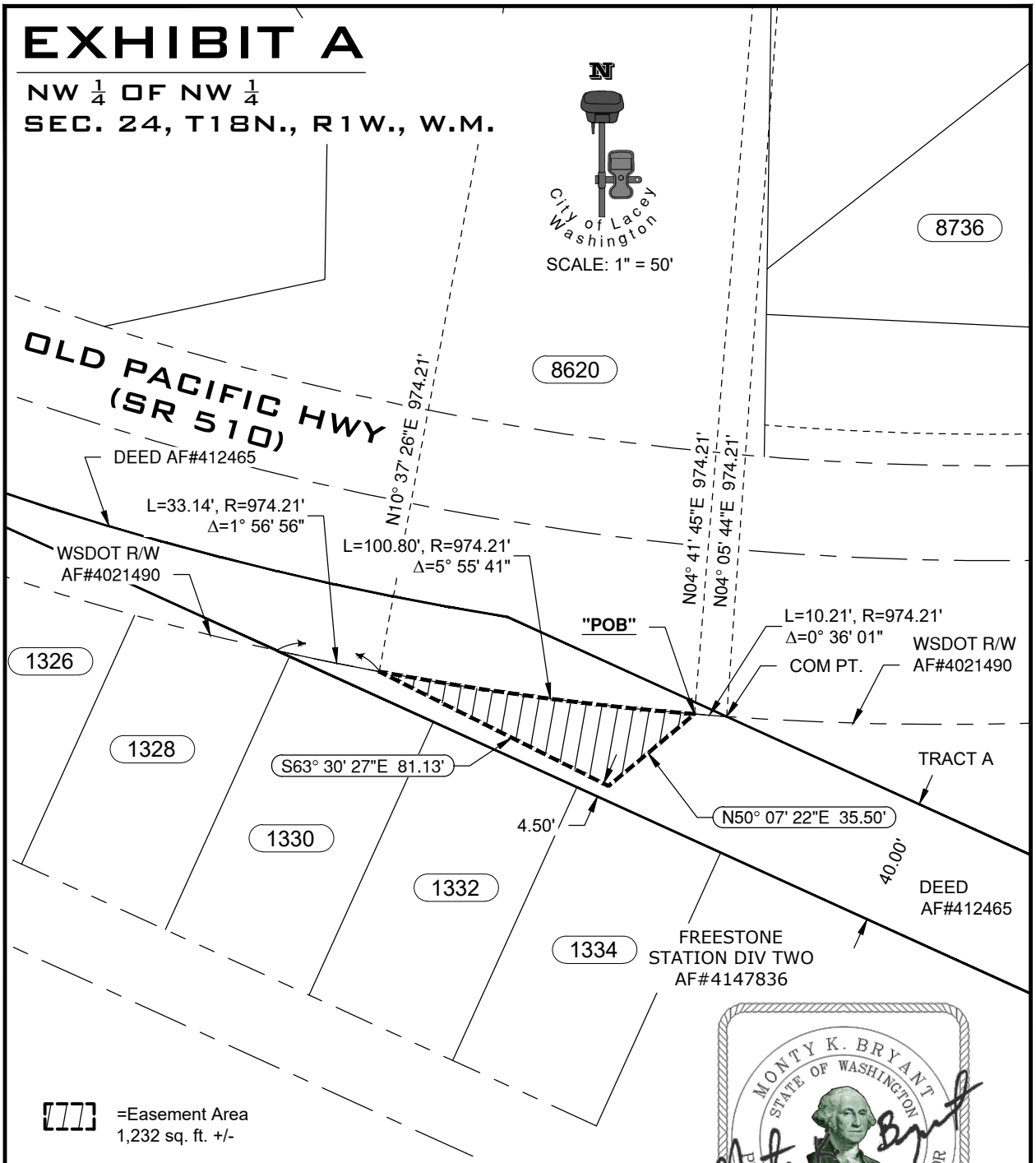
My commission expires: _____

My commission number: _____

Notary Seal

EXHIBIT A

NW ¼ OF NW ¼
SEC. 24, T18N., R1W., W.M.



NOTE:
Could not find record of City of Olympia dedicating right of way to WSDOT on parcel described in deed recorded under Auditor's file no. 412465.

MONTY K. BRYANT
STATE OF WASHINGTON
48748
REGISTERED
PROFESSIONAL LAND SURVEYOR
09-17-2025

Olympia easement South of Pacific 09-2025.dwg

GRANTOR: City of Olympia	CITY OF LACEY, WASHINGTON DEPT. OF PUBLIC WORKS		
PURPOSE: Water Line Easement	DWN. MKB	CKD. RPS	DATE 09-17-2025

Waterline Easement for City of Lacey

Pacific Avenue SE (SR 510)



0 25 50 Feet

1:600

Map printed 4/1/2026

For more information, please contact:
Michael Kaminski, Engineering Technician II
mkaminsk@ci.olympia.wa.us

File name and path: C:\ArcGIS Pro\Projects\Vicinity Map\Vicinity Map.aprx

This map is intended for 8.5x11" landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

N

S

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

City Council

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for a Stormwater Retrofit Project

Agenda Date: 4/14/2026
Agenda Item Number: 4.I
File Number:26-0265

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

Title
Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for a Stormwater Retrofit Project

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a Resolution authorizing a Grant agreement with the Washington State Department of Ecology for a Stormwater Retrofit Project.

Report Issue:
Whether to approve a Resolution authorizing a Grant agreement with the Washington State Department of Ecology for a Stormwater Retrofit Project.

Staff Contact:
Fran Love, Stormwater Engineer, Public Works Water Resources, 360.753.8397

Presenter:
None - Consent Calendar Item.

Background and Analysis:
The Stormwater Retrofit Project will improve water quality in Budd Inlet by installing six bioretention swales with underdrains in city owned right-of-way. The project area is located along Rogers Street (between Langridge Avenue and Hays Avenue) and Hays Avenue (between Rogers Street and Cedar Lane).

The proposed improvements will treat stormwater runoff by removing pollutants such as total suspended solids, copper, and zinc. The project will also reduce localized surface flooding on Rogers Street by diverting peak flows and providing stormwater retention. In total, the project will provide

treatment for 16.6 acres of previously untreated drainage area.

These improvements will enhance pedestrian safety and walkability and are occurring as a result of coordination between the Storm and Surface Water Utility (Utility) and the Transportation Division.

Sidewalks will be constructed concurrently on the west side of Rogers Street between Langridge Avenue and Hays Avenue, improving pedestrian safety and walkability. This work reflects coordination between the Storm and Surface Water Utility and the Transportation Division.

To support construction, the Utility secured a Washington State Department of Ecology Water Quality Financial Assistance Grant in the amount of $759,220, with a required local match of $133,980. Sidewalk construction, estimated at $116,947, will be funded by Transportation. The grant term is two years. This award follows a prior Department of Ecology design-only grant of $24,538, which included a $51,378 local match.

The Green Stormwater Retrofit at Rogers and Hays Project is included in the City's adopted 2026-2031 Capital Facilities Plan, with $100,000 programmed in 2026.

Climate Analysis:
The Green Stormwater Retrofit at Rogers and Hays will increase street side retention capacity along the corridor, helping to reduce localized flooding associated with more frequent and intense rainfall events anticipated due to climate change.

Equity Analysis:
Since the majority of project funding is provided through a grant, the project maximizes the benefit of limited Storm and Surface Water Utility resources for all rate payers. Improved water quality in Budd Inlet will benefit all residents and visitors.

This project also improves water quality within the usual and accustomed area of the Squaxin Island Tribe.

Neighborhood/Community Interests (if known):
Water quality improvement projects consistently receive support from the Utility Advisory Committee (UAC) and the broader community. During the design phase, the Northwest Olympia Neighborhood expressed interest in incorporating sidewalks into the project. In response, the Storm and Surface Water Utility and Transportation Division collaborated to incorporate sidewalk improvements along Rogers Street from Langridge Avenue to Hays Avenue into this stormwater retrofit project.

Financial Impact:
The total estimated project cost is $1,010,147:

- Up to $759,220 will be funded through the Department of Ecology Grant
- $133,980 will be provided as a Storm and Surface Water Utility match
- $116,947 will fund sidewalk construction through Transportation funds

The total City contribution is estimated at $250,927.

Options:

1. Move to approve a Resolution authorizing a Grant agreement with the Washington State Department of Ecology for a Stormwater Retrofit Project.
   This option enables the City to receive grant funding and proceed with construction of stormwater improvements that enhance water quality and reduce flooding.
2. Direct staff to return with additional information before taking action. This option would delay project implementation and may jeopardize grant funding, potentially requiring the Utility to bear full project costs.
3. Do not approve the Resolution. This option would forgo grant funding, delay or eliminate planned stormwater improvements, and may also postpone associated sidewalk construction.

Attachments:
Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE EXECUTION OF A WATER QUALITY COMBINED FINANCIAL GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE GREEN STORMWATER RETROFIT AT ROGER AND HAYS PROJECT IN THE AMOUNT OF $893,200

WHEREAS, The City of Olympia's Stormwater Utility has been selected to receive grant total funding for constructing the Green Stormwater Retrofit at Roger and Hays project through a Water Quality Combined Financial Assistance Grant offered by the Department of Ecology. The project will install bioretention facilities in the vicinity of Rogers and Hays streets to provide treatment for total suspended solids (TSS), dissolved copper, and dissolved zinc and to reduce flows to Budd Inlet by increasing stormwater infiltration; and

WHEREAS, the grant funding from the Department of Ecology in the amount of $759,220, with a 15 percent match required ($133,980) for a total cumulative project cost of $893,200, will be deposited into the Storm and Surface Water CIP Fund 434; and

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

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

1. The Olympia City Council hereby approves the attached Water Quality Combined Grant Financial Grant Agreement between the Washington State Department of Ecology and the City of Olympia for the Green Stormwater Retrofit at Rogers and Hays project and the terms and conditions contained in the Agreement.

2. The City Manager is directed and authorized to execute the attached Water Quality Combined Financial Grant Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the 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:

_____
SENIOR DEPUTY CITY ATTORNEY

Agreement No. WQC-2026-Olympi-00323

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF OLYMPIA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Olympia, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Green Stormwater Retrofit at Rogers and Hays
Total Cost:	$1,010,148.05
Total Eligible Cost:	$893,200.00
Ecology Share:	$759,220.00
Recipient Share:	$133,980.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	01/31/2028
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in Budd Inlet through installation of bioretention facilities with underdrains in the vicinity of Rogers Street and Hays Avenue in the City of Olympia. This project will provide treatment for total suspended solids (TSS), dissolved copper, and dissolved zinc and will also reduce flows to Budd Inlet by increasing stormwater infiltration. Additional benefits of this project include sidewalks for pedestrian safety.

Project Long Description:
This project will improve water quality in Budd Inlet through construction of bioretention facilities in the vicinity of Rogers Street and Hays Avenue within the City of Olympia. The facilities will reduce total suspended solids (TSS), dissolved copper, and dissolved zinc in Budd Inlet which is 303(d) listed for dissolved oxygen. Treatment will also reduce bacteria loads in Budd Inlet Tributaries that must meet applicable freshwater criteria for bacteria. Maintaining an adequate dissolved oxygen level is crucial for ecosystem health in Budd Inlet to

support marine life, maritime operations, and recreation. Mitigating stormwater impacts will also contribute to the success of five priority habitats and species identified by the Washington Department of Fish and Wildlife that rely on clean water.

The Rogers and Hays neighborhood is primarily residential and is heavily trafficked by pedestrians and bicyclists. Expected pollutants include 6PPD-q, pesticides, TSS, oil and grease, other organics, pathogens, heavy metals, and salts. Stormwater from 16.6 acres of untreated contributing area is currently conveyed through roadside ditches, catch basins, and pipes to the outfalls. The contributing area contains 3.09 acres of pollution-generating impervious surface and is divided into two threshold discharge areas (TDAs). The Hays TDA is 5.3 acres, and the Rogers TDA is 11.3 acres sub-divided into four subbasins. Each TDA drains to an outfall which currently flows into unnamed tributaries that connect into Budd Inlet without treatment.

A total of six bioretention cells with underdrains will be constructed in the city-owned right-of-way; one in each of the four Rogers TDA subbasins and two in the Hays TDA. The estimated total water quality treatment benefit is 4.11 acres, in addition to some flow control benefit through infiltration of the runoff. In addition to the bioretention treating TSS and metals, perforated underdrains will be installed to enable infiltration and reduce flows to Budd Inlet and the unnamed tributaries. Sidewalks will be installed alongside the bioretention facilities to improve pedestrian safety and provide an important access connection in the neighborhood.

Overall Goal:
This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Olympia

Federal Tax ID: 91-6001261
UEI Number: YGAHKBHB8B43

Mailing Address: PO Box 1967
Olympia, WA 98507

Physical Address: 601 4th Ave East
Olympia, Washington 98501

Organization Email: jburney@ci.olympia.wa.us
Organization Fax: (360) 709-2797

Contacts

Project Manager	Randy Wesselman Project Manager P.O. Box 1967, 601 4th Ave East Olympia, Washington 98507 Email: rwesselm@ci.olympia.wa.us Phone: (360) 753-8477
Billing Contact	Meegan Crossan Accountant 601 4th Ave East Olympia, Washington 98501 Email: mcrossan@ci.olympia.wa.us Phone: (360) 753-8097
Authorized Signatory	Steven J Burney City Manager 601 4th Ave East Olympia, Washington 98501 Email: jburney@ci.olympia.wa.us Phone: (360) 753-8097

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Rachel Yonemura Project Specialist PO Box 47775 Olympia, Washington 98504-7775 Email: ryon461@ecy.wa.gov Phone: (360) 485-2474
Financial Manager	Joe Kinerk Stormwater Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: joek461@ecy.wa.gov Phone: (360) 742-2875
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Jon Kenning, PhD Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Olympia

By: _____

Steven J Burney Date

City Manager

Michael Young

Deputy City Attorney Date

Gary Franks

Water Resources Director Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $15,000.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	10/01/2025
1.2	Recipient Closeout Report (EAGL Form)	12/31/2026

SCOPE OF WORK

Task Number: 2 **Task Cost:** $11,250.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential effects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and best management practices (BMP) installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the template on ECOLOGY's website. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the template on ECOLOGY's website. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY Project Manager review and notify the ECOLOGY Project Manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, Tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:
The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the Cultural Resources Review Form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the IDP directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when the official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $19,400.00

Task Title: Design Plans and Specifications

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will upload the ECOLOGY-accepted Design Report, responses to ECOLOGY's Design Report comments, and the ECOLOGY Design Report Acceptance Letter.

B. The RECIPIENT will upload the ECOLOGY-accepted 90 Percent Design Package, responses to ECOLOGY's 90 Percent Design Package, and the ECOLOGY 90 Percent Design Package Acceptance Letter.

C. The RECIPIENT will upload the preliminary GIS polygon data for BMP footprint(s) and contributing area(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverable Guidance for more information.

D. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes project plans, specifications, an engineer's opinion of cost with eligible and ineligible costs broken out, and a project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an ECOLOGY Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:
The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses insert. Upload to EAGL and notify ECOLOGY.	
3.2	ECOLOGY Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	BMP footprint(s) and contributing area(s) preliminary GIS polygon data. Upload to EAGL and notify ECOLOGY.	
3.9	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.10	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.11	ECOLOGY Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.12	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $143,045.00

Task Title: Construction Management

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:
The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
The project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $701,705.00

Task Title: Construction

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The project will install six bioretention facilities with underdrains to mitigate runoff from approximately 3.09 acres of pollution-generating impervious surfaces.

B. The RECIPIENT will submit a Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
The constructed project will provide water quality benefits including reductions in total suspended solids (TSS), dissolved copper, and dissolved zinc.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 6 **Task Cost:** $2,800.00

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will submit GIS polygon data that is consistent with the final project for the contributing area(s) and BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, public-facing feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance document for more information.

C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Guidance document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report. If unchanged, provide written documentation.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	BMP footprint(s) and contributing area(s) final GIS polygon data. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. If unchanged, provide written documentation. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG260615

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 01/31/2028
Funding Source:

Title: SFAP - SFY26

Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 15%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	$ 15,000.00
Cultural and Environmental Review, and Permitting	$ 11,250.00
Design Plans and Specifications	$ 19,400.00
Construction Management	$ 143,045.00
Construction	$ 701,705.00
Project Close Out	$ 2,800.00
	Total: $ 893,200.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	$ 133,980.00	$ 759,220.00	$ 893,200.00
Total		**$ 133,980.00**	**$ 759,220.00**	**$ 893,200.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)
SECTION 1: DEFINITIONS
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
"Accrued Interest" means the interest incurred as loan funds are disbursed.
"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
"Build American Buy American (BABA)" means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.
"Bipartisan Infrastructure Law (BIL)" means funding to improve drinking water, wastewater and stormwater infrastructure.
"Centennial Clean Water Program" means the state program funded from various state sources.
"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
"Construction Materials" means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber

optic cables), (including optic glass), lumber, and drywall.
"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
"Davis Bacon Prevailing Wage Act" means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as "prevailing wage" on all government-funded construction, alteration, and repair projects.
"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
"Effective Date" means the earliest date on which eligible costs may be incurred.
"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.
"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.
"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.
"Equivalency" means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.
"Equivalency Project" means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.
"Expiration Date" means the latest date on which eligible costs may be incurred.
"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.
"Final Loan Amount" means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.
"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.
"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.
"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
"Initiation of Operation Date" means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)
"Iron and Steel Products" means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund

(Centennial) Loan made pursuant to this loan agreement.
"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.
"Loan Term" means the repayment period of the loan.
"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
"Manufactured Products" means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concreate; glass, including optical fiber; and lumber.

"Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the Untied States.
"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.
"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.
"Prevailing Wage" means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.
"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
"Project" means the project described in this agreement.
"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.
"Project Schedule" means that schedule for the project specified in the agreement.
"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.
"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been

determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"Unique Entity Identity Identifier (UEI)" means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.
SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."
B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.
Documentation Options:
1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water

quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
d. Real Property Acquisition and Relocation Assistance.
1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
e. Hazardous Substances.
1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
i. No hazardous substances were found on the site, or
ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses
The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.
D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.
E. Electronic Fund Transfers: Payment will be issued through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
F. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY’s project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the

funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages.

Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)
"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)
A. Acquisitions: RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.
C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.
D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim).
E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.
RECPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators

of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.
The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.
Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.
This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.
The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).
In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.
The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines

of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at https://sam.gov/.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization's information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT's Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.

8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are

authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of

principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.
Thereafter, equal payments shall be due every six months.
If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.
Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611
In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.
No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.
2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.
K. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.
Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.
Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long

as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.
Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.
L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.
The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.
O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.
"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:
- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"
P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:
Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.
Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.
Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for

payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
2) Prohibit inflow of stormwater into separated sewer systems.
3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactor

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the

RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
03/11/2026 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2601001.html
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.
b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit the Washington State Procurement Manual web page, Green Purchasing, https://des.wa.gov/purchase/washington-state-procurement-manual/green-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

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

City Council

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Natural Resources for the Urban Forest Management Plan Project

Agenda Date: 4/14/2026
Agenda Item Number: 4.J
File Number:26-0271

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

Title
Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Natural Resources for the Urban Forest Management Plan Project

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a Resolution authorizing a Grant Agreement with the Washington State Department of Natural Resources for the Urban Forest Management Plan Project.

Report Issue:
Whether to approve a Resolution authorizing a Grant Agreement with the Washington State Department of Natural Resources for the Urban Forest Management Plan Project.

Staff Contact:
Kym Foley, Sr Environmental Planner, Public Works Water Resources, 360.570.3957

Presenter:
None - Consent Calendar Item.

Background and Analysis:
The City of Olympia is initiating development of its first Urban Forest Management Plan (UFMP). This strategic and comprehensive document will guide the City in establishing tree canopy goals and inform related policies, programs, operations, and resources needed to implement those goals. The strategies described will strike a balance between environmental health and sustainable urban growth, ensuring that both the benefits and challenges associated with urban trees are distributed equitably across Olympia's community. For the sake of this plan, the "urban forest" refers to trees on both private and public properties, across developed areas and undeveloped natural landscapes.

The City of Olympia has been awarded a Community Forestry Assistance Grant from Washington State Department of Natural Resources (WA DNR) in the amount of $117,800, with no match required. The grant will support development of the UFMP by March of 2028. This funding will be used to implement the following project activities:

- **Community Outreach and Engagement**: To ensure that the plan reflects the needs and long-term vision of people who live, work, or visit in Olympia. A variety of opportunities to engage will be offered to ensure a diverse range of perspectives and identities are represented.
- **Existing Conditions and Best Practices Analysis**: A comprehensive review of current policies, programs, and operations across all departments doing work related to managing trees on both public and private properties. A comparison to updated urban forestry best practices and regional case studies will identify gaps, needs and opportunities to be addressed in the plan.
- **Develop Goals and Strategies:** Tree canopy goals will be established based on findings from the previous two activities and data from the 2023 Olympia Tree Canopy Assessment. Recommendations will be made for potential updates to policies, programs, operations, and resources needed to achieve those goals.

Development of the Urban Forest Management Plan is specifically named in the periodic update of the Olympia Comprehensive Plan (Olympia 2045) under Goal GN3: “A healthy and resilient urban forest is protected and valued for its contribution to the environment and community.” Additionally, the 2024-2029 Phase II National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requires adoption and implementation of tree canopy goals and policies to support stormwater management and water quality improvement in receiving waters (S5.C.1.c.iii).

Climate Analysis:
The urban forest is vulnerable to climate change but also plays a role in advancing climate adaptation and resilience in urban environments. The City has already begun updating many of its programs and operating procedures to account for a changing climate, such as selecting tree species better suited to hotter and drier climates. The UFMP will formalize and expand these strategies and resources needed to maintain a healthy and resilient tree canopy. A robust urban forest helps mitigate effects of urban heat, manage increased stormwater runoff from heavier rain events, and address other climate related challenges.

Equity Analysis:
Historic inequities in urban and environmental planning have left many marginalized communities with significantly less access to trees and green spaces. These disparities contribute to higher temperatures, poor air quality, increased stormwater runoff, and fewer opportunities for recreation and mental health benefits. The UFMP will prioritize equitable distribution of environmental benefits and burdens, along with meaningful community involvement in developing goals and strategies. This approach supports reducing health disparities and improving climate resilience. A UFMP is key to ensuring Olympia’s growth occurs sustainably, balancing the critical need for housing and public infrastructure with a strategically and equitably managed tree canopy that promotes both public and environmental health.

Neighborhood/Community Interests (if known):
Public input received during planning projects over the last several years reveals a strong interest in

trees and the natural environment. Community engagement associated with the Capital Mall Triangle Redevelopment Plan, the Climate Risk and Vulnerability Assessment, the Comprehensive Plan Periodic Update, and others resulted in many comments encouraging the City to review and strengthen its tree protection and climate adaptation policies related to the urban forest. Similarly, community members strongly urge the City to reduce barriers to developing affordable housing, therefore a balance between these complex needs must be met.

Financial Impact:
The WA DNR grant in the amount of $117,800 will fully fund development and delivery of the Urban Forest Management Plan. This funding enables the City to retain an experienced urban forestry consultant to complete much of the work. City staff across multiple departments will contribute time throughout the duration of the project to further inform goals and strategies identified in the plan.

Options:
1. Move to approve a Resolution authorizing a Grant Agreement with the Washington State Department of Natural Resources for the Urban Forest Management Plan Project.
2. Direct staff to return with additional information before taking action. This option would delay project implementation and may jeopardize grant funding.
3. Do not approve the Resolution and do not authorize execution of the grant agreement. This option would forgo grant funding, and result in a substantially scaled-down version of the Urban Forest Management Plan with less opportunity for equitable community engagement.

Attachments:
Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR THE URBAN FOREST MANAGEMENT PLAN PROJECT

WHEREAS, within the periodic update of the Olympia Comprehensive Plan (Olympia 2045), Policy PN3.1 directs the City to "Develop an Urban Forest Management Plan to establish tree canopy goals and inform policies, programs, operations, and resources needed to implement those goals. The strategies described will strike a balance between environmental protection and sustainable urban growth;" and

WHEREAS, the 2024-2029 Phase II National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requires the City to adopt and implement tree canopy goals and policies to support stormwater management and water quality improvement in receiving waters (S5.C.1.c.iii); and

WHEREAS, the City of Olympia has been selected to receive a Community Forestry Assistance Grant in the amount of $117,800, with no match requirements, from the Washington State Department of Natural Resources to support the development of an Urban Forest Management Plan by March of 2028;

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

1. The Olympia City Council hereby approves the form of the Community Forestry Assistance Grant Agreement between the Washington State Department of Natural Resources and the City of Olympia for the Urban Forest Management Plan project and the terms and conditions contained in the Agreement.

2. The City Manager is directed and authorized to execute the Community Forestry Assistance Grant Agreement on behalf of the City of Olympia, and to accept or make any minor modifications as may be required and are consistent with the intent of the 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:

_____
SENIOR DEPUTY CITY ATTORNEY

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

SUBAWARD AGREEMENT

This is a subaward of federal funds. Subrecipients are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.

The Washington State Department of Natural Resources (Agency/DNR) is the pass-through entity. This subaward is not being made for the purposes of Research and Development (R&D).

DNR FUNDING INFORMATION	
Program Index: 244 Project Code: GSA	**Competitive Grant** ☐ No ☒ Yes Request for Application (RFA) #: DNR 24-16

SUBRECIPIENT INFORMATION		
City of Olympia 601 4th Ave E Olympia, WA, 98501 **Phone:** (360) 570-3957 **Email:** kfoley@ci.olympia.wa.us		
WA State UBI Number 342-000-433	**Statewide Vendor Number** SWV0008653-00	**Taxpayer Identification Number/FEIN** 91-6001261
Unique Entity Identifier YGAHKBHB8B43	**Total amount of federal funds obligated to the subrecipient by DNR** $117,800	

SUBAWARD INFORMATION		
Subaward Number 93-110443	**Amount obligated to this agreement** $117,800	**Period of Performance** Date of execution through May 31, 2028
Match Required ☒ No ☐ Yes	**Indirect Rate** N/A	

FEDERAL AWARD INFORMATION	
Assistance Listing 10.727	**Federal Awarding Agency** USDA, Forest Service
Federal Award Identification Number 23-DG-11062765-080	**Federal Award Name** Washington Urban and Community Forestry Inflation Reduction Law State Funding
Federal award project description The purpose of this subaward is to assist SUBRECIPIENT in developing an Urban Forest Management Plan (UFMP) to achieve the following goals: 1) Protect or establish tree canopy in areas where associated environmental, social, and economic benefits are the most equitable and impactful; 2) Adapt policies and practices such that trees in the urban core and in Disadvantaged Communities are an asset and not a hinderance to affordable housing, economic development, or public well-being; 3) Enhance the City's climate mitigation, adaptation, and resilience outcomes.	

This Subaward Agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "**DNR**", and City of Olympia, hereinafter referred to as "**SUBRECIPIENT**".

1. PURPOSE

The intent of the program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this subaward is to assist SUBRECIPIENT in developing an Urban Forest Management Plan (UFMP) to achieve the following goals: 1) Protect or establish tree canopy in areas where associated environmental, social, and economic benefits are the most equitable and impactful; 2) Adapt policies and practices such that trees in the urban core and in Disadvantaged Communities are an asset and not a hinderance to affordable housing, economic development, or public well-being; 3) Enhance the City's climate mitigation, adaptation, and resilience outcomes.

SCOPE OF WORK

A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this subaward, the nature of the working relationship between DNR and SUBRECIPIENT, and specific obligations of both parties.

B. Exhibit B, attached hereto and incorporated by reference, contains the *Federal Subaward Terms and Conditions* governing work to be performed under this subaward, and specific subrecipient obligations.

C. The scope of work/deliverables for this agreement will be produced by SUBRECIPIENT using the Project Work Plan and Budget Template, attached hereto as Exhibit C and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. SUBRECIPIENT will provide services and staff and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

Projects must be located on public property or be open to public access. Subaward funds may not be used to meet ordinary maintenance and operating expenses.

D. SUBRECIPIENT shall include as deliverables the following written reports:

- Interim Reports (Twice yearly through the period of performance by the following dates: July 1 and January 1). An interim report is also required with each invoice.

- A completed Trees at Work (TAW) DNR Subrecipient Report to accompany every invoice submission. Report templates will be provided by the DNR Project Manager.
- Final Report (with final invoice)

TAW, Interim, and Final Report templates will be provided by the DNR Project Manager.

E. With the Final Report, SUBRECIPIENT will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement maybe substituted with approval of the DNR Project Manager.

2. PERIOD OF PERFORMANCE

The period of performance under this subaward will be from the date of execution through May 31, 2028, unless terminated sooner as provided herein.

3. AWARD

The total award payable to SUBRECIPIENT for satisfactory performance of the work under this subaward shall not exceed One Hundred Seventeen Thousand Eight Hundred Dollars ($117,800). SUBRECIPIENT's compensation shall be based on the details set out in the Project Work Plan and Budget.

Expenses

No expenses are allowed under this subaward agreement.

Unallowable Costs

Payments made for costs determined to be unallowable by either the federal agency, or DNR, either as direct or indirect costs, must be refunded (including interest) to the federal government in accordance with instructions from the federal agency that determined the costs are unallowable unless federal statute or regulation directs otherwise.

Treatment of Subrecipient Assets, Equipment

SUBRECIPIENT shall comply with the Exhibit A, 46. TREATMENT OF ASSETS, as well as the following:

1. SUBRECIPIENT shall obtain prior written approval by DNR when purchasing property if the cost is to be reimbursed as a direct item of cost under this subaward. This approval may be accomplished by inclusion in the agreed Project Work Plan and Budget.
2. Disposition of Assets shall be treated in accordance with the requirement of 2 CFR 200.

Federal funding under this award is not available for reimbursement of SUBRECIPIENT’s purchase of equipment.

4. AUDIT REQUIREMENT

A SUBRECIPIENT with a total of $1,000,000 or more in federal expenditures during its fiscal year (either received directly from the federal government, indirectly from a pass-through entity, or

a combination of both) must have a federal single audit conducted for that year in compliance with 2 CFR 200 Subpart F (as updated). SUBRECIPIENT must provide a copy of the final audit report to DNR within nine (9) months of the end of its fiscal year, unless a longer period is agreed to in advance by the Federal agency identified in this section.

A SUBRECIPIENT that expends less than $1,000,000 during its fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).

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

5. FUNDING ACKNOWLEDGEMENT

SUBRECIPIENT shall acknowledge DNR and USDA Forest Service support in any publications, audiovisuals, electronic media, printed materials, signs, and other products developed as a result of this subaward. Materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

> *"Funding for this project provided by the USDA Forest Service, Urban and Community Forestry Program in partnership with State of Washington Department of Natural Resources, Urban and Community Forestry Program."*

SUBRECIPIENT must include the federal nondiscrimination statement in materials and products developed. See Exhibit B – Federal Subaward Terms and Conditions.

Appropriate agency logos may be used in addition to the above statement and will be supplied to the SUBRECIPIENT. Use of DNR logos must be reviewed and approved by the funding agencies prior to publishing.

6. BILLING PROCEDURES

Each invoice submitted by SUBRECIPIENT to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by SUBRECIPIENT using the Invoice Template, attached hereto as Exhibit D and incorporated by reference, and be submitted electronically to the following website: https://app.smartsheet.com. SUBRECIPIENT's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit D – Invoice Template. Invoice frequency: No more than quarterly.

DNR will pay SUBRECIPIENT upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in section 2. Scope of Work, including the Project Work Plan and Budget, and approved by the DNR Project Manager. Required reporting shall be submitted in the format described in section 2. Scope of Work.

DNR reserves the right to request backup documentation (e.g. invoices, receipts, payroll documents, subcontracts) for any and all expenses included in an invoice submitted for payment.

No payments in advance or in anticipation of services or goods to be provided under this subaward shall be made by DNR.

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

Fiscal Year Closures
Under fiscal year closing procedures, SUBRECIPIENT must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 10 of a given year.

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

Final payment will be withheld until satisfactory acceptance of the Final Report.

7. SUBRECIPIENT MONITORING

SUBRECIPIENT is a non-Federal entity receiving a subaward from a pass-through entity to carry out part of a federal award. SUBRECIPIENT performance will be monitored by DNR in compliance with 2 CFR 200.332.

SUBRECIPIENT will complete the following form(s): Financial Health Review (Exhibit E).

SUBRECIPIENT will participate in monitoring activities, which may include trainings, regular meetings, and in-person and/or virtual reviews of SUBRECIPIENT program operations. The results of SUBRECIPIENT monitoring may impact this subaward and may be considered in future applications for future DNR awards.

8. GRANT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this subaward.

SUBRECIPIENT Subaward Manager Information	**AGENCY Subaward Manager Information**
Kym Foley City Of Olympia 601 4th Ave E Olympia, WA 98501 *Phone:* (360) 570-3957 *Email address:* kfoley@ci.olympia.wa.us	Sajjad Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 *Phone:* 360-915-3944 *Email address:* Sajjadullah.alokozai@dnr.wa.gov

SUBRECIPIENT Project Manager Information	AGENCY Project Manager Information
Kym Foley City Of Olympia 601 4th Ave E Olympia, WA 98501 *Phone:* (360) 570-3957 *Email address:* kfoley@ci.olympia.wa.us	Zeima Kassahun Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 *Phone:* 564-233-9177 *Email address:* Zeima.kassahun@dnr.wa.gov

9. INSURANCE

Before using any of said rights granted herein and at its own expense, SUBRECIPIENT shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

SUBRECIPIENT shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. SUBRECIPIENT shall also provide renewal certificates as appropriate during the term of this agreement.

SUBRECIPIENT shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of SUBRECIPIENT to have its subcontractors and agents comply with the insurance requirements contained herein does not limit SUBRECIPIENT's liability or responsibility.

Insurance Types & Limits: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: SUBRECIPIENT shall purchase and maintain commercial general liability insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent SUBRECIPIENTs, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: SUBRECIPIENT shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits

not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: SUBRECIPIENT shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." SUBRECIPIENT waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): SUBRECIPIENT shall comply with or provide Federal Workers Compensation insurance or coverage under Title 51 RCW by maintaining workers compensation insurance for its employees. SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. SUBRECIPIENT waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

Additional Provisions:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Self-Insurance: If SUBRECIPIENT is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that SUBRECIPIENT's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of SUBRECIPIENT is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

10. DEBARMENT OF SUBRECIPIENTS

SUBRECIPIENT shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

SUBRECIPIENT certifies that SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. SUBRECIPIENT shall complete Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form before execution of this subaward.

11. ASSURANCES

AGENCY and SUBRECIPIENT agree that all activity pursuant to this subaward will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

12. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this subaward. In the event of an inconsistency in this subaward, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit B
3. Washington State statutes and regulations.
4. Special terms and conditions as contained in this basic contract instrument.
5. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

13. STATE SUBCONTRACTS

Subcontractor means not in the employment of the State of Washington, who is performing all, or part of the activities related to this agreement under a separate contract with SUBRECIPIENT responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, SUBRECIPIENT is required to obtain subcontractors in compliance with RCW 39.26.

14. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at https://omwbe.diversitycompliance.com/.

SUBRECIPIENT and all subcontractors shall report and confirm receipt of payments made to SUBRECIPIENT and each subcontractor through Access Equity. User guides and documentation related to SUBRECIPIENT and subcontractor access to, and use of Access Equity are available online at https://omwbe.wa.gov/access-equity-help-center. DNR reserves the right to withhold payments from SUBRECIPIENT for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

SUBRECIPIENT shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to SUBRECIPIENT, unless otherwise specified in writing by DNR, except that SUBRECIPIENT shall mark as "Final" and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from SUBRECIPIENT or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from SUBRECIPIENT or system-generated messages to check or provide information in Access Equity; and (v) coordinate SUBRECIPIENT, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

SUBRECIPIENT is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. SUBRECIPIENTS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. SUBRECIPIENTS can access the system at https://omwbe.diversitycompliance.com/ or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: https://omwbe.wa.gov/.

Each month during the subaward, SUBRECIPIENT will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. SUBRECIPIENT will enter this payment information into the Access

Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both SUBRECIPIENTS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a SUBRECIPIENT that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

15. SUBCONTRACTOR INCLUSION PLAN

Any SUBRECIPIENT entering into a contract shall ensure that all subcontractors complete a Subcontractor Inclusion Plan (see Exhibit G).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. SUBRECIPIENT shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. SUBRECIPIENT shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DBA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business.

SUBRECIPIENT shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.

16. ENTIRE AGREEMENT

This subaward, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

17. CONFORMANCE

If any provision of this subaward violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

18. APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF OLYMPIA	**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
Signature *Date*	*Signature* *Date*
Jay Burney *Name*	Jennifer Watkins *Name*
City Manager *Title*	Forest Resilience Division Manager *Title*
PO Box 1967 Olympia, WA 98507-1967 *Address*	1111 Washington Street SE, MS 47013 Olympia, WA 98504-7013 *Address*
360-753-8740 *Telephone*	360-338-1688 *Telephone*

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA
The Subrecipient shall provide access to data generated under this subaward to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subrecipient's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this subaward shall be made by the Agency.

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

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35
The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ANTITRUST
The Subrecipient hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this subaward.

6. ASSIGNMENT
Neither this subaward, nor any claim arising under this subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the Agency.

Subrecipient may not assign its rights under this Subaward without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Subrecipient provides written notice to DNR within thirty (30) calendar days, Subrecipient may assign its rights under this Subaward in full to any parent, subsidiary, or affiliate of the Subrecipient that controls or is controlled by or under common control with the Subrecipient, is merged or consolidated with the Subrecipient, or purchases a majority or controlling interest in the ownership or assets of the Subrecipient. Unless otherwise agreed, the Subrecipient guarantees prompt performance of all obligations under this Subaward notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce subaward terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW
At all times during the term of the subaward, the Subrecipient shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The Subrecipient shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this subaward, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST
Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Subrecipient terminate this subaward if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Subrecipient in the procurement of, or performance under this subaward.

In the event this subaward is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the subaward by the Subrecipient. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this subaward.

11. COPYRIGHT PROVISIONS
Unless otherwise provided, all materials produced under this subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Subrecipient hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

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

For materials that are delivered under the subaward, but that incorporate pre-existing materials not produced under the subaward, Subrecipient hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual

property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Subrecipient shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this subaward, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this subaward.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this subaward. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

12. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or selling Agent has been employed or retained to solicit or secure this subaward upon a subaward or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Subrecipient for securing business.

The Agency shall have the right, in the event of breach of this clause by the Subrecipient, to annul this subaward without liability or, in its discretion, to deduct from the subaward price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Subrecipient shall be in default if it is in material breach of any term or condition of the subaward. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the subaward.
2. SHIPPING & RISK OF LOSS. All goods subject to the Subaward shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. INSPECTION: The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. REJECTION: The Agency may reject any nonconforming Deliverables by reasonably notifying the Subrecipient in writing.
5. OPPORTUNITY TO CURE: Subrecipient shall have the right to cure the materiality of any breach prior to the time for performance under the Subaward. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this subaward include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions,

institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CFR - Code of Federal Regulations. All references in this subaward to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at https://www.ecfr.gov/

DEBARMENT – An action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

EQUIPMENT – Products or materials having a fair market value of $5,000 or more per unit and a useful life of over one year.

GOODS – Products, materials, supplies, or equipment provided by a Subrecipient

PURCHASE – The acquisition of goods or services, including the leasing or renting of goods.

RCW – Revised Code of Washington. All references in this subaward to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/RCW/.

SERVICES – Labor, work, analysis, or similar activities provided by a Subrecipient to accomplish a specific scope of work.

SUBAWARD – An agreement between DNR and Subrecipient that includes terms and conditions, all appendices, and exhibits, associated Statements of Work (e.g. Subaward), and all amendments awarded.

SUBCONTRACTOR – One not in the employment of the Subrecipient, who is performing all or part of the business activities related to this subaward under a separate contract with the Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

SUBRECIPIENT – A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a SUBRECIPIENT are when the organization:

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements;
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
6. Operates on the basis of allowable costs no payment above cost is allowed; and
7. May be required to match or share costs of the program.

USEFUL LIFE - Useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless SUBRECIPIENT or subcontractor documents in writing some different period that the DNR agrees to in writing.

VENDOR – Individual, firm, organization, company or other entity offering products and/or services.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

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

17. DISPUTES

Except as otherwise provided in this subaward, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
   - Be in writing;
   - State the disputed issue(s);
   - State the relative positions of the parties;
   - State the Subrecipient's name, address, and agreement number; and
   - Be mailed to the Agent and the other party's (respondent's) subaward manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this subaward shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. DUPLICATE PAYMENT

The Agency shall not pay the Subrecipient, if the Subrecipient has charged or will charge the State of Washington or any other party under any other subaward or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS
Environmental considerations do not apply to this subaward.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS
MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Subrecipient represents and warrants, as previously certified in Subrecipient's bid, quotation and/or proposal submission, that Subrecipient does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Subrecipient further represents and warrants that, during the term of this subaward, Subrecipient shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE
At all times during the course of this subaward, the Subrecipient must comply with applicable laws, rules, policy and regulations required by the source of funding for the subaward. If this subaward is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit B.

22. GOVERNING LAW
This subaward shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT
Per RCW 43.01.135, Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:
https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf.

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for
contractors: www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf.

DNR's Policy PO01-037 Harassment Prevention outlines DNR's commitment and the expectations for
contractors: www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf.

24. INDEMNIFICATION
To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the subaward. "Claim," as used in this subaward, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Subrecipient's obligations to indemnify, defend, and hold harmless includes any claim by Subrecipients' Agents, employees, representatives, or any Subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Subrecipient's or any Subcontractor's performance or failure to perform the contract. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE SUBRECIPIENT
The parties intend that an independent Subrecipient relationship will be created by this subaward. The Subrecipient and his or her employees or Agents performing under this subaward are not employees or Agents of the Agency. The Subrecipient will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26. INDUSTRIAL INSURANCE COVERAGE
The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the Agency under this subaward and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

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

28. LICENSING, ACCREDITATION AND REGISTRATION
The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this subaward.

29. LIMITATION OF AUTHORITY
Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or

condition of this subaward. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this subaward is not effective or binding unless made in writing and signed by the Agent.

30. NONDISCRIMINATION

During the performance of this subaward, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations, and policies.

31. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

a. Nondiscrimination Requirement. During the term of this Contract, Subrecipient, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Subrecipient, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Subrecipient, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. Subrecipient, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Subrecipient, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, DNR may suspend Subrecipient, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that Subrecipient, including any subcontractor, is cooperating with the investigating state agency. In the event Subrecipient, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Subrecipient or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Subrecipient, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to Subrecipient or subcontractor, or that thereafter become due, an amount for damages Subrecipient or subcontractor will owe DNR for default under this provision.

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this subaward shall be protected against unauthorized use, disclosure, modification or loss. Subrecipient shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Subrecipient and its Subcontractors

agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the subaward and the demand for return of all personal information. The Subrecipient agrees to indemnify and hold harmless the Agency for any damages related to the Subrecipient's unauthorized use of personal information.

33. PUBLICITY

The Subrecipient agrees to submit to the Agency all advertising and publicity matters relating to this subaward wherein the Agency's name is mentioned, or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

34. RECORDS MAINTENANCE

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

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

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

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Subrecipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this subaward.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
    a. SPECIFIC PERFORMANCE: If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
    b. COVER: The Agency may obtain substitute Deliverables and charge the Subrecipient the difference between the cost of the substitute Deliverables and the contracted for price.
    c. PRICE REDUCTION: The Agency may retain nonconforming Deliverables and equitably reduce the price of the subaward based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.

d. RETURN: The Agency may return or set aside for pickup by the Subrecipient any nonconforming goods and terminate the subaward for cause.

2. The Subrecipient shall be liable for all compensatory, incidental and consequential damages caused by any breach of the subaward. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Subrecipient under the subaward.
3. The agency's total liability for all damages arising out of or related to the subaward shall in no event exceed the purchase price of the subaward. Furthermore, in the event of a termination of the subaward, the agency's total liability for all damages arising out of or related to the subaward shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the subaward are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Subrecipient shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this subaward.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this subaward and prior to normal completion, the Agency may terminate the subaward under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

39. SEVERABILITY

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

40. SITE SECURITY

While on Agency premises, Subrecipient, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

Neither the Subrecipient nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this subaward without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Subrecipient to the Agency for any breach in the performance of the Subrecipient's duties. This clause does not include subawards of employment between the Subrecipient and personnel assigned to work under this subaward.

Additionally, the Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this subaward are carried forward to any subcontracts. Subrecipient and its

Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

42. TAXES
All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

43. TERMINATION FOR CAUSE
In the event the Agency determines the Subrecipient has failed to comply with the conditions of this subaward in a timely manner, the Agency has the right to suspend or terminate this subaward. Before suspending or terminating the subaward, the Agency shall notify the Subrecipient in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the subaward may be terminated or suspended.

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

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

The rights and remedies of the Agency provided in this subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this subaward, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this subaward, in whole or in part. If this subaward is so terminated, the Agency shall be liable only for payment required under the terms of this subaward for goods delivered or services rendered prior to the effective date of termination.

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

The Agency shall pay to the Subrecipient the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Subrecipient and the Agency

for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this subaward. The Agency may withhold from any amounts due the Subrecipient such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Subrecipient shall:

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

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this subaward, shall pass to and vest in the Agency upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this subaward, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this subaward, or (ii) commencement of use of such property in the performance of this subaward, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Subrecipient shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this subaward.

3. The Subrecipient shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Subrecipient shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Subrecipient shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this subaward.
6. All reference to the Subrecipient under this clause shall also include Subrecipient's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL
The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at U.S. Treasury Specially Designated Nationals And Blocked Persons List. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Subrecipient in writing and terminate the subaward according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

48. WAIVER
Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this subaward unless stated to be such in writing and signed by authorized representative of the Agency.

49. WARRANTIES
Subrecipient warrants that all Deliverables provided under this subaward shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B

FEDERAL SUBAWARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

SUBRECIPIENT and its consultants and subcontractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. SUBRECIPIENT and its consultants and subcontractors shall timely obtain all permits and approvals necessary to lawfully implement the project. SUBRECIPIENT and its subcontractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
3) Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
4) General procurement standards in §§ 200.318 through 200.327 of the Code of Federal Regulations.

2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

SUBRECIPIENT shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

3. COPYRIGHTING

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This provision includes:

- The copyright in any work developed by SUBRECIPIENT under this subaward.
- Any right of copyright to which SUBRECIPIENT purchase(s) ownership with any federal contributions.

4. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL

SUBRECIPIENT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

"In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1) *Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
2) *Fax: (833) 256-1665 or (202) 690-7442; or*
3) *Email: program.intake@usda.gov."*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the United States Forest Service (USFS) Program has any personal financial interest, direct or indirect, in this subaward. SUBRECIPIENT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this subaward, no person having any conflicting interest will be employed. Any interest on the part of the SUBRECIPIENT or its employees must be disclosed to DNR.

No officer, employee or agent of the SUBRECIPIENT shall participate in the selection, award, or administration of activity funded in whole or in part with USFS funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this subaward, nor shall they have or acquire any

interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

6. LOBBYING AND LITIGATION

SUBRECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. SUBRECIPIENT shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.
All contracts awarded by SUBRECIPIENT shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Legal expenses required in the administration of federal programs are allowable. Legal expenses for prosecution of claims against the federal government are unallowable.

7. CERTIFICATION REGARDING LOBBYING

SUBRECIPIENT certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. TRAFFICKING IN PERSONS

1) Provisions applicable to a subrecipient that is a private entity.
    a. You as SUBRECIPIENT and your employees, may not:
        i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        ii. Procure a commercial sex act during the period of time that the award is in effect; or
        iii. Use forced labor in the performance of the award or subawards under the award.
    b. The federal awarding agency may unilaterally terminate this award, without penalty, if a SUBRECIPIENT that is a private entity:
        i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
        ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
            1. Associated with performance under this award; or
            2. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),’’.
2) Provision applicable to a subrecipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
    a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
        i. Associated with performance under this award; or
        ii. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’’
3) Provisions applicable to any recipient.
    a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
        i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4) Definitions. For purposes of this award term:

a. ''Employee'' means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. ''Private entity'':

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9. DRUG-FREE WORKPLACE

1) SUBRECIPIENT agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions SUBRECIPIENT will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

i. Shall abide by the terms of the statement, and

ii. Shall notify SUBRECIPIENT in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2) SUBRECIPIENT agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

a. The dangers of drug abuse in the workplace;

b. The established policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation and employee assistance programs; and

d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3) Without the federal Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4) SUBRECIPIENT agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after SUBRECIPIENT learns of the conviction.
5) Within 30 calendar days of learning about an employee's conviction, SUBRECIPIENT must either
    a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
    b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state or local health, law enforcement, or other appropriate agency.

10. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

1) SUBRECIPIENT may not require its employees, contractors, or second tier subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
2) SUBRECIPIENT must notify its employees, contractors, or second tier subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3) The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
4) If DNR determines that SUBRECIPIENT is not in compliance with this award provision, it;
    a. Will prohibit the subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    b. May pursue other remedies available for the subrecipient's material failure to comply with award terms and conditions.

11. ELIGIBLE WORKERS

SUBRECIPIENT shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). SUBRECIPIENT shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

12. FREEDOM OF INFORMATION ACT (FOIA)
Public access to subaward or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

13. TEXT MESSAGING WHILE DRIVING
In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by federal employees is banned: a) while driving a Government Owned Vehicle (GOV) or driving a Privately Owned Vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All subrecipients, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

14. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM
As a subrecipient of USDA financial assistance, you will comply with the following:

1) Do not discriminate against applicants for sub-grants on the basis of their religious character.
2) 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3) Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
SUBRECIPIENT is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

1) procure or obtain, extend or renew a contract to procure or obtain;
2) enter into a contract (or extend or renew a contract) to procure; or
3) obtain the equipment, services or systems.

EXHIBIT C – 2024 UCF CFA PROJECT WORK PLAN TEMPLATE

Subrecipient Organization Name: _____

2024 Community Forestry Assistance Grant (Agreement Number _____)

Period of Performance: _____

Overview: [insert narrative based on submitted proposal]

Activity 1: Title and Description ***Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.***			
Task	**Deliverable**	**Completion Date**	**Estimated Cost**
1.1. *Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.*	*Copy of survey developed (.pdf preferred). Documentation of payment to contractor for services rendered.*	*June 1, 2025*	*$2,000*
1.2. *Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.*	*Report including:* - *Link to website where survey was posted and estimated number of respondents.* - *Copy of direct mail materials and number of households reached.* - *List of community events attended and approximate number of survey respondents.*	*June 1, 2025*	*$4,580*
1.3.			$
1.4.			$
		Activity 1 Total	*$6,580*

Activity 2: Title and Description
Example: City Urban Tree Inventory:
Update existing inventory data and collect new data throughout the city, via subcontractor.

Task	Deliverable	Completion Date	Estimated Cost
2.1. Consultant updates existing tree inventory data.	*GIS data and excel export of updated tree inventory.*	*June 1, 2025*	*$8,000*
2.2. Consultants collect new point-based tree inventory data and performs data analysis.	*GIS data and excel export of new inventory data; results of analysis.*	*June 1, 2025*	*$10,500*
2.3. Consultant collects new inventory data using a sample-based approach.	*GIS data and excel export; results of analysis.*	*June 1, 2025*	*$9,000*
2.4.			$
		Activity 2 Total	*$27,500*

Activity 3: Title and Description
Example: Purchase and install street trees and irrigation:
Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.

Task	Deliverable	Completion Date	Estimated Cost
3.1. Purchase and install irrigation to water new trees.	*Receipt of irrigation supply purchase;* *At least 3 photos of irrigation system installation.*	*June 1, 2025*	*$4,354.67*
3.2. Purchase and install at least 35 new street trees. Trees to be at least 1.5" caliper.	*Invoice of tree purchase with tree species listed;* *At least 2 photos of street trees being planted.*	*June 1, 2025*	*$8,750*
3.3. Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.	*Receipt of supplies purchased showing actual costs.*	*June 1, 2025*	*$800*
		Activity 3 Total	*$13,904.67*
		Activities 1-3 Total	*$47,984.67*

BUDGET TEMPLATE

Budget cannot exceed $_____. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	$	$	$	$	**$**
Activity 2	$	$	$	$	**$**
Activity 3	$	$	$	$	**$**
Total	**$**	**$**	**$**	**$**	**$**

Table 2. Cost by Line Item

Personnel and Benefits	
Example: ***Project Manager ($38.54/hr)*** *Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports.* *Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2*	$
Task(s)	$
Task(s)	$
Travel	
Example: ***Travel Expenses*** *Lodging and mileage (GSA standard rates).* *Tasks 3.1, 3.2, 3.3*	$
Task(s)	$
Task(s)	$
Supplies	
Example: Acme supplies and rental equipment *Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies.* *Task 1.3*	$
Task(s)	$
Task(s)	$

Contractual	
Example: ***Event Team Subcontractor*** *Subcontractor will provide personnel to aid with event setup and cleanup.* *Tasks 1.1, 3.3*	$
Task(s)	$
Task(s)	$
Total	**$**

The project described herein is located on public property or is open to public access. No grant funds can used by SUBRECIPIENT to meet ordinary maintenance and operating expenses.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument and are in agreement with its content.

SUBRECIPIENT NAME

Signature *Date*

Name

Project Manager
Title

Address

Telephone

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Signature *Date*

Name

Project Manager
Title

1111 Washington Street SE
MS 47013
Olympia, WA 98504-7013
Address

Telephone

EXHIBIT D – INVOICE TEMPLATE

<table>
<tr><td colspan="5">INVOICE</td></tr>
<tr><td colspan="5">Agreement Number:
Invoice Date:</td></tr>
<tr><td colspan="5">Invoice Number:</td></tr>
<tr><td>From:</td><td>Subrecipient Organization Name (of PM)
Subrecipient Project Manager
Address
Phone
Email</td><td>To:</td><td colspan="2">Zeima Kassahun
DNR Project Manager
Washington State Department of Natural Resources
1111 Washington St SE
Olympia, WA 98504-7013
Zeima.kassahun@dnr.wa.gov</td></tr>
<tr><td colspan="2"></td><td>Brief description of costs included in this invoice period.</td><td>Cost Type</td><td>Cost</td></tr>
<tr><td colspan="2" rowspan="4">Task 1.1
Example:
Tree Planting Event</td><td rowspan="4">Example:
- Project Coordinator (25 hrs. x $22 = $550.00)
- Hotel (3 nights; $429.65; Receipt attached)
- Mileage (50 miles x $0.67 = $33.50)
- Name Tags ($58.46; Receipt attached)
- Seedlings ($4,667.26; Receipt attached)
- Set-up Crew ($759.25; Receipt attached)</td><td>Personnel & Benefits</td><td>$550.00</td></tr>
<tr><td>Travel</td><td>$161.15</td></tr>
<tr><td>Supplies</td><td>$4,725.72</td></tr>
<tr><td>Contractual</td><td>$759.25</td></tr>
<tr><td colspan="3"></td><td>Subtotal Task 1.1</td><td>$6,196.12</td></tr>
<tr><td colspan="2" rowspan="4">Task 1.2</td><td rowspan="4"></td><td>Personnel & Benefits</td><td>$</td></tr>
<tr><td>Travel</td><td>$</td></tr>
<tr><td>Supplies</td><td>$</td></tr>
<tr><td>Contractual</td><td>$</td></tr>
<tr><td colspan="3"></td><td>Subtotal Task 1.2</td><td>$0.00</td></tr>
<tr><td colspan="2" rowspan="4">Task 1.3</td><td rowspan="4"></td><td>Personnel & Benefits</td><td>$</td></tr>
<tr><td>Travel</td><td>$</td></tr>
<tr><td>Supplies</td><td>$</td></tr>
<tr><td>Contractual</td><td>$</td></tr>
<tr><td colspan="3"></td><td>Subtotal Task 1.3</td><td>$0.00</td></tr>
<tr><td colspan="3"></td><td>Total Activity 1</td><td>$6,196.12</td></tr>
</table>

Activity 2	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 2.1		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 2.1	**$0.00**
Task 2.2		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 2.2	**$0.00**
Task 2.3		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 2.3	**$0.00**
		Total Activity 2	**$0.00**
Activity 3	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 3.1		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 3.1	**$0.00**
Task 3.2		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 3.2	**$0.00**
Task 3.3		Personnel & Benefits	$

		Travel	$
		Supplies	$
		Contractual	$
Subtotal Task 3.3			**$0.00**
Total Activity 3			**$0.00**
Total Activities 1-3			**$6,196.12**

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

FINANCIAL HEALTH REVIEW

The purpose of this checklist is to assist your organization in understanding the minimum requirements necessary to accept, manage, and spend federal funds as a subrecipient. The responses to this checklist are used by Washington State Department of Natural Resources (DNR) to develop monitoring and technical assistance plans for subrecipients. Any 'No' response will not automatically disqualify your entity from receiving funds from DNR. These answers will inform our monitoring approach and technical support.

A representative from your organization must review and complete the form, certifying in the last section that they have read and understand items listed in this document. Return the completed form to the designated DNR contact.

SUBRECIPIENT INFORMATION	
Subrecipient Organization Name	**Subaward Number**
Federal Fiscal Year	**Federal Award Identification Number**

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) DECLARATION	**YES**	**NO**
1. In your organization's preceding completed fiscal year, did your business or organization receive (a) 80 percent or more of its annual gross revenues in U.S. federal contract, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (b) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	☐	☐
2. Does the public have access to information about the compensation of the executives in the your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?	☐	☐

LEGAL	**YES**	**NO**
1. My organization has never been suspended or debarred from participating in Federal assistance programs or activities as specified in Executive Orders 12549 and 12689 and 2 CFR part 180.	☐	☐
2. Is your organization currently, or at any point previously, involved in any civil or criminal suits?	☐	☐

SUBRECIPIENT MONITORING	**YES**	**NO**

1. My organization is aware that as a subrecipient, it must be monitored for financial operations (records, systems, and procedures), performance, and conformance to regulations.	☐	☐

FINANCIAL MANAGEMENT SYSTEMS	YES	NO
2. Responsible parties for my organization are familiar with the Office of Management and Budget's (OMB) Uniform Administrative Requirements and the Cost Principles, as they apply to Federal grants and subawards.	☐	☐
3. My organization's accounting systems and internal policies meet the following criteria as outlined in the most current version of 2 CFR Part 200:		
a. Accurate, current, and complete disclosure of the financial results of each Agreement;	☐	☐
b. A procedure that identifies each funding source and establishes a separate control account for each funding source (separate checking accounts are not required);	☐	☐
c. A method for identifying the receipts and expenditures for each funding source separately from other funding sources, and accounting records that indicate this method is being effectively followed;	☐	☐
d. Effective control over and accountability for all funds, property, and other assets to assure that all assets are used solely for authorized purposes;	☐	☐
e. Comparison of actual with budgeted amounts for each Agreement;	☐	☐
f. Accounting record entries that are supported by source documentation; i.e., entries refer to subsidiary records and documents which support the entries, such as payroll and time records, vouchers, purchase orders, invoices, warrants, etc.;	☐	☐
g. A method for accumulating and recording expenditures by budget period and cost categories provided in the approved Agreement	☐	☐
h. A procedure for authorizing expenditures, signing checks and reconciling expenditures in a timely manner that ensures the integrity of the system.	☐	☐

POLICY AND PROCEDURES	YES	NO
4. My organization has a written travel policy which is consistent for both internal travel and approved travel costs under the federal subaward. If no policy exists, does my organization adheres to Federal Government Travel rates and amounts. *5 U.S.C 5701-11*	☐	☐
5. My organization maintains written procurement procedures that comply with federal procurement standards in 200.317 through 200.327. The same procedures are followed whether the procurements are with federal grant funds or non-federal funds.	☐	☐
6. My organization maintains a property/inventory management system to track the location and value of equipment purchased with federal funds.	☐	☐
7. My organization maintains a written conflict of interest policy for its employees.	☐	☐

8. My organization retains, or will retain, all records related to this subaward for six years in accordance with the timeframes identified in the subaward document (Exhibit A, 34. Records Maintenance).	☐	☐
9. My organization maintains an internal policy and/or process to check the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award at https://www.sam.gov/.	☐	☐

AUDIT REQUIREMENTS	**YES**	**NO**
10. For the fiscal year indicated above, my organization expended $750,000 or more in federal funding, and is required to have a single audit conducted in accordance with 2 CFR 200.501 – Audit Requirements.	☐	☐
11. For the fiscal year indicated above, my organization expended less than $750,000 in federal funding and is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503. My organization understands that records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).	☐	☐

ENTITY READINESS			
Is the entity new to operating or managing federal grant funds or state contracts (or has not done so in the past five years)?	No ☐	Yes ☐	
Organizational knowledge/years of experience in administering similar awards or sub-awards	5+ years ☐	3-5 years ☐	< 3 years ☐
Proposed subrecipient agreement amount	< $30,000 ☐	$30,001-149,999 ☐	$150,000+ ☐

ACKNOWLEDGEMENT	
I acknowledge that my organization has received this document and understands the financial management standards necessary to federal subawards. At any time in reviewing this document, in pre-award negotiations, during the post-award meeting, or at any time subsequent, if my organization has questions regarding the content presented in this checklist or related to the award, I understand that I may bring this to the attention of the DNR for clarification and that DNR staff are available to assist my organization.	
Signature:	**Date:**
Name:	**Title:**
Phone Number:	**Email:**

EXHIBIT F

AD-1048

OMB No. 0505-0027

Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	

SIGNATURE	DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)

EXHIBIT G – SUBCONTRACTOR INCLUSION PLAN
For Contractors Who Plan to Use Subcontractors to Perform the Contract

CONTRACT NUMBER:	
CONTRACTOR:	_____ Type/print full legal name of Contractor

INSTRUCTIONS

1. Contractors that intend to use Subcontractors for the above referenced Contract must complete Section 1 of this Subcontractor Inclusion Plan.
2. Section 2 – Provides instructions and information regarding who must submit this Subcontractor Inclusion Plan and what is required.
3. Section 3 – Provides information on definitions of the businesses as used in this Subcontractor Inclusion Plan.

SECTION 1: SUBCONTRACTOR INCLUSION PLAN

Contractor shall list the anticipated small/veteran/diverse business category goals for Subcontractor participation. Contractor may list any goal amount that they feel is appropriate and attainable for them. These are aspirational goals for Contractor's use of small/veteran/diverse Subcontractors. if known, provide the name of each business in the appropriate category as they are listed in Washington's Electronic Business Solution (WEBS).

SUBCONTRACTOR Category *AS DESCRIBED BELOW	ANTICIPATED % OF CONTRACT SPEND AMOUNT (DETERMINED BY THE CONTRACTOR)	ANTICIPATED SUBCONTRACTOR NAMES (LIST ALL IN THE APPROPRIATE BOX BELOW IF KNOWN)
MINORITY-OWNED BUSINESS (MBE)		
WOMAN-OWNED BUSINESS (WBE)		
CERTIFIED COMBINATION OWNED BUSINESS (CBE)		
CERTIFIED MINORITY WOMAN OWNED BUSINESS (MWBE)		
SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDBE)		
VETERAN-OWNED BUSINESS (VOB)		

WASHINGTON SMALL BUSINESS (SB)		

Contractor commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse Subcontractors as stated above. Contractor will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.

_____ _____

Contractor's Authorized Representative Date Signed

SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING SUBCONTRACTOR INCLUSION PLAN

1. Contractors who intend to use Subcontractors must complete the Subcontractor Inclusion Plan in the form set forth above. Contractors who do not submit a Subcontractor Inclusion Plan may be precluded from utilizing Subcontractors to perform the Contract.
    - Note: Subcontractor Inclusion Plan is NOT required if Contractor does NOT intend to use Subcontractors for this Contract.
2. As part of the Subcontractor Inclusion Plan, Contractor is encouraged to include an anticipated list of small/diverse Subcontractors who may assist the Contractor in fulfilling Contractor's contractual obligations. This list should identify any Subcontractors who are small/veteran/diverse businesses as defined below.
    - Note: The businesses included in the Subcontractor Inclusion Plan are listed as examples of businesses Contractor may use as Subcontractors and does NOT obligate Contractor to utilize those specific businesses in performing the Contract. Contractor will report performance and progress to DNR as set forth in the Contract and in annual contract management meetings.
3. If the proposed Subcontractors are self-identified diverse businesses, Contractor will encourage and support efforts for their certification with the appropriate Washington State agencies.
4. The small/veteran/diverse business goals set forth herein are voluntary. Contractors will not be in breach of this Contract if the Subcontractor Inclusion Plan has a zero small/veteran/diverse business participation amount. DNR, however, encourages Contractors to be proactive in engaging small/veteran/diverse business participation.
5. Contractors who utilize Subcontractors will meet with DNR annually regarding their small/veteran/diverse business inclusion goals set forth in their Subcontractor Inclusion Plan.

SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of the Contract, the below terms have the following meanings:

BUSINESS CATEGORY	DEFINITION
Minority-Owned Business (MBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business. See, RCW 39.19.120 and WAC 326-20.
Woman-Owned Business (WBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business. See, RCW 39.19.120 and WAC 326-20.
Combination Owned Business (CBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by women and minorities. See, RCW 39.19.120 and WAC 326-20.
Minority Woman Owned Business (MWBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority women. See, RCW 39.19.120 and WAC 326-20.
Socially and Economically Disadvantaged Business (SEDBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. See, RCW 39.19.120 and WAC 326-20.
Veteran-Owned Business (VOB)	Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, , RCW 43.60A.010(7) and RCW 43.60A.190. Such firms must meet four requirements: **1. 51% Ownership**. The firm must be at least fifty-one percent (51%) owned and controlled by: (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. **2. Washington Incorporation/Location**. The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.

	3. WEBS Certification. The firm must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS). **4. WDVA Certification**. The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).
Washington Small Business (SB):	Limited to firms that meet the following three (3) requirements: **1. Location**. The firm's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. **2. Size**. The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on the firm's federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years. **3. WEBS Certification**. Contractor must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS). *See*, RCW 39.26.010(22) and RCW 39.26.010(13). Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms just have a small 'size' requirement: • Minibusiness Size Requirement: The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars ($1,000,000) but less than three million dollars ($3,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(17). • Microbusiness Size Requirement: The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars ($1,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(16).

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

City Council

Approval of a Resolution Authorizing Amendment No. 1 to an Agreement with Thurston County for Judicial Services

Agenda Date: 4/14/2026
Agenda Item Number: 4.K
File Number:26-0276

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

Title
Approval of a Resolution Authorizing Amendment No. 1 to an Agreement with Thurston County for Judicial Services

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a Resolution authorizing Amendment No. 1 to an Agreement Between with Thurston County for Judicial Services.

Report
Issue:
Whether to approve a Resolution authorizing Amendment No. 1 to an Agreement Between with Thurston County for Judicial Services.

Staff Contact:
Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
On July 29, 2025, the City of Olympia entered into an Interlocal Agreement under which Thurston County will provide judicial services for the City.

Since the approval of the Interlocal Agreement, the City of Olympia, decided to transition all parking citations/infractions directly to District Court for processing. This approach aligns with state law, reduces administrative complexity, and lowers the City's legal risk. As a result, Thurston County determined that an additional fee is required which includes a one-time equipment cost of $6,000 and one additional full-time equivalent employee at a cost of $110,937 for salary and

benefits. District Court will assume responsibility for all of the City's parking citation/infraction responses, fines, hearings, payments, and related tasks.

Thurston County also determined that an additional two full-time employees are required to provide security for operations of Thurston County District Court due to the increase in cases filed by the City of Olympia. The salary and benefits for this expense are $380,000.

The Interlocal Agreement expires on December 31, 2026. The agreement states that a comprehensive rate study will be completed by the County before the current agreement expires. Costs for judicial services will be apportioned among jurisdictions using Thurston County Court's judicial services.

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):
The Olympia community seeks a system that is sufficiently staffed to ensure the efficient and effective operation of the municipal court functions provided by Thurston County District Court.

Financial Impact:
The cost for the County to provide Judicial Services, Jail Alternatives, and Supervised Probation for the City through December 31, 2026, is $2.702 million. This amendment adds $490,937 for personnel and $6,000 of one-time expenses which will be covered from a combination of proceeds from the sale of 900 Plum Street and the 2026 General Fund Operating Budget.

Options:
1. Move to approve a Resolution authorizing Amendment No. 1 to an Agreement Between with Thurston County for Judicial Services.
2. Move to approve a resolution authorizing Amendment No. 1 to the Interlocal Agreement Between the City of Olympia and Thurston County for Judicial Services, based on feedback and modifications from City Council.
3. Do not approve a resolution and direct staff to continue negotiations with Thurston County.

Attachments:
Resolution
Amendment No. 1
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT ESTABLISHING DISTRICT COURT FILING, JURY TRIAL FEES, PROBATION SERVICES, AND OTHER COSTS FOR THE CITY OF OLYMPIA BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY

WHEREAS, on July 29, 2025, the City of Olympia and Thurston County entered into an Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia; and

WHEREAS, pursuant to paragraph 7 of the Interlocal Agreement the parties may modify or amend the Interlocal Agreement in writing, which must be signed by both parties to modify or amend the terms and conditions of the Interlocal Agreement; and

WHEREAS, the City has decided not to establish a violations bureau with regard to parking citations/infractions, and instead to rely upon the Thurston County District Court to manage the full citation/infraction process for the City of Olympia; and

WHEREAS, the Thurston County District Court and Thurston County have determined that an additional fee is required to include a one-time equipment cost of $6,000 and an ongoing additional annual cost of $110,937 for one additional FTE for salary and benefits to manage all of the City's parking citation/infraction responses, fines, hearings, payments, and related tasks for such services; and

WHEREAS, the County has determined an additional two FTEs will be required to provide security for operations of Thurston County District Court due to the increase in cases filed by the City of Olympia; and the salary and benefits is $380,000; and

WHEREAS, both the City and County mutually wish to modify and amend the Interlocal Agreement to account for these additional services, equipment costs, and security needs;

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

1. The Olympia City Council hereby approves Amendment No. 1 to the Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia to provide for additional one-time equipment costs in the amount of $6,000 and for three additional FTEs, including one to manage all of the City's citation/infraction responses, fines, hearings, payments, and related tasks for such services in the amount of $110,937, and two FTEs to provide security services for Thurston County District Court in the sum of $380,000.

2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia Amendment No. 1 to the Interlocal Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of Amendment No. 1, 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

AMENDMENT NO. 1

TO

INTERLOCAL AGREEMENT ESTABLISHING DISTRICT COURT FILING, JURY TRIAL FEES, PROBATION SERVICES, AND OTHER COSTS FOR THE CITY OF OLYMPIA

THIS AMENDMENT NO. 1 to the Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia is made between the **CITY OF OLYMPIA**, a Washington municipal corporation ("CITY"), and COUNTY OF THURSTON ("COUNTY"), jointly referred to as "the Parties," and is effective as of the date of the last authorizing signature affixed hereto.

RECITALS

WHEREAS, on July 29, 2025, the Parties entered into an Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia ("AGREEMENT"); and

WHEREAS, pursuant to paragraph 7 of the AGREEMENT the parties may modify or amend the AGREEMENT in writing which must be signed by both parties; and

WHEREAS, the CITY has decided not to establish a violations bureau and instead to rely upon the Thurston County District Court to manage the full citation/infraction process for the CITY; and

WHEREAS, the Thurston County District Court and COUNTY have determined that additional fee costs are required to include a one-time equipment cost of $6,000 and an ongoing annual cost of $110,937 for an additional FTE for salary and benefits to manage all of the CITY's citation/infraction responses, fines, hearings, payments, and related tasks; and

WHEREAS, the parties have determined the County needs two additional FTEs to provide security for operations of Thurston County District Court and the salary and benefits to provide such court security is $380,000, which sum will be apportioned with other jurisdictions in future years; and

WHEREAS, the Parties mutually wish to modify and amend the AGREEMENT as set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Pursuant to paragraph 7 of the AGREEMENT, the Parties hereby modify and amend the AGREEMENT as follows:

1. EXHIBIT A – Scope of Services is modified and amended as follows:

    A. Case Processing and Management. The COUNTY shall be responsible for filing processing, adjudication, and penalty enforcement of all CITY cases filed in Thurston County District Court. Such services shall include but not be limited to (1) issuance of search warrants; (2) the conduct of arraignments; (3) pre-trial hearings, motions, and other evidentiary hearings; (4) discovery matters; (5) notifications and subpoenaing of witnesses; (6) arranging for interpreter services as needed; (7) providing to CITY prosecutors complete court calendars, and other documentation

necessary to efficient caseload management prior to a scheduled CITY court calendar; (8) the conduct of bench and jury trials; (9) sentencing; (10) post-trial motions; (11) the duties of courts of limited jurisdictions regarding appeals; (12) to manage all of the CITY'S citations/infractions for parking, including responses, fines, hearings, payments, and related tasks.; (13) and any and all other court functions as they relate to municipal cases or parking citations/infractions filed by the CITY in Thurston County District Court.

2. EXHIBIT B – Staffing, Building Lease, Tenant Improvement Costs, and Other One-time Start-up Costs is modified and amended to add a paragraph as follows:

   Staffing is amended to add three additional FTEs for a total of 20 FTEs. One additional FTE is to manage the CITY'S parking citation/infraction responses, fines, hearings, payments and related tasks at an ongoing annual cost of $110,937 for salary and benefits, and two additional FTEs to provide court security at a cost of $380,000 for salary and benefits. After 2026, the cost of providing additional court security shall be apportioned among jurisdictions using Thurston County District Court's judicial services.

3. All remaining terms and conditions of the AGREEMENT dated July 29, 2025, and not herein modified or amended, shall remain as written in said AGREEMENT and shall continue in full force and effect.

IN WITNESS WHEREOF, the CITY and COUNTY hereby execute this **Amendment No. 1** of the AGREEMENT as of the date of the last signature affixed hereto.

CITY OF OLYMPIA, **WASHINGTON**	**THURSTON COUNTY, WASHINGTON**
_____	_____
Debbie Sullivan, Assistant City Manager	Leonard X. Hernandez, County Manager
Date of Signature:_____	Date of Signature:_____
ATTEST:	ATTEST:
_____	_____
City Clerk	Clerk of the Board
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Mark Barber_____	_____(for)
Mark Barber, City Attorney	Jon Tunheim, Prosecuting Attorney

INTERLOCAL AGREEMENT ESTABLISHING DISTRICT COURT FILING, JURY TRIAL FEES, PROBATION SERVICES, AND OTHER COSTS FOR THE CITY OF OLYMPIA

THIS AGREEMENT is made and entered into by and between the COUNTY OF THURSTON, hereinafter referred to as COUNTY, and the CITY OF OLYMPIA, hereinafter referred to as CITY, and is effective as of the date of the last authorizing signature affixed hereto.

WHEREAS, the CITY's Reimagining Public Safety Goals, accepted by the City Council in December 2022, shaped the development of this Interlocal Agreement; and

WHEREAS, the CITY and COUNTY are committed to reimagining public safety by balancing compassion and accountability through the expansion of restorative justice programs and evidence-based courts; and

WHEREAS, the CITY and COUNTY desire to ensure that court services, case proceedings and court operations are delivered as consistently and efficiently as possible across all courts; and

WHEREAS, the CITY and COUNTY desire to work together to provide an accessible forum for the fair, efficient, and consistent resolution of cases; and

WHEREAS, CITY resources face both short-term and long-term fiscal constraints and transitioning judicial services to the COUNTY can provide a regional approach which is efficient and effective; and

WHEREAS, filing fees are to be determined pursuant to an Agreement between the CITY and the COUNTY as provided for in Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous of establishing filing and other fees at a mutually acceptable rate; and

WHEREAS, the CITY and the COUNTY also wish to provide for progressive alternatives and community support through opportunities such as pre-trial and probation services.

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

1. GENERAL

1.1 Purpose

The COUNTY shall provide all court services for all CITY criminal cases and infractions requiring a hearing as well as progressive-alternatives and supervised probation. Court Services shall mean and include all local court services imposed by state statute, court rule, CITY ordinance or other regulations now existing or hereafter amended, including but not limited to case processing and management, probation, and customer services as set forth in EXHIBIT A attached hereto. In consideration of the court services to be performed by the COUNTY, this Agreement shall establish costs

for services to be paid by the CITY in criminal and traffic citations or infractions filed in Thurston County District Court for CITY ordinance or statutory violations. Costs established in the Agreement reflect agreed upon costs for court services for the Agreement period July 1, 2025, to and including December 31, 2026 as set forth in 3.1. It is agreed between the CITY and COUNTY that a comprehensive rate study will be completed by the COUNTY prior to the expiration of this Agreement, whereas service rates will be provided by the COUNTY to the CITY in consideration of ongoing costs for services beyond this Agreement period.

1.2 Administration

The administration of the Court Services and terms of this Agreement shall be done in the same manner and by the same agency and agents as now administer court services and filing fees in Thurston County District Court. The COUNTY shall provide all necessary personnel, equipment, and facilities to perform the Court Services in a timely manner as required by law and court rules. Court Services shall be provided in the most cost effective and efficient manner feasible including efficient use of resources such as personnel and facilities, and utilization of all reasonable methods of cost recovery from defendants found culpable by a judge or jury, to minimize costs to both the COUNTY and CITY.

1.3 Property

This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

1.4 Financing

There shall be no financing or any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement other than the City's known contractual payment amount set forth herein.

1.5 Revenue Collection

Pursuant to RCW 3.50.100, all fees, cost, fines, forfeitures, and other money imposed by the Thurston County District Court for the violation of any CITY ordinance shall be collected by the court clerk and, together with any other noninterest revenues received by the clerk, shall be deposited with the CITY'S Treasurer and Finance Director.

1.6 Payments

The COUNTY will bill the CITY at the end of the month after the end of the preceding quarter. The CITY in return will have thirty (30) days to submit payments to the COUNTY.

1.7 Calendars

The COUNTY and the CITY both have an interest in the efficient use of courtroom time and efficient case calendaring. A primary incentive for the CITY in entering this Agreement is the

understanding that the CITY will have a strong voice in the manner that its hearings will be calendared. To this end, the COUNTY will work with the CITY to ensure the efficiency of all CITY calendars.

1.8 Costs for Service

The CITY agrees to pay court service costs for 2025-2026 in accordance with Exhibit B establishing true cost to support agreed upon services as described within this Agreement for the period. It is agreed between CITY and COUNTY that a comprehensive rate study will be completed by the COUNTY prior to the expiration of this Agreement, whereas service rates will be provided by the COUNTY to the CITY in consideration of ongoing costs for services beyond this Agreement period.

1.9 Other Costs

Costs set forth in this Agreement shall include all COUNTY services for District Court proceedings except for the following additional costs to be paid by the CITY:

a. Attorney costs for indigent representation, including witness costs and mental health evaluation costs, which costs shall be paid directly by the CITY through a separate contract for such services; and

b. Witness costs, juror costs, including meals as required, together with the applicable mileage allowance, mental health evaluation costs and the cost of interpreter services which costs, and allowance(s) shall be paid directly by the CITY; and

c. Prosecution costs including prosecution costs associated with any appeal in CITY cases.

1.10 Staffing, Building Lease, Tenant Improvement Costs and Other One-time Start-up Costs

Initial, estimated pro-rated level of anticipated start-up costs for personnel staffing, equipment, furniture, supplies, facility lease, tenant improvements, and other one-time start-up costs are set forth in EXHIBIT B attached hereto. The COUNTY and CITY agree that once incurred, all such start-up costs are payable for the Agreement period July 1, 2025, to and including December 31, 2026. Initial costs thereafter shall be shared pro-rata among the jurisdictions contracting with the COUNTY for Court Services based upon the annual number of each jurisdiction's case filings in Thurston County District Court from January 1 through December 31.

2. TERM AND EXTENSION

2.1 Term

This Agreement shall be in effect upon the later of the approval by the governing body of each party, and the postings upon the websites of the parties as provided by RCW 39.34.040. The term of the Agreement shall commence on July1, 2025. The terms of the Agreement shall end on December 31, 2026.

2.2 Term Defined

It is mutually agreed upon that the CITY will pay costs to the COUNTY for the expenses incurred in adherence to Section 1.6 and Exhibit B of this Agreement. Costs established in this Agreement may be incurred no sooner than July 1, 2025, and not after December 31, 2026.

The CITY and COUNTY agree that, in accordance with RCW 3.50.805, notice will be provided by the CITY to the administrative office of the courts. Court services provided by the COUNTY to the CITY will be effective six (6) months following the notice provided to the administrative office of the courts. Court services will be provided by the COUNTY to the CITY no sooner than December 31, 2025.

2.3 Extension

The CITY may determine to extend the contractual relationship with the COUNTY after expiration of the term by giving notice to the COUNTY of such intent no later than October 1, 2026. After the delivery of such notice, both parties shall negotiate in good faith regarding the terms of a new agreement.

If the parties are unable to agree to the terms of a new agreement, either party may submit the matter to arbitration pursuant to RCW 3.62.070. In the event the issue of filing fees is submitted to arbitration, the arbitrator or arbitrators shall only consider those additional costs borne by the COUNTY in providing District Court services to the CITY as provided for by RCW 3.62.070. However, nothing contained herein shall prohibit the parties from mutually agreeing to extend the period of good faith negotiations or to submit the matter to mediation for resolution of the outstanding issues.

2.4 Termination

Pursuant to RCW 3.50.810, this agreement may be terminated under the following conditions:

a. The CITY having entered into an agreement for court services with the COUNTY must provide written notice of the intent to terminate the agreement to the COUNTY legislative authority and to the administrative office of the courts not less than one year prior to February 1st of the year in which all district court judges are subject to election.
b. The CITY seeking termination of an agreement for court services to be provided by a district court may terminate the agreement only at the end of the four-year district court judicial term.
c. The COUNTY wishing to terminate an agreement with a CITY for the provision of court services must provide written notice of the intent to terminate the agreement to the CITY legislative authority and to the administrative office of the courts not less than one year prior to the expiration of the agreement.

3. CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

4. NOTICE

Notice provided for in this Agreement shall be sent by U.S. mail to the addresses designated for the parties as set forth below. Notice will be deemed received on the third business day following the date of the notice.

To the COUNTY: District Court Executive Officer
2000 Lakeridge Dr SW, Bldg. 3
Olympia, WA 98502

To the CITY: City Manager
601 – 4th Avenue E
P.O. Box 1967.
Olympia, WA 98507

5. JURISDICTION AND VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the superior court of either of the two nearest judicial districts.

6. SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

7. ENTIRE AGREEMENT

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

SIGNATURES APPEAR ON NEXT PAGE

CITY OF OLYMPIA, WASHINGTON

Debbie Sullivan
Debbie Sullivan, Acting City Manager

Date 07/09/2025

ATTEST:

Sean Krier
City Clerk

APPROVED AS TO FORM:

Mark Barber
Mark Barber, City Attorney

THURSTON COUNTY, WASHINGTON

Leonard X. Hernandez, County Manager

Date 07/29/2025

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

for
Jon Tunheim, Prosecuting Attorney

EXHIBIT A

Scope of Services

The COUNTY shall provide all necessary personnel, equipment, furniture, supplies, facilities, and tenant improvements to perform the following described court services in a timely manner as required by law and court rule:

A. Case Processing and Management. The COUNTY shall be responsible for filing, processing, adjudication, and penalty enforcement of all CITY cases filed in Thurston County District Court. Such services shall include but not be limited to (1) issuance of search warrants; (2) the conduct of arraignments; (3) pre-trial hearings, motions, and other evidentiary hearings; (4) discovery matters; (5) notifications and subpoenaing of witnesses; (6) arranging for interpreter services as needed; (7) providing to CITY prosecutors complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; (8) the conduct of bench and jury trials; (9) sentencing; (10) post-trial motions; (11) the duties of courts of limited jurisdiction regarding appeals; (12) and any and all other court functions as they relate to municipal cases filed by the CITY in Thurston County District Court.

B. Progressive Alternatives and Supervised Probation and Other Services. The COUNTY shall provide progressive alternatives and supervised probation services for CITY cases filed in Thurston County District Court. The COUNTY will provide additional services such as, but not limited to, Veterans' Court, Mental Health Court, or other therapeutic courts. COUNTY shall afford CITY cases access to these additional services on the same terms as those services are offered to the COUNTY, and the COUNTY shall provide a report annually to the CITY detailing the other services provided to the CITY by the COUNTY, specifically enrollment by CITY defendants in Veterans' and Mental Health or other offered court programs or probation services.

C. File Management and Retention. The COUNTY shall manage, maintain, and retain cases filed by the CITY in the same manner as other cases filed in Thurston County District Court and in accordance with procedures established by the Judicial Information System and Washington State Archives.

D. Changes. If the COUNTY requires a change to the delivery of any of the services described herein, the COUNTY shall give the CITY a minimum of sixty (60) days' advance notice in writing.

E. The COUNTY shall report annually to the CITY detailing the services provided to the CITY by the COUNTY, specifically, but not limited to, the enrollment by CITY defendants in Veterans' and Mental Health Court or other offered court, pre-trial, or probation services. At a minimum, the CITY and the COUNTY will meet annually to discuss goals and collaborate to identify strategies on how to move forward with progressive alternative programs and services and to advance the CITY's Reimagining Public Safety goals.

EXHIBIT B

Staffing, Building Lease, Tenant Improvement Costs, and Other One-time Start-up Costs

Costs start in September 2025

	Description	2025*	2026
Staffing	17 FTE	843,000	2,495,000
Staffing one-time costs	furniture, computers, etc.	96,000	4,000
Facility lease	50%	66,000	203,000
Tenant Improvements	one-time	640,000	-
		1,645,000	2,702,000

	2025	2026
estimated monthly cost	411,000	225,000

Exhibit B is an estimated pro-rated level of anticipated true-cost expenses for four months commencing September 1, 2025. This estimate reflects approximately $843,000 for staffing to include 17 FTE. A pro-rated level of expense will be applied to staffing, building lease, tenant improvement costs, and other one-time start-up costs are dependent on when court services are assumed by the COUNTY.

Key one-time cost estimates
$96,000 for estimated one-time staffing costs which include furniture, computers and supplies
$203,000 for estimated portion of facility lease costs to house court room space and court-related staff space
$640,000 for estimated tenant improvements to renovate existing space into a functional court room

These numbers will be updated once the COUNTY receives bids for the work associated with tenant improvements and/or facility lease costs. The CITY will only be charged for costs that are related to the CITY's operations and space needs. The COUNTY will share new cost estimates with the CITY as they are obtained.

Cost of Living Adjustments (COLAs) for all staff in 2026 and again thereafter will follow similar suit to collective bargaining agreements and/or adjustments applied to those employed by the Management Technical Pay Plan (MTP) or Appointed positions.

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

City Council

Approval of an Ordinance Adopting a Residential Energy Performance Rating and Disclosure Policy

Agenda Date: 4/14/2026
Agenda Item Number: 4.L
File Number:26-0228

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

Title
Approval of an Ordinance Adopting a Residential Energy Performance Rating and Disclosure Policy

Recommended Action
Committee Recommendation:
The Land Use and Environment Committee recommends that the City Council consider the proposed ordinance for a Residential Energy Performance Rating and Disclosure Policy.

City Manager Recommendation:
Move to approve the proposed ordinance adopting a Residential Energy Performance Rating and Disclosure Policy.

Report
Issue:
Whether to approve the proposed ordinance adopting a Residential Energy Performance Rating and Disclosure Policy.

Staff Contact:
Pamela Braff, PhD, Director of Climate Programs, 360.753.8249

Presenter(s):
Pamela Braff, PhD, Director of Climate Programs

Background and Analysis:
Background and analysis has not changed from first to second reading.

Since early 2023, the City of Olympia has been working with the cities of Lacey and Tumwater and Thurston County, through the Thurston Climate Mitigation Collaborative (TCMC), to develop a model ordinance for a home energy assessment and disclosure policy. The proposed ordinance is intended to provide homebuyers with transparent information about a home's energy performance and encourage cost-effective energy-efficiency upgrades.

The proposed ordinance requires sellers to obtain and disclose a Home Energy Score (HES) before

listing a residential property for sale. The HES is a standardized energy assessment and rating tool developed by the US Department of Energy. It evaluates a home's energy efficiency on a scale of 1 - 10, estimates annual energy costs, and recommends cost-effective upgrades to improve the home's energy performance. The score is provided by a trained energy assessor, who evaluates a home's physical characteristics, such as insulation, heating and cooling systems, and other elements that impact home energy use.

The proposed model ordinance was developed collaboratively across the TCMC jurisdictions to provide consistency throughout Thurston County and reduce complexity for real estate professionals working across multiple jurisdictions.

Policy Context

Energy use in residential buildings accounts for more than 25 percent of inventoried greenhouse gas emissions in Thurston County. While recent updates to the Washington State Building Code significantly increase energy performance requirements for new residential development, these codes do not address existing homes, many of which were built to less efficient standards.

Providing energy performance information during real estate transactions can help buyers make more informed decisions about the total cost of home ownership, including energy costs. While the Home Energy Score does not require improvements, it provides information that may guide future investments in home efficiency upgrades. Studies show that in communities with energy disclosure requirements, 12-37% of buyers implement energy-saving upgrades after receiving home energy assessment recommendations (ACEEE, 2025).

Benefits and Impacts

Staff estimate that the first year of a county-wide home energy assessment and disclosure policy would lead to approximately 550 home retrofits, more than $300,000 in total energy cost savings, and a reduction of 580 mtCO2e. Total energy savings and emissions reduction would accrue over time as more homes are assessed and retrofitted each year.

In addition to greenhouse gas emissions reduction, other co-benefits of this policy include:

- Improving transparency in real estate transactions by providing clear, standardized information about a home's estimated energy use and efficiency.
- Helping buyers understand likely energy costs and energy performance before purchasing a home.
- Expanding access to energy efficiency financing by providing documentation that can help homeowners and buyers access rebates, incentives, and energy-efficient mortgage products.

The proposed policy does not require upgrades or improvements. The only implementation cost for sellers is the HES assessment, which typically ranges from $150-$350. For low-income sellers, the City will subsidize the cost of the assessment.

Research from jurisdictions with home energy disclosure requirements indicates that disclosure policies do not disrupt housing markets or delay transactions. Homes with higher energy performance ratings may experience modest price premiums or shorter time on the market. However, observed impacts on sale prices align closely with actual operating cost differences over 20 - 25 years.

- A $100 increase in estimated annual energy costs is associated with a 0.4% decrease in sale price (about $2,000 on a $500,000 home; ACEEE, 2025).
- A one-point increase in the HES is associated with an average 0.5% increase in sale price (approximately $2,500 on a $500,000 home; ACEEE, 2025).

Land Use and Environment Committee Recommendation
The Land Use and Environment Committee received a briefing in July 2023 on Home Energy Score Disclosure. At that time, staff recommended delaying consideration of an energy assessment and disclosure policy until the TCMC completed work to develop the regional model ordinance.

In February 2025, the Committee reviewed the proposed model ordinance and recommended that the ordinance be forwarded to the full City Council for discussion at a City Council study session.

City Council Study Session
The Olympia City Council reviewed and discussed the proposed ordinance during a Study Session on March 11, 2025. During the study session, staff presented the proposed policy and answered clarifying questions from Councilmembers. There have been no substantive changes to the policy since the March 2025 study session.

Climate Analysis:
Residential buildings are one of the largest sources of greenhouse gas emissions in Olympia, and reducing energy use in existing buildings is a key strategy to achieve the City's emissions reduction goals. The proposed ordinance directly supports the Olympia 2045 Comprehensive Plan Climate Policy PL5.5: Partner with regional jurisdictions to develop and implement a local policy for assessment and disclosure of residential energy performance ratings at the time of lease, sale, or rent.

Equity Analysis:
The proposed ordinance supports energy equity by providing homebuyers and sellers with clear and easily comparable information about a home's expected energy use and costs. This can help households better understand the total costs of homeownership and identify opportunities to improve comfort and reduce utility bills over time.

While energy cost transparency may be particularly beneficial for low-income households, the upfront costs of the energy assessment may also be a barrier for low-income sellers. To mitigate potential impacts to low-income households, the proposed ordinance also requires the City to provide subsidized assessments for low-income sellers.

Neighborhood/Community Interests (if known):
TCMC staff have engaged the community on the proposed ordinance through several forums, including advisory committee meetings, public comment, and stakeholder focus groups. The TCMC Executive Committee and Community Advisory Workgroup (CAW) reviewed project plans and draft ordinance language throughout 2024. TCMC staff also convened four in-person focus group discussions with targeted stakeholder groups in September 2024.

Many stakeholders expressed support for the proposed ordinance, noting that clear and actionable home energy assessments can help buyers make informed home purchasing decisions and

encourage energy-efficiency improvements over time. Some stakeholders expressed concerns about impacts to housing costs, delayed real estate transactions, and enforcement challenges, emphasizing the need for integration with existing processes. Stakeholders also shared that voluntary participation would not generate meaningful uptake and that education and incentives should accompany any mandate.

A summary of focus group feedback is provided in the attachments. Additional comments received in 2026 are also provided in the attachments.

Financial Impact:
Program development and implementation costs are designed to be shared equally across all four TCMC jurisdiction partners:

- Program Development: The total estimated cost for regional program development (one-time program launch costs) is $100,000. If the proposed ordinance is adopted by all TCMC jurisdictions (Lacey, Olympia, Tumwater, and Thurston County) and costs are split equally across the jurisdiction partners, the estimated cost per partner would be $25,000.
- Program Management: The total estimated ongoing program management costs are $25,000 per year ($6,250 per partner).
- Subsidized Assessments: The total estimated ongoing cost to provide subsidized assessments for City of Olympia residents is $5,000 per year, beginning in 2027.

Implementation costs would only be shared by TCMC jurisdictions that adopt the proposed policy. Sufficient funding has been allocated in the 2026 City budget to cover 50% of all program development costs ($50,000 for program development and $12,500 for program management), in the event that the ordinance is only adopted by two of the TCMC jurisdictions.

Options:

1. Move to approve the proposed ordinance to adopt a Residential Energy Performance Rating and Disclosure Policy, as proposed.
2. Move to approve the proposed ordinance to adopt a Residential Energy Performance Rating and Disclosure Policy, with specific modifications.
3. Do not approve the proposed ordinance to adopt a Residential Energy Performance Rating and Disclosure Policy.

Attachments:
Ordinance
Focus Group Summary
Public Comment
Policy Review Memo
Presentation

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADOPTING A RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE POLICY AND AMENDING THE OLYMPIA MUNICIPAL CODE TITLE 16 BY ADDING A NEW CHAPTER 16.07 ENTITLED RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE

WHEREAS, climate change is an existential crisis posing one of the most serious threats to the existence of humanity and all species on the planet; a threat that intersects and compounds all other crises facing humanity and our earth; and

WHEREAS, in 2019, Olympia City Council passed a Resolution Expressing a Commitment to Protect the Youth of this Community from the Risks of Climate Destruction (Resolution No. M-2045) and to achieve net zero emissions by 2040; and

WHEREAS, in February 2021, Olympia City Council passed a Resolution Declaring a Climate Emergency (Resolution No. M-2194) and accepted the Thurston Climate Mitigation Plan as a regional framework to reduce community-wide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050; and

WHEREAS, residential buildings are one of the largest sources of emissions in Olympia, and the Olympia 2045 Comprehensive Plan includes Policy PL5.5 Partner with regional jurisdictions to develop and implement a local policy for assessment and disclosure of residential energy performance ratings at the time of lease, sale, or rent; and

WHEREAS, at the 2023 Thurston Climate Mitigation Collaborative (TCMC) Annual Retreat and subsequent Executive Committee meeting on June 26, 2023, the TCMC agreed to advance two regional initiatives for focused regional coordination in 2024: (1) design a Residential Energy Efficiency and Electrification Campaign and (2) develop a Home Energy Score Model Ordinance; and

WHEREAS, in 2023, the City Council approved an Interlocal Agreement among Thurston County and the cities of Lacey, Olympia, and Tumwater to support the implementation of the 2024 TCMC Regional Initiatives (Resolution No. M-2461); and

WHEREAS, the TCMC has engaged the TCMC Community Advisory Workgroup, members of the public, and held four focus group discussions with key stakeholders to develop this proposed Ordinance; and

WHEREAS, the Olympia City Council finds that for a home energy disclosure policy to be effective at reducing emissions and informing prospective homebuyers, the Olympia Municipal Code should be amended to include this requirement; and

WHEREAS, imposition of a home energy disclosure requirement is specifically authorized by RCW 35A.11.020 (which specifically authorizes the City to enact any ordinance not in conflict with the general state law) and the requirement will be implemented consistent with RCW 64.06.080;

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

Section 2. Amendment of OMC 16.00.000. Olympia Municipal Code Section 16.00.000 is hereby amended to read as follows:

16.00.000 Title Contents

Title 16
BUILDINGS AND CONSTRUCTION

Chapters:
16.04 Building Codes
16.05 Alternate Methods and Materials for Mixed Use Apartment Buildings
16.07 Residential Energy Performance Rating and Disclosure
16.06 Property Maintenance Code
16.10 Unsafe and Unfit Buildings, Structures, and Premises
16.18 Noxious Weeds
16.24 Electrical Code
16.32 Fire Code
16.36 Fire Hydrants
16.40 Fire Extinguishing Systems
16.44 Alarm Code
16.46 Security Alarm Systems
16.48 Grading and Clearing
16.56 Landmark Tree Protection
16.58 Public Trees
16.60 Tree, Soil and Native Vegetation Protection and Replacement
16.70 Flood Damage Prevention
16.80 Sea Level Rise Flood Damage Reduction
16.90 General Provisions Governing the Procurement of Compost Products in Projects
16.100 Electric Vehicle Parking

Section 2. NEW CHAPTER 16.07. The following NEW CHAPTER 16.07, Residential Energy Performance Rating and Disclosure, is hereby added to Title 16 of the Olympia Municipal Code.

NEW CHAPTER 16.07

RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE

16.07.000 Chapter Contents

Sections:

16.07.010 Purpose.
16.07.020 Definitions.
16.07.030 Authority of the Director.
16.07.040 Home Energy Score Rating and Disclosure for Subject Buildings.
16.07.050 New Construction of Subject Buildings.
16.07.060 Exemptions and Waivers.
16.07.070 Expiration.
16.07.080 Violation.
16.07.090 Subsidy.

16.07.010 Purpose.

The purpose of Residential Energy Performance Rating and Disclosure is to require that homebuyers be provided with information about residential building energy performance prior to the time of property purchase to enable more informed decisions about the full costs of operating dwelling units and to encourage investments in improvements that lower utility bills, reduce carbon emissions, and increase the

comfort, safety, and health of building occupants. This disclosure is in addition to the minimum disclosures described in chapter 64.06 RCW.

16.07.020 Definitions.

Certain terms, words and phrases, whenever used in this chapter, have the meanings defined in this section.

A. "Director" means the director of the Community Planning and Economic Development department of the city or their designee.

B. "Energy" means electricity, natural gas, propane, heating oil, wood, or other fuel used for purposes of providing heating, cooling, lighting, water heating, or powering other end-uses in the building and related facilities.

C. "Home energy performance report" means the report prepared by a registered home energy score assessor utilizing the reporting template provided by the director. The report must include the following information:

1. The home energy performance score, using methods developed by the United States Department of Energy, and an explanation of the score;

2. An estimate of the total annual energy used in the dwelling unit in retail units of energy by fuel type;

3. An estimate of the total annual energy generated by onsite solar electric, wind electric, hydroelectric, and/or solar water heating systems in retail units of energy, by type of fuel displaced by the onsite generation;

4. An estimate of the total monthly or annual cost of energy purchased for use in the subject building in dollars by fuel type, based on the current average annual retail residential energy price of the utility serving the subject building at the time of the report and the average annual energy prices of nonregulated fuels by fuel type;

5. The current average annual utility retail residential energy price in dollars by fuel type and the average annual energy prices by fuel type;

6. At least one comparison home energy performance score that provides context for the range of potential scores. Examples of comparison dwelling units include, but are not limited to, a similar dwelling unit with Washington's average energy consumption, the same type of dwelling unit built to Washington energy code, or the same type of dwelling unit with certain energy efficiency upgrades;

7. The identification of efficiency measures that may be installed directly by consumers;

8. The date when the building energy assessment was performed;

9. The name, contact information, and business license number for the registered home energy score assessor who completed the scoring; and

10. Such other information as specified by the director.

D. "Home energy score" means the U.S. Department of Energy's Home Energy Score which is an asset rating based on physical inspection of the dwelling unit or review of the design documents used for the dwelling unit's construction.

E. "Low-income" means any household of the City of Olympia earning 80% or less than 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development.

F. "Real estate listing" means any real estate listed publicly for sale in the city by a property owner, representative of a property owner, or a licensed real estate agent. Real estate listings include any printed advertisement, internet posting, or publicly displayed sign, including Regional Multiple Listing Service, Craigslist, Nextdoor and other social media platforms, Redfin, Zillow, Trulia, and other third-party listing services.

G. "Registered home energy score assessor" means a person who has a valid and up-to-date certification from the U.S. Department of Energy as a home energy score assessor and who is registered with the city to provide a home energy performance report. To be registered with the city, a person must meet all registration requirements established by the director.

H. "Sale" means the conveyance of title to real property because of the execution of a real property sales contract. Sale does not include the transfer of real property as defined in RCW 64.06.010 as in effect as of the date of this ordinance and as amended.

I. "Seller" means any of the following: any individual or entity possessing title to real property that includes a subject building, the association of unit owners responsible for overall management in the case of a condominium, or other representative body of the jointly owned building with authority to make decisions about building assessments and alterations.

J. "Subject Buildings" means single-family detached dwellings, duplexes, triplexes, quadplexes, cottage housing, townhouses, and attached accessory dwelling units as defined in chapter 18.02 OMC.

16.07.030 Authority of the Director.

A. The director shall administer and enforce this chapter's provisions.

B. The director shall adopt rules and regulations, procedures, and forms to implement this chapter's provisions.

16.07.040 Home Energy Score Rating and Disclosure for Subject Buildings.

Prior to publicly listing any dwelling unit(s) of a subject building for sale, the seller of the dwelling unit, or the seller's designated representative, shall:

A. Obtain a home energy performance report for the dwelling unit(s) of the subject building from a registered home energy score assessor;

B. Include the home energy score in all real estate listings and contact information to request the home energy performance report;

C. Append the home energy performance report when attachments are accepted by the listing service;

D. Provide a copy of the home energy performance report to all the following:

1. All licensed real estate agents working on the seller's behalf; and

2. Prospective homebuyers while the subject building is listed publicly for sale; and

E. Maintain a copy of the home energy performance report for five years, available for review by the director upon request for quality assurance and evaluation of policy compliance.

16.07.050 New Construction of Subject Buildings.

At or prior to the time of the first sale of a newly constructed subject building, the seller of the dwelling unit, or the seller's designated representative, may:

A. Provide a home energy score that was generated from either design specifications or an on-site inspection.

B. Obtain and replicate a single home energy performance report for subject buildings constructed within the same land division using identical design specifications with identical features including, but not limited to, floorplan, type and amount of insulation, windows, attic fans, heating and cooling systems, hot water heaters, and appliances.

16.07.060 Exemptions and Waivers.

A. Subject buildings on federal land or tribal land are exempt from the requirements outlined in OMC 16.07.040.

B. The director shall exempt a seller from the requirements of this chapter if the seller submits documentation that the subject building is undergoing a transfer of real property as defined by RCW 64.06.010, as is in effect as of the date of this ordinance and as amended.

C. The director may exempt a seller from the requirements of this chapter after confirming that compliance would cause undue hardship for the seller under the following circumstances:

1. The subject building qualifies for sale at public auction or acquisition by a public agency due to arrears for property taxes;

2. A court-appointed receiver is in control of the subject building due to financial distress; or

3. The senior mortgage on the subject building is subject to a notice of default; or

4. The seller is otherwise unable to meet the obligations of this chapter as determined by the director.

16.07.070 Expiration

The home energy score is valid for 10 years after the assessment date (including new construction assessments as described in OMC 16.07.050), provided that no changes to mechanical systems, building envelope, energy efficiency or square footage in the home has occurred. For the purposes of this section, an assessment date is the date the assessment was completed.

16.07.080 Violation.

A. It is a violation of this chapter for any person, as defined in OMC 4.50.020, to fail to comply with the requirements of this chapter or to misrepresent any material fact in a document required to be prepared or disclosed by this chapter.

B. Penalties. It is a civil infraction for any person, as defined in OMC 4.50.020, to violate or fail to comply with any term or provision of this title. Each day is a separate infraction. A person found to have committed a civil infraction will be assessed a monetary penalty consistent with chapter 4.40 OMC, as follows:

1. First offense: Class 3 ($50), not including statutory assessments.

2. Second offense arising out of the same facts as the first offense: Class 2 ($125), not including statutory assessments.

3. Third offense arising out of the same facts as the first offense: Class 1 ($250), not including statutory assessments.

C. Enforcement. The city may, but is not obligated, to enforce this chapter through Chapter 4.44 OMC, Uniform Civil Enforcement.

16.07.090 Subsidy.

The City of Olympia shall fully subsidize home energy score audits as required by Chapter 16.07 OMC for sellers whose households meet the low-income definition of this chapter.

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

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

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, does not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance is effective on May 1, 2027.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

Summary of Home Energy Score (HES) Stakeholder Focus Groups

Thurston Climate Mitigation Collaborative, September 2024

Background

In September 2024, the Thurston Climate Mitigation Collaborative (TCMC) conducted four in-person focus groups with industry professionals to inform development of the regional Home Energy Score (HES) Model Ordinance. Participants represented real estate professionals, homebuilders, inspectors, energy service providers, lenders, housing organizations, utilities, and public agencies.

The purpose was to present the proposed HES framework, gather feedback on potential impacts, and identify key considerations for implementation. Discussions focused on the role of HES in real estate transactions, program administration, compliance and enforcement, market impacts, and workforce readiness.

Across the sessions, participants acknowledged that energy information is valuable, but expressed concerns about transaction complexity, costs to sellers, market impacts, and a lack of enforcement capacity. They emphasized that voluntary participation would not generate meaningful uptake and that education and incentives must accompany any mandate.

Key Themes Across Focus Groups

1. HES as an Educational Tool

Participants viewed the Home Energy Score as primarily an informational and educational resource rather than a driver of immediate upgrades during a home sale.

Many participants noted that the home sale process is already complex, time-constrained, and emotional. As a result, energy performance is often a secondary consideration compared with structural issues, financing, or safety concerns identified in inspections.

Participants suggested that HES could be valuable in helping homeowners understand their home's energy performance and potential improvements, particularly after purchase or as part of longer-term planning. Several noted that the score could provide a roadmap for improvements that buyers might pursue after closing.

2. Impacts on Real Estate Transactions

Real estate professionals consistently emphasized that the timing and integration of HES into the transaction process is critical. The home sale process is already time-sensitive and complex, and additional requirements could create delays if not carefully integrated.

Participants noted that transaction timing could be addressed by establishing clear expectations for vendors providing Home Energy Scores, including rapid turnaround times to ensure scores can be completed without disrupting listing timelines. Participants also recommended establishing contingencies or alternative procedures in cases where a score cannot be completed within the transaction timeline.

In addition, participants highlighted the importance of streamlining the process for generating and sharing scores. Direct connection between the scoring platform and Multiple Listing Service (MLS)

systems was identified as a potential mechanism to minimize administrative burden and ensure energy information can be easily included in property listings.

Some participants raised concerns that low scores might negatively influence buyer perception or home value, particularly for older homes, while new homes would score well due to new energy efficiency standards. Others noted that energy information is already discussed informally during inspections, but is rarely a primary factor in negotiations. Participants, specifically realtors, shared concerns about perceived liability if they were seen as responsible for interpreting or explaining terms.

3. Compliance and Enforcement Challenges

Across all focus groups, participants expressed concern that local governments could effectively enforce a mandatory HES requirement through current code compliance processes.

Local jurisdictions were described as having limited staffing and resources, with enforcement priorities focused primarily on life-safety and health issues. As a result, many participants felt compliance mechanisms would need to be integrated into existing market or financing systems rather than relying solely on municipal enforcement.

Suggested approaches included integrating HES into mortgage or escrow processes, where the score could be verified during financing or closing. Some participants noted that similar approaches exist for other requirements, such as septic system inspections.

Participants also emphasized that voluntary programs typically have low participation and suggested that if HES is pursued as a policy, a clear non-punitive compliance structure would be needed for it to be effective.

4. Market Value and Financing Considerations

Participants highlighted a disconnect between the cost of energy improvements and their recognition in home appraisals. Several recommended engaging the appraisal industry and encouraging the use of tools such as the Green Addendum developed by the Appraisal Institute to better capture the value of efficiency improvements. Most participants were unfamiliar with the Green Addendum.

Financing mechanisms were also discussed. Programs such as energy-efficient mortgages could allow buyers to finance upgrades based on projected energy savings. No realtor participants were familiar with these funding mechanisms. Builder participants expressed concern that low scores could eventually impact home values, particularly for older homes and lower-income sellers.

5. Considerations for New Construction and Existing Homes

Builders noted that new homes are already required to meet increasingly stringent energy codes. As a result, new construction would generally perform well under HES scoring.

Participants recommended creating an equivalent compliance pathway for homes meeting current energy codes or participating in voluntary high-performance building programs to avoid additional costs or redundant processes. Builders suggested creating alternative compliance pathways for new homes, or exempting new homes built in 2021 or prior.

For existing homes, participants acknowledged that energy performance is rarely a central part of real estate discussions. Instead, efficiency improvements are typically raised if outdated equipment, insulation gaps, or other issues are observed during inspections.

6. Equity and Low-Income Considerations

Equity impacts were raised across several focus groups. Participants emphasized that low-income households should not bear additional financial burdens associated with energy assessments or upgrades.

Suggestions included subsidizing the cost of obtaining a Home Energy Score for low-income households and prioritizing outreach and assistance in neighborhoods where homes are older and energy improvements could deliver the greatest benefits.

Participants also noted that point-of-sale incentives may be more accessible for lower-income households than rebates, which require paying costs upfront and then waiting for reimbursement. Participants emphasized the importance of supporting implementation and avoiding punitive enforcement.

7. Workforce and Program Capacity

Participants emphasized that a mandatory HES program would require a sufficiently trained workforce to conduct assessments and provide timely service during real estate transactions.

Recommendations included developing a workforce training strategy several months prior to program launch to ensure adequate capacity. Participants also suggested coordinating with utility energy efficiency programs and developing a workforce tied to equity - supporting women, veterans, and people from frontline communities to serve as HES Assessors.

8. Education, Outreach, and Program Administration

Participants stressed the need for sustained pre-launch education (1-2 years) and outreach before implementing any formal requirements. Participants stated that clear, centralized educational materials for realtors, buyers, sellers, contractors, and lenders would be needed.

Participants also emphasized the importance of simple, consistent regional rules for program administration, streamlined processes, and integration with existing systems such as the MLS platform.

Several participants suggested that program administration should be handled by a third-party entity to maintain neutrality, manage quality assurance, and oversee reporting.

Participants recommended a countywide score database, API-supported MLS integration, and public dashboards showing energy use trends and community progress.

9. Other Voices to Consider

Participants in each focus group were asked if any additional stakeholders should be included in the focus groups. No suggestions were provided by participants. As such, the focus group work concluded with the four focus groups summarized here.

Focus Group Participants

Focus Group 1: Real Estate Transaction (September 17, 2024)

- Dwayne Boggs, Home Inspector, Boggs Inspection Services
- Polly Barber, Realtor, Homes by Polly Barber
- Anya Myer, Realtor, RE/MAX
- Kim Piper, Realtor, RE/MAX
- Garen Thatcher, HES Provider, SwiftSure Energy Services

Focus Group 2: Building Industry (September 18, 2024)

- Ben Francois, Habitat for Humanity
- Mark Shepherd, New Homebuilder Superintendent, Rob Rice Homes
- Jessie Simmons, New Homebuilder Owner
- Kevin Zwink, Code Compliance Officer, City of Lacey
- Nate Kilby, Owner/Inspector, Right Way Home Inspections

Focus Group 3: Mixed Industry Professionals (September 18, 2024)

- Jordan Howden, Weatherization Program Manager, Community Action Council
- Nate Krebs, Weatherization Superintendent, Community Action Council
- PK Long, Code Compliance Officer, City of Tumwater
- Doug Mah, Director of Public Policy, Thurston County Chamber of Commerce
- Dietrich Schmitz, Advanced Downpayment Assistance Program Manager, Washington State Housing Finance Commission

Focus Group 4: Mixed Industry Professionals (September 19, 2024)

- Thea LaCross, Executive Director, Thurston Housing Land Trust
- Kristine Rompa, Senior Local Government Affairs Representative, Puget Sound Energy
- Mackenzie Winchel, HES Program Manager, Earth Advantage

Pamela Braff

From: Melissa McKee
Sent: Tuesday, February 3, 2026 9:13 AM
To: Gregory Quetin
Cc: Councilmembers; Pamela Braff
Subject: Re: Adopt the Residential Energy Performance Rating and Disclosure ordinance

Follow Up Flag: Follow up
Flag Status: Completed

Good morning, Greg. Thank you for your comments. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Gregory Quetin <gquetin@gmail.com>
Sent: Monday, February 2, 2026 9:15 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Adopt the Residential Energy Performance Rating and Disclosure ordinance

Hello City Council,

In my personal capacity, I would like to urge the City Council to adopt the Residential Energy Performance Rating and Disclosure ordinance as soon as possible. The energy performance of a home is important for the energy that it consumes with consequences for both the affordability of the home and the energy consumpt/carbon emissions resulting from keeping that home liveable. Adopting this ordinance now shows climate leadership and helps inform potential home buyers about future energy costs.

Thank you for your consideration and service.

Best,
Greg

Pamela Braff

From: Melissa McKee
Sent: Tuesday, February 3, 2026 11:31 AM
To: John MacLean
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Letter in support of the Draft Ordinance on Residential Energy Performance Rating and Disclosure Policy
Attachments: EEFC letter to City of Olympia supporting Residential Energy Performance Rating & Disclosure Policy Feb 3 2026.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Thank you for sharing this letter, John. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: John MacLean <jmaclean@eefinance.net>
Sent: Tuesday, February 3, 2026 9:54 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Cc: Tom Crawford <tcpraxis629@gmail.com>
Subject: Letter in support of the Draft Ordinance on Residential Energy Performance Rating and Disclosure Policy

You don't often get email from jmaclean@eefinance.net. Learn why this is important

Dear City Council & Staff: Attached please a letter in support of the Draft Ordinance on Residential Energy Performance Rating and Disclosure Policy. Please confirm receipt. The content of this letter is also reproduced below. Thank you and sincerely, John MacLean

February 3, 2026

TO: Olympia City Council & Staff
FROM: John MacLean, President, Energy Efficiency Finance Corp.

RE: Draft Ordinance on Residential Energy Performance Rating and Disclosure Policy
CC: Tom Crawford, Thurston Climate Action Team

Dear Olympia City Council: I am writing in support of the Residential Energy Performance Rating and Disclosure Policy. I am not a resident of Olympia, as I live in the County outside the NE Olympia City limits, but I had an office in downtown Olympia for 12+ years and I love this community.

My work is in finance for energy efficiency and clean energy projects, both in the USA and internationally, and I have been involved with and supportive of the Thurston Climate Action Team for many years. I have experience arranging financing for commercial building energy efficiency (EE) projects in Washington State, including using C-PACER financing, and also with the Washington commercial buildings Clean Building Performance Standards (CBPS) legislation passed several years ago; I have seen how the CBPS is helping drive the EE market for commercial buildings (> 20,000 SF). My comments follow.

1. I suggest one edit to draft Ordinance. The Definitions Section C prescribes the content of the Home energy performance report that must be done as part of a home sale process; subsection C.7 requires that report include: "The identification of efficiency measures that may be installed directly by consumers;…". I suggest that C.7 be revised to read: "The identification of efficiency measures that may be installed in the subject building including estimated capital costs and energy cost savings associated with each efficiency measure;…". I note that if this edit is not made, the director may further specify this requirement and the typical home energy performance report will typically include this information.

2. The draft Ordinance addresses residential EE standards <u>at the point of sale</u>; I think that this is brilliant because it can allow a home buyer could potentially roll in the costs of EE improvements identified by the required report into the cost of the home mortgage. This can be an effective way to finance efficiency measures on a long term and at a relatively low interest rate, thus often allowing the costs of many EE measures to be repaid out of cost savings, which is a common goal of EE financing programs.

3. As part of the services that the City provides to implement the proposed Ordinance, I suggest that the City work with mortgage lenders to develop and offer mortgage financial products that allow the costs of EE measures to be included in the mortgage so that the cost-effective EE measures can be readily implemented by the home buyer. City services can also include links to local contractors who can implement such EE measures.

4. I think that provision of these services can be instrumental for the proposed Ordinance to achieve its desired results which is the implementation of cost-effective EE measures. There are examples of such programs in other communities in the USA and I would be happy to assist in the development of such a set of services if needed. I note also that the newly established Washington State Green Bank is investigating developing and providing residential EE finance products. In the 2009-2011 period during the implementation of the American Reinvestment & Recovery Act implemented in the early years of the first Obama administration, there was funding for similar programs and I worked with communities around the USA and in Washington State to set up residential EE finance programs, including, for example, with Sustainable Connections in Bellingham, Washington. I am thinking that local mortgage lenders could be recruited to offer EE mortgages. Home buyers may also need support in the contracting process.

I want to express my thanks and appreciation to Council members and City staff for your work and service.

Thank you and sincerely,

John MacLean, President
Energy Efficiency Finance Corp.
3336 Libby Road NE
Olympia, WA 98506
Cell = 360-339-3936
Fax = 206-774-0411
jmaclean@eefinance.net

eefc
Financing for a sustainable economy

February 3, 2026

TO: Olympia City Council & Staff
FROM: John MacLean, President, Energy Efficiency Finance Corp.
RE: Draft Ordinance on Residential Energy Performance Rating and Disclosure Policy
CC: Tom Crawford, Thurston Climate Action Team

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Energy Efficiency Finance Corp.
phone: 1-360-339-3936 Fax: 1-206-774-0411 Address: 3336 Libby Road NE, Olympia, WA USA 98506

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I want to express my thanks and appreciation to Council members and City staff for your work and service.

Thank you and sincerely,



Pamela Braff

From: Melissa McKee
Sent: Tuesday, February 17, 2026 10:07 AM
To: Councilmembers
Cc: Tim Smith; Pamela Braff; exec@thurstoncountyrealtors.org
Subject: Fw: Public Comment re: Home Energy Score Ordinance
Attachments: REALTORS Public Comment on HES OCC.pdf; tcra-hes-position-statement-final.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you, Jennifer, for submitting this comment. I will ensure it is recorded and received by all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Jenn Chernut <exec@thurstoncountyrealtors.org>
Sent: Saturday, February 14, 2026 5:32 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Fwd: Public Comment re: Home Energy Score Ordinance

> You don't often get email from exec@thurstoncountyrealtors.org. Learn why this is important

Good afternoon,

On behalf of the Thurston County REALTORS® Association, please find attached our formal Public Comment and Official Position Statement regarding the proposed Home Energy Score (HES) ordinance.

We respectfully request that this correspondence be included in the public record and shared with all elected officials and relevant staff.

Please let me know if you need any additional information.

Jennifer Chernut MA AHWD C2EX
Executive Officer
Thurston County REALTORS® Association
510 Franz Anderson Rd SE
Olympia, WA 98501
Office: 360.491.3910

Olympia City Council

February 14, 2026

RE: Proposed Home Energy Score Ordinance

Good afternoon Mayor and Councilmembers,

For the record, my name is Dawn Baker, and I serve as President of the Thurston County REALTORS® Association, representing over 750 real estate professionals who work with buyers and sellers across our community every day.

I want to begin by respectfully clarifying something important: the Thurston County REALTORS® Association supports energy efficiency. We support informed consumers. And we support policies that help homeowners reduce costs over time.

What we do not support is implementing a new requirement at the point of listing without fully understanding its impacts.

Our members are on the front lines of housing affordability. They see firsthand how even modest additional costs, inspection requirements, or administrative steps can create barriers — especially for first-time buyers, seniors on fixed incomes, and households already struggling in a tight housing market.

Because of that, we are concerned about moving forward with a mandate that directly affects every residential real estate transaction in Thurston County without full and transparent engagement from the professionals who implement those transactions daily.

There are still unanswered questions regarding:

- Housing affordability impacts
- Transaction timing and delays
- Enforcement and liability
- Administrative capacity

- And potential fiscal implications, including possible REET-related risks under state law

This is not a small policy change. It is a structural change to how *every* home is brought to market.

Our Association and our members were not meaningfully engaged in the development of this proposed Home Energy Score ordinance.

Please also note that at no point did our organization formally support advancing a mandatory Home Energy Score requirement at time of listing, regardless of testimony or claims that state otherwise.

For that reason, we are asking for a straightforward and reasonable action:

- Pause this ordinance.
- Conduct thorough due diligence.
- And engage stakeholders — including the real estate community — in a meaningful way before advancing a mandate.

A pause is not a rejection of energy goals. It is a commitment to getting policy right.

We stand ready to participate constructively. We want to be part of the solution. But we cannot support moving forward without careful evaluation and broad collaboration.

Thank you for your time and consideration.

Dawn Baker

2026 President

Thurston County REALTORS® Association

Enclosure: TCRA HES Position Statement

Thurston County REALTORS® Position Statement

Proposed Home Energy Score (HES) Ordinance

Thurston County | Olympia | Lacey | Tumwater

POSITION AT A GLANCE

The Thurston County REALTORS® Association (TCRA) supports energy efficiency and climate resilience. However, TCRA has significant concerns with a mandatory time of listing Home Energy Score (HES) ordinance as currently proposed and recommends jurisdictions pause adoption pending further analysis and stakeholder engagement.

WHY THIS MATTERS

- Thurston County is facing a housing affordability and supply crisis.
- Time of listing and point-of-sale mandates add costs, delays, and uncertainty to residential transactions.
- Older homes and households on fixed incomes, such as seniors, may be disproportionately affected.
- The proposal presents legal, fiscal, and operational risks that have not been fully evaluated.

KEY CONCERNS

1. Housing Affordability & Market Impact

- Adds new transaction costs for sellers and buyers.
- Disproportionately impacts older homes and lower-income households.
- Risks reducing marketability or sales proceeds without clear consumer benefit.

2. Implementation & Enforcement Gaps

- Stand-alone HES inspections duplicate existing home inspection processes.
- No clarity on cost of HES assessments.
- No clarity on quantity, availability, and qualifications of HES assessors.
- No clarity on timelines, transaction delays, or enforcement.
- No clear mechanism on HES oversight or enforceability;
    - Fees and penalties will be relegated to each jurisdiction to set; however, the intent of this ordinance is to create standardized regulations county-wide to reduce uncertainty and create parity.
- A lack of equal enforcement
    - Low-income and private sales are exempt from this ordinance even though they are equal, if not greater, contributors of carbon emissions.
    - Not requiring HES scores on private sales not only is counterintuitive to the reduction of emissions, but incentivizes private sales (FSBOs), which can have rippling negative effects on the housing industry and market.

3. Limited Climate Benefit

- The ordinance requires scoring, not improvements.
- No evidence that mandatory disclosure alone meaningfully reduces emissions.
- Voluntary and incentive-based programs may achieve greater impact.

4. Appraisal & Financing Uncertainty

- Appraisers and lenders were not meaningfully engaged.
- Unclear how low scores may affect valuation or financing.
- Unclear how low scores may affect insurance rates or insurability.
- Introduces risk into otherwise standard residential transactions.

5. REET Legal & Fiscal Risk

- State law (**RCW 82.46.037**) restricts local governments that impose point-of-sale requirements.
- Adoption could jeopardize REET operational uses, a critical funding source.
- Potential impacts total millions of dollars annually for local jurisdictions.

RECOMMENDED PATH FORWARD

TCRA encourages jurisdictions to:

- Pause mandatory HES adoption
- Expand voluntary programs (e.g., Energize Thurston)
- Offer incentives for energy upgrades
- Leverage existing building codes for new construction
- Convene REALTORS®, appraisers, lenders, inspectors, and housing stakeholders before advancing policy

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BOTTOM LINE

Well-intentioned climate policy should not unintentionally worsen housing affordability, disrupt real estate transactions, or expose jurisdictions to legal and fiscal risk. Collaboration and incentives—not time of listing or point-of-sale mandates—offer a more effective and balanced path forward.

Pamela Braff

From: Melissa McKee
Sent: Tuesday, February 17, 2026 9:52 AM
To: Andrea and Danny Smiley
Cc: Councilmembers; Pamela Braff; Tim Smith
Subject: Re: Home Energy Assessment and Disclosure Policy

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you for your comments, Andrea and Daniel. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Andrea and Danny Smiley <thesmileytribe@gmail.com>
Sent: Monday, February 16, 2026 9:14 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Home Energy Assessment and Disclosure Policy

> You don't often get email from thesmileytribe@gmail.com. Learn why this is important

Good evening,

While I understand the upcoming work session on a ***Home Energy Assessment and Disclosure Policy*** will not require immediate council action, I respectfully and proactively urge you not to proceed with exploring this policy.
I'm thankful that my husband and I were fortunate to buy a newer home and likely won't experience the adverse effects of such a policy, such as reduced equity and lower sale proceeds when selling.
What happens when my widowed grandmother, who is living on a fixed income and is counting on her home sale proceeds to finance her time in retirement or nursing care, goes to sell her home that was built in the 1960's? Will the city cover the cost of replacing the space and water heating, insulation, and related systems if a buyer demands such improvements? If the answer is no, you should seriously

consider how detrimental and expensive this policy could become for those who can least afford it... and for those who are counting on the proceeds from their home sale to cover medical and senior care.

Respectfully,
Andrea and Daniel Smiley
4405 5th Ave NW 98502

Pamela Braff

From: Thurston Climate Mitigation Collaborative <no-reply@wufoo.com>
Sent: Monday, February 23, 2026 5:02 PM
To: Pamela Braff; rebecca.harvey@co.thurston.wa.us; linsey.fields@cityoflacey.org; ajoneswood@ci.tumwater.wa.us
Subject: TCMC Contact Form [#12]

Name * Michele Horaney

Address

1900 Hudson St NW
Olympia, WA 98502
United States

Email * michele.horaney@gmail.com

Phone Number (510) 330-9640

Please leave us a message: *

PLEASE *HALT* even discussion of the Home Energy Score initiative.

It is truly a "solution in search of a problem."

While most all people would like to ensure that homes they buy – and even homes they sell – are energy efficient, this initiative smacks loudly of government overreach and intrusion.

Current sales practice provides for information about the age and, to a degree, efficiency of a host of features and pieces of equipment in a home that an owner wants and needs to know about: the furnace, hot water heater, AC compressor, roof, insulation, whether a home is on a sewer line or has a septic tank.

Some of that information is customarily put into a listing and some of it is available when talks begin in earnest and an inspection of a home is done.
Prospective buyers themselves learn a lot about everything in a house – all of the features above plus flooring, bath fixtures, wall surface conditions – when they go out to look at for-sale homes.
And some information such as the quality of drinking water is online now for every municipality.

The owner of the home likely knows - even before he or she talks to a real estate agent about putting the house up for sale - what should be done to improve energy efficiency.
Sellers are very sensitive to the age of everything they've dealt with, had repaired or replaced over the years.
If you are an owner, PSE can and will come out to do an inspection of the home and provide recommendations.

One idea for change: Prospective owners should be able to get those reports upon request. If that is not possible, it should be possible.

A program like the one you are discussion might/maybe work IF ... it has years of an expertly written and tested education program woven through it.
Then the program needs to be set up as a voluntary "add on" and run that way for some time.
And it needs to be evaluated after a certain length of time.

There's a lot on the line and on the table here.

I participated in a "certification program" in the San Francisco Bay Area some years ago that was similar, and that was well-designed and had been running - and had evolved - over years.
The program offered voluntary certification that a business was, indeed, environmentally sound and "green."
It was of note because there were not other means by which to know or judge, if it was important to you, that a business
had taken the steps to be known as "green."
Business owners don't typically list on their websites that they use recycled paper, efficient light-bulbs, are located in newer facilities
with up-to-date energy features, and they make sure, for instance, that their trucks are not running while they sit in the parking lot.
Using such a program helped owners figure out what to do and how to do it, the certification info was available to all on a separate website
and the certified business could use a marking logo on their own website and collateral materials. In many cases, it was a very positive sales tool.

This proposal is nothing much like that!

It took years to build out the "green" SF area program. The program was offered in a region and at a time when "green" and "environmentally friendly"
were very popular and being "green" was a big selling point.

In this case, I believe there are means now to determine if a home is sound or how sound it is.

If you are looking to buy, you need to read the listing, talk to the agent and agents, consult with the sellers at the right time,
have a thorough inspection and read and believe the inspection report.

Another idea for discussion to maybe change: Certainly real estate agents could – and it depends on a host of points, including liability – be encouraged to include some better, other
information on the listing materials they create. Inspectors could also make specific note of and ask questions about age and type
and operations of appliances and parts of homes that may or may not involve energy use as they go through them and present that information to prospective buyers
in their reports.

But this is not the time for government to intercede on this. Many of us appreciate your interest in the entire topic, but I'd ask that
a government body not get involved in this. Not at this point. Use the resources we have. They are there. Use them.

Thank you.

Michele Horaney
1900 Hudson St NW
Olympia, WA 98502
510.330.9640

Pamela Braff

From: Lynn Fitz-Hugh <lynn@fitz-hugh.org>
Sent: Wednesday, March 4, 2026 5:47 PM
To: Dontae Payne; Clark Gilman; Yến Huỳnh; Dani Madrone; Paul Berendt; Kelly Green; Robert Vanderpool; Jay Burney; Pamela Braff
Subject: RE: people for HES
Attachments: HES petition.csv

I am told the petition did not go through last time. I hope it does this time.

From: Lynn Fitz-Hugh <lynn@fitz-hugh.org>
Sent: Wednesday, March 4, 2026 11:20 AM
To: 'dpayne@ci.olympia.wa.us' <dpayne@ci.olympia.wa.us>; 'Clark Gilman' <cgilman@ci.olympia.wa.us>; 'yhuynh@ci.olympia.wa.us' <yhuynh@ci.olympia.wa.us>; 'Dani Madrone' <dmadrone@ci.olympia.wa.us>; 'Paul Berendt' <pberendt@ci.olympia.wa.us>; 'kgreen@ci.olympia.wa.us' <kgreen@ci.olympia.wa.us>; 'Robert Vanderpool' <rvanderp@ci.olympia.wa.us>; 'jburney@ci.olympia.wa.us' <jburney@ci.olympia.wa.us>; Pamela Braff <pbraff@ci.olympia.wa.us>
Subject: RE: people for HES

Hi:
I know you have been hearing from Real Estate agents who oppose this. I would just like you to see that there is also a significant number of voters who also support HES for a whole variety of reasons. I look forward to your vote later this month.

Thanks,

Lynn Fitz-Hugh
Executive Director
She/Her pronouns
206-713-0497
Friends of Trees Action group of

https://www.restoringearthconnection.org/
FB: restoring Earth Connection

PS tried to send this to you from the petition site but that did not appear to work. Apologies if this is a duplicate.


Virus-free.www.avast.com

First name	Last name	Email	Address	City	State/Province	State/Province Abbreviated	Zip code	Country	Language	Comments	Timestamp (ET)
Lynn	FitzHugh	lynn@fitz-hugh.org	1716 11th Ave SE	Olympia	Washington	WA	98501	US	en		2025-08-07 00:37:16 ET
Paris	McClusky	paris@thurstonclimateaction.org		Olympia	Washington	WA	98516	US	en	I am the Community Organizer at Thurston Climate Action Team (TCAT). Community organizations like TCAT have been advocating for home energy audits since before the Thurston Climate Mitigation Plan (TCMP) was adopted by Lacey, Olympia, Tumwater and Thurston County. The above jurisdictions were so close to developing this TCMP action into a policy when the Thurston Climate Mitigation Collaborative decided to continue to kick the can down the road for another year. We can't keep doing this. The TCMP is just a collection of well meaning words and concepts until it is put into practice; this is a time for action. We need bold climate action now if we are going to meet our GHG reduction goals and make our county livable in the next 20 and 50 years. Pass a policy requiring home energy audits in 2025 for energy efficiency, renewable energy development and, to demonstrate to voters, that Thurston County is serious about fighting climate change.	2025-08-07 12:29:11 ET
Connie	Campbell	campbell.con55@gmail.com		Olympia	Washington	WA	98512	US	en		2025-08-08 02:10:12 ET
Warren	Kronenberg	wekrone@gmail.com	3206 36 Ave NW	Olympia	Washington	WA	98502	US	en	This is a reasonable, sensible and timely action to take. There is no reason for the City to further delay on this minimal requirement that addresses climate change, a major problem we all should take seriously.	2025-08-08 02:22:26 ET
Heather	Pens	hptrillium@gmail.com	1610 Bright Star Way	Olympia	Washington	WA	98506	US	en		2025-08-08 02:30:10 ET
Lynne	Bannerman	lynneabann@gmail.com	1513 Woodard Ct NW	Olympia	Washington	WA	98502-311	US	en		2025-08-08 09:14:19 ET
Elsie		elsiesabel@proton.me		Olympia	Washington	WA	98502	US	en		2025-08-08 16:26:51 ET
Maureen	Canny	mocanny@comcast.net		Lacey	Washington	WA	98516	US	en	Please include home energy audits as a part of the Climate mitigation plan!!	2025-08-08 18:39:28 ET
Christine	Garst	cbgarst@gmail.com		Olympia	Washington	WA	98506-391	US	en		2025-08-08 19:12:00 ET
john	crutcher	olywash@gmail.com		Olympia	Washington	WA	98516	US	en		2025-08-09 11:35:36 ET
Donna	Pallo-Perez	dpalloperez@q.com		Olympia	Washington	WA	98506	US	en		2025-08-09 16:26:59 ET
Tom	Crawford	tcpraxis629@gmail.com		Olympia	Washington	WA	98502	US	en	Since this will be included in the MLS listing for our region, implementation and enforcement are very low cost and provide high consistency. Staff have thoroughly developed implementation procedures and cost estimates (which are very modest).	2025-08-09 16:27:05 ET
Elizabeth	Rodrick	erodrick@comcast.net		Olympia	Washington	WA	98502	US	en		2025-08-09 22:35:54 ET
Suzanneâ€™s	Cravey	suzq015@gmail.com	541 Olmstead Lane SW	Olympia	Washington	WA	98523	US	en	I support the concept of a Home Energy Audit at the point of sale. This is a good start for homeowners to be more responsive to investing in a more sustainable heating and cooling options.	2025-08-10 12:09:15 ET
Bonnie	Blessing	bonnie.blessing@gmail.com		Olympia	Washington	WA	98512	US	en	We are buying a house that could have used an 'energy audit', costs a fortune to heat because of poor insulation, leaky windows etc. Still due to location we bought it. But we do spend alot to reduce our heating costs. I like the idea of a home energy audit and think it could be done relatively cheaply.	2025-08-10 13:25:11 ET
Christine	Chapman	chris.chapman5045@icloud.com		Olympia	Washington	WA	98506	US	en	Really like the idea energy audits before an house is sold. Portland experience shows that it works. Please require them.	2025-08-10 16:12:43 ET
Laurie	Gneiding	laurierg@comcast.net		Olympia	Washington	WA	98502	US	en	Home audits will improve energy efficiency.	2025-08-11 11:08:12 ET
George	Burazer	georgeburazer@gmail.com		Lacey	Washington	WA	98503	US	en		2025-08-13 02:41:31 ET
Charlotte	Persons	Cpeople2u@gmail.com		Olympia	Washington	WA	98506	US	en		2025-08-13 11:43:57 ET
Kathleen	Snyder	ksnyder75@gmail.com	1220 Devon Loop NE	Olympia	Washington	WA	98506	US	en		2025-08-13 16:11:53 ET
Anne	Van Sweringen	avansw2@gmail.com		Lacey	Washington	WA	98503	US	en		2025-08-13 16:44:37 ET
Phyllis	Farrell	phyllisfarrell681@hotmail.com					WA	US	en	Please move forward with the energy audit requirements before a house may be sold. this would provide valuable information to the buyers.	2025-08-13 18:24:20 ET
Ronda	Larson Kramer	rlarsonkramer@gmail.com	1814 EASTSIDE ST SE	Olympia	Washington	WA	98501	US	en		2025-08-14 15:38:04 ET
Valeria	Coontz	sharron.coontz@gmail.com	12417 Tilley Road So.	Olympia	Washington	WA	98512	US	en		2025-08-14 17:16:17 ET
Thad	Curtz	curtzt@nuprometheus.com		Olympia	Washington	WA	98501	US	en	It's discouraging that we're so far from acting as if we actually have a climate emergency...	2025-08-14 17:53:33 ET
L.	Chase	lorjchase@gmail.com	1841 Trosper Rd Sw, #54	Tumwater	Washington	WA	98512	US	en	I would have liked to have had energy consumption before my purchase. Then they could have fixed it instead of me.	2025-08-14 23:27:51 ET
Sam	Merrill	sammerrill3@comcast.net		Olympia	Washington	WA	98502-350	US	en		2025-08-15 12:57:13 ET
Sara	Lewis	carbonsmom@gmail.com		Olympia	Washington	WA	98516	US	en		2025-08-15 17:55:04 ET
Loretta	Seppanen	laurel.lodge@comcast.net	2919 Orange Street SE	Olympia	Washington	WA	98501	US	en	This is a logical next step in addressing climate change issues - allowing home buyers to know the energy use up-side and down-side before they commit to buying a home. This is a low cost that adds a negligible cost to home ownership.	2025-08-15 18:02:46 ET
Red	Bever	redcedarbever@gmail.com		Olympia	Washington	WA	98502	US	en		2025-08-19 17:07:08 ET
Anna	Marchand	anna@nisquallyestuary.org		Olympia	Washington	WA	98516	US	en		2025-08-19 17:20:40 ET
Tristen	P	mrpayne99@yahoo.com		Olympia	Washington	WA	98501	US	en		2025-08-19 17:28:21 ET

Marianne	Tompkins	marianned.tompkins@gmail.com	1004 73rd Ave NE	Olympia	Washington	WA	98506	US	en	This proposal is NOT for a mandatory retrofit at sale or lease, but a mandatory audit at the time of sale. This means the buyer of the new property would receive a full energy-retrofit disclosure and cost estimate BEFORE they make an offer on a house. They would know what the are buying. That will NOT achieve our net-zero goal, or even get us close, because a minority of buyers will do all the measures identified. So it won't save the planet, and generations behind us will suffer immense harm because of our cowardice to do the right thing. But at least potential buyers will know what they are buying.	2025-08-19 17:53:15 ET
Randy	Tompkins	sumpumpkin@gmail.com	1605 Lebanon street SE	Lacey	Washington	WA	98503	US	en	I want the TCMP implemented now. I support a home energy audit at the point of sale for a home. This will improve the energy efficiency of the overall housing stock in Thurston County if implemented. This will apply to rental houses, thereby reducing the heating bills of tenants. Thanks!	2025-08-19 17:59:22 ET
Barbara	Scavezze	barb@scavezze.com					98702	US	en		2025-08-20 11:35:57 ET
Lynn	FitzHugh	lynn@fitz-hugh.org	1716 11th Ave SE	Olympia	Washington	WA	98501	US	en	I worked hard to get this effort off the ground in 2022 while working for TCAT and it got stalled out. It is an easy fix, low hanging fruit and it is way past overdue to get this passed.	2025-08-20 13:17:16 ET
Clarissa	Felling	cfelling635@hotmail.com		Lacey	Washington	WA	98503	US	en		2025-08-20 14:43:28 ET
Janet	Nazy	janet@thurstonclimateaction.org	PO Box 13324	Olympia	Washington	WA	98508	US	en	Today's weather just indicates the importance of getting a move on the Goals of the TCMP! Please do everything you can to bring Climate Action to Thurston County!	2025-08-22 17:03:19 ET
Rebecca	Canright	rebeccagroovypeace@gmail.com		Rockport	Washington	WA	98283	US	en	Greetings! I am a young person who cares about energy efficiency. The Home Energy Score Audit is a simple and effective way to help enact the climate mitigation plan. Please see the associated details.	2025-08-22 17:53:04 ET
Alaina	Moon	moon.alaina@gmail.com		Olympia	Washington	WA	98501	US	en		2025-08-22 18:01:19 ET
Tim	Kerfoot	moonfly@aol.com		Yelm	Washington	WA	98597	US	en		2025-08-22 18:01:38 ET
matthew	landers	matthewlanders5@gmail.com		Olympia	Washington	WA	98501	US	en		2025-08-22 19:59:10 ET
Kimberly	Danke	dankefam@msn.com		Shelton	Washington	WA	98584	US	en		2025-08-22 20:07:22 ET
karen	ahnemann	kaz_ahnemann@yahoo.com		Olympia	Washington	WA	98502	US	en		2025-08-22 20:34:25 ET
JAMES	OBARR	jobarr6@gmail.com		Olympia	Washington	WA	98507	US	en		2025-08-22 23:17:46 ET
Jim	LAZAR	jim@jimlazar.com		Olympia	Washington	WA	98501	US	en		2025-08-22 23:45:02 ET
Randy	Henderson	hendersonrandy@comcast.net		Olympia	Washington	WA	98516	US	en		2025-08-22 23:59:46 ET
Stephani	Hemness	stephani.hemness@gmail.com		Olympia	Washington	WA	98512	US	en		2025-08-23 10:31:06 ET
Jean	Maust	demico@scattercreek.com		Tenino	Washington	WA	98589-965:	US	en	This work is critical for all our planet's inhabitants.	2025-08-23 13:05:42 ET
Maria	Ruth	mariaruthbooks@gmail.com		Olympia	Washington	WA	98501	US	en		2025-08-23 14:30:14 ET
Carrie	Ziegler	Artist@CarrieZiegler.com		Olympia	Washington	WA	98502	US	en	Dear Representatives, We don't have time to wait on implementing this plan. You must act now. Thank you, ~Carrie Ziegler	2025-08-25 14:00:57 ET
Nancy	Curtis	smojazz@earthlink.net	2102 Bush ave NW	Olympia, W	Washington	WA	98502	US	en	Climate change impacts are now impossible to ignore. An argument was advanced that it wasn't human-caused (I don't believe that). Regardless: I think humans have the power to mitigate it. Please take action--before it's to late.	2025-08-25 14:04:06 ET
Kristin	Blalack	gsravenhillkb@yahoo.com		Olympia	Washington	WA	98506	US	en		2025-08-26 13:48:51 ET
Phoebe	Cross	phoebecross@yahoo.com		Shelton	Washington	WA	98584	US	en		2025-08-28 14:01:50 ET
JoAnne	Kelly	kellynepal@gmail.com	4737 62nd LN SW	OLYMPIA	Washington	WA	98512-220:	US	en		2025-08-29 13:08:22 ET
Sam	Merrill	sammerrill3@comcast.net		Olympia	Washington	WA	98502-350:	US	en	Home energy audits would save energy and provide useful information to home buyers. The state legislature has been working on a bill the last couple of years, patterned on one from Oregon.	2025-08-31 19:40:54 ET
L.	Chase	lorjchase@gmail.com	1841 Trosper Rd Sw, #54	Tumwater	Washington	WA	98512	US	en	Buyer will find this info helpful, bur don't let the costs get out of hand.	2025-09-03 12:34:42 ET
Barb	Carey	barbmcarey2@gmail.com	2706 Hampton Ct SE	Olympia	Washington	WA	98501	US	en		2025-10-10 00:17:06 ET
Natasha	Hays	nthays1403@gmail.com		Olympia	Washington	WA	98502	US	en	Passing the Plan would help everyone who buys or rents a home in Tumwater. It is especially helpful for renters, who generally have less money than homebuyers.	2026-01-03 20:32:20 ET
Rachelle	Martin	President@tlmlabor.org		Olympia	Washington	WA	98512	US	en		2026-01-13 16:57:01 ET
Jessica	Goulet	4jgoulet@gmail.com		Buckley	Washington	WA	98321	US	en		2026-01-27 18:36:16 ET

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 1:38 PM
To: Carla Morgan
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Home Energy Score
Attachments: IMG_4993.jpeg

Thank you for submitting your comment, Carla. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us

Please note all correspondence is subject to public disclosure.

From: Carla Morgan <Cmorgan2895@outlook.com>
Sent: Monday, March 9, 2026 10:21 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject:

> You don't often get email from cmorgan2895@outlook.com. Learn why this is important

I am against this regarding selling houses.
Thank you
Carla Morgan

Get Outlook for iOS

10:14

Thurston County Realtors Association's post

Housing policy should be transparent, realistic, and implementable.

📣 Tell City Council: Don't repeat the same mistake!
citycouncil@ci.olympia.wa.us



56 16 13

Most relevant

Write a comment...

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 2:52 PM
To: Charity Slawter
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you, Charity, for submitting your comments. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Charity Slawter <charity@thelivewellgroup.com>
Sent: Friday, March 6, 2026 4:28 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from charity@thelivewellgroup.com. Learn why this is important

Dear Mayor and Councilmembers, I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance. In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers. A mandatory Home Energy Score requirement tied to the home listing process could create additional costs and complexity for homeowners and buyers at a time when many families are already struggling to enter or move within the housing market. While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility. Thank you for your time and for your continued service to our community.

Charity Slawter

REALTOR | MANAGING BROKER

360.268.8420
charity@thelivewellgroup.com
livewellhomegroup.com
@ thelivewellgroup

Live Well HOME GROUP | real

Real Broker LLC



Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:16 PM
To: Diana Lewis
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you for your comments, Diana. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Diana Lewis <diana.lewis@americanhomeexperts.com>
Sent: Friday, March 6, 2026 8:19 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

You don't often get email from diana.lewis@americanhomeexperts.com. Learn why this is important

Dear Mayor and Council Members,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

A mandatory Home Energy Score requirement tied to the home listing process could create additional costs and complexity for homeowners and buyers at a time

when many families are already struggling to enter or move within the housing market.

While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Make it a Great Day!

Diana Lewis
American Home Experts
diana.lewis@exprealty.com
360-878-4272 | License #: 139520
https://linktr.ee/dianalewis

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:22 PM
To: Denise Steigers
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you for your comments, Denise. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Denise Steigers <denisesteigers@olympicsir.com>
Sent: Friday, March 6, 2026 8:14 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from denisesteigers@olympicsir.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

A mandatory Home Energy Score requirement tied to the home listing process could create additional costs and complexity for homeowners and buyers at a time when many families are already struggling to enter or move within the housing market.

While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both

environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Denise Steigers
Real Estate Broker
Olympic Sotheby's International Realty

360.451.3549
denisesteigers@olympicsir.com
denisesteigers.sothebysrealty.com
1722 Harrison Avenue Northwest
Olympia, Washington 98502
Facebook
Sent from my T-Mobile 5G Device
Get Outlook for Android

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 2:57 PM
To: Gail Smith
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you for your comments, Gail. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us

Please note all correspondence is subject to public disclosure.

From: Gail Smith <gailsmith@place.com>
Sent: Friday, March 6, 2026 3:26 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from gailsmith@place.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

A mandatory Home Energy Score requirement tied to the home listing process could create additional costs and complexity for homeowners and buyers at a time when many families are already struggling to enter or move within the housing market.

While energy efficiency is an important goal, I encourage the City to pause this proposal and continue

working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Gail Smith

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:05 PM
To: Joseph Newnam
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you, Joe, for sharing your comments. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Joseph Newnam <jnewnam@kw.com>
Sent: Friday, March 6, 2026 11:19 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

[You don't often get email from jnewnam@kw.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Joe Newnam, Broker
KW South Sound Realty
(509)808-6281
www.homesofoceanshores.com

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:24 PM
To: Jenn Powell Real Estate
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you for your comments, Jenn. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Jenn Powell Real Estate <jennpowellrealestate@gmail.com>
Sent: Friday, March 6, 2026 7:58 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from jennpowellrealestate@gmail.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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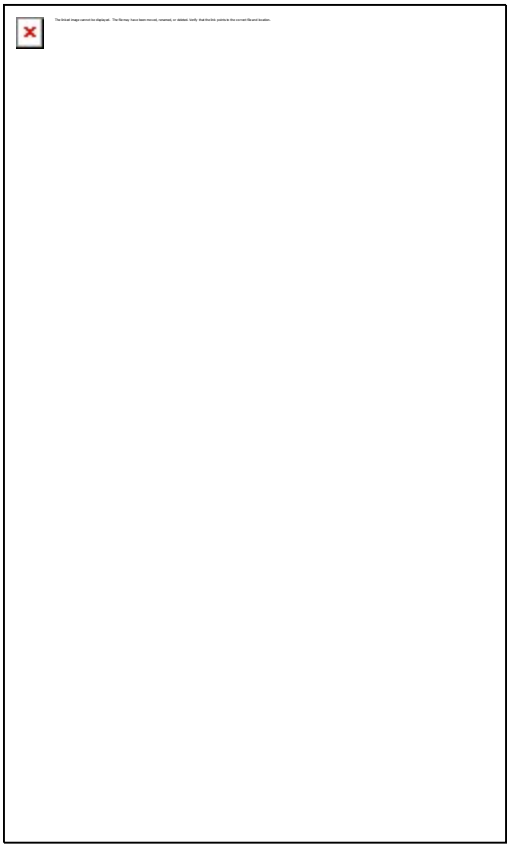
environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Best Regards,

Jenn Powell

Jenn Powell



Real Estate Brokerage in Washington:
https://app.leg.wa.gov/rcw/default.aspx?cite=18.86.120

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Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:15 PM
To: Matthew Plummer @ MVP
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you for your comments, Matthew. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us

Please note all correspondence is subject to public disclosure.

From: Matthew Plummer @ MVP <Matthew@mvprealtygroup.com>
Sent: Friday, March 6, 2026 8:25 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from matthew@mvprealtygroup.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both

environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Blessings,

Matthew Plummer
CEO / Designated Broker Lic# 23345
Book time to talk with me

360.339.8548 | Direct
360.915.9123 | Support Team



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MVP Realty Group
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Olympia, WA 98501
www.MVPRealtyGroup.com

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Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 1:25 PM
To: MARY ROBERTS
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Energy codes and homes

Thank you for sending your comments, Mary. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: MARY ROBERTS <mroberts0529@comcast.net>
Sent: Monday, March 9, 2026 8:23 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Energy codes and homes

> You don't often get email from mroberts0529@comcast.net. Learn why this is important

City Council,
Washington state has a temperate climate with no extreme temperatures throughout the year. By creating unaffordable energy policies that are not needed, and then crying that we don't have affordable housing, you are creating air tight houses that develop mold, which causes the homeowner even more money to fix those problems.
Please do your homework before making policy… either you want affordable housing for people, or you don't??
I have live in Thurston County all my life, built houses, taught school, became a mold inspector… and I am moving out. Your policies do not make any common sense.
Again, please decide if you want affordable housing, or not?
Mary Roberts
360-339-3737

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:01 PM
To: Sherry@cohomesandland.com
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you for your comments, Sherry. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Sherry Anderson <sherry.dot@gmail.com>
Sent: Friday, March 6, 2026 3:13 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from sherry.dot@gmail.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

A mandatory Home Energy Score requirement tied to the home listing process could create additional costs and complexity for homeowners and buyers at a time when many families are already struggling to enter or move within the housing market.

While energy efficiency is an important goal, I encourage the City to pause this proposal and continue

working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Sherry Anderson, Realtor/Broker
John L. Scott Real Estate
Lacey, Washington
719-339-3745

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:07 PM
To: Steve Chung
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Thank you, Steve, for your comments. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us

Please note all correspondence is subject to public disclosure.

From: Steve Chung <SteveChung@johnlscott.com>
Sent: Friday, March 6, 2026 10:52 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from stevechung@johnlscott.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both

environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Sincerely,

Steve Chung
John L. Scott Talent Real Estate
Designated Broker I Sales Instructor
(360) 456-SOLD (7653)
www.stevechung.johnlscott.com
stevechung@johnlscott.com
8825 Tallon Lane NE Suite #B
Lacey WA 98516

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Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:09 PM
To: Tammy Adams
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Thurston County Energy Score

Thank you for your comments, Tammy. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Tammy Adams <Tammy@virgiladamsre.com>
Sent: Friday, March 6, 2026 10:54 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Fw: Thurston County Energy Score

Council members,
I truly do not understand why you think this is "helping" anyone in anyway?!
As, hopefully, most of you understand the home purchasing process, most people have a home inspection done. When that occurs the mechanics, age of home, roof, windows, crawl ,attic, electrical, hot water tank(s) and everything in and out of the home is FULLY gone over and discussed. There is absolutely no reason for sellers/buyers to take on yet ONE more fee in a transaction. You are taking affordability away one more regulation, permit chaos, ordinance at a time.

Please stop & think about what you are doing. The people that this hurts most are the people on fixed income, seniors, & lower income. While, yes, we all want happy environmentally friendly homes, the ones that can afford it are the people with a very comfortable income. Please stop adding barriers to howe ownership. We live in an area that is military strong and as you are well aware the turnover rate for them is quite high. There is not much equity even for them when they move to being stationed elsewhere.

What are you trying to accomplish?

Tammy Adams
The Third Generation
360-584-2736 tammy@virgiladamsre.com



Pamela Braff

From: CityCouncil
Sent: Wednesday, March 11, 2026 10:11 AM
To: kelly ecklund
Cc: Pamela Braff; Tim Smith
Subject: Re: Pause the Home Energy Score Ordiannce

Good morning, Kelly. Thank you for your comments. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: kelly ecklund <kelly@ecklundproperties.com>
Sent: Wednesday, March 11, 2026 8:46 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from kelly@ecklundproperties.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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While energy efficiency is an important goal, I encourage the City to pause this proposal and continue

working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Sincerely,
Kelly Ecklund

Pamela Braff

From: CityCouncil
Sent: Thursday, March 12, 2026 12:59 PM
To: AnyaMyer@remax.net
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Follow Up Flag: Follow up
Flag Status: Completed

Thank you for your email, Anya. I will forward your comments to all City Councilmembers and appropriate staff.

Best,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Anya Myer, REALTOR <AnyaMyer@remax.net>
Sent: Wednesday, March 11, 2026 2:31 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from anyamyer@remax.net. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Sincerely,



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Pamela Braff

From: CityCouncil
Sent: Thursday, March 12, 2026 2:08 PM
To: Carolyn Sanchez
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Home Energy Score

Follow Up Flag: Follow up
Flag Status: Completed

Thank you for your email, Carolyn. I will forward your comments to all City Councilmembers and appropriate staff.

Sincerely,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Carolyn Sanchez <simplycarolyn@comcast.net>
Sent: Thursday, March 12, 2026 1:22 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Home Energy Score

[You don't often get email from simplycarolyn@comcast.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I want to express my adamant opposition to requiring a home energy score in Olympia. Please stay out of peoples private property rights! I'm a lifelong resident and this is an awful idea. Please respect private property owners rights. If someone is buying a home, that's why they have an inspection. They can also ask for an energy score on their own. This should have nothing to do with selling my private property! Please do not vote yes for this.

Carolyn Sanchez
Sent from my iPhone

Pamela Braff

From: CityCouncil
Sent: Thursday, March 12, 2026 2:06 PM
To: Esther Grace Kronenberg
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Home energy audit

Follow Up Flag: Follow up
Flag Status: Completed

Thank you, Esther and Warren, for your email. I will forward your comments to all City Councilmembers and appropriate staff.

Respectfully,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Esther Grace Kronenberg <wekrone@gmail.com>
Sent: Thursday, March 12, 2026 1:29 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Home energy audit

Hello,
I think the Council should adopt the home energy audit at point of sale.
It will help new homeowners make any retrofits that will save them money for energy costs and will also align with the City's climate change goals.

I would prefer to see a more rigorous policy that would require some energy upgrades, but at the least, the City should adopt this sensible policy.

Thank you for considering our comments.

Esther and Warren Kronenberg
Olympia WA

Pamela Braff

From: Melissa McKee
Sent: Tuesday, March 10, 2026 3:05 PM
To: Joseph Newnam
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Follow Up Flag: Follow up
Flag Status: Completed

Thank you, Joe, for sharing your comments. I will forward to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Joseph Newnam <jnewnam@kw.com>
Sent: Friday, March 6, 2026 11:19 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

[You don't often get email from jnewnam@kw.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully evaluated for its impact on buyers and sellers.

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Thank you for your time and for your continued service to our community.

Joe Newnam, Broker
KW South Sound Realty
(509)808-6281
www.homesofoceanshores.com

Pamela Braff

From: CityCouncil
Sent: Thursday, March 12, 2026 2:04 PM
To: Ryan Burton
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Energy Score Disclosure Policy

Follow Up Flag: Follow up
Flag Status: Completed

Thank you for your email, Ryan. I will forward your comments to all City Councilmembers and appropriate staff.

Respectfully,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Ryan Burton <r_p_burton@yahoo.com>
Sent: Thursday, March 12, 2026 1:35 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Energy Score Disclosure Policy

> You don't often get email from r_p_burton@yahoo.com. Learn why this is important

Please do not consider adopting this rule. Consumers do not need more government intervention, period.

Do less with your power - please!

Ryan Burton
2736 Pamela Ln NE
Olympia, WA 98506
757-748-7271

Pamela Braff

From: CityCouncil
Sent: Friday, March 13, 2026 8:39 AM
To: Gregory Moe
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: HES

Follow Up Flag: Follow up
Flag Status: Flagged

Hello, Moe. Thank you for your email. I will forward your comments to all City Councilmembers and appropriate staff.

Take care,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Gregory Moe <moe@windermere.com>
Sent: Thursday, March 12, 2026 2:39 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: HES

> You don't often get email from moe@windermere.com. Learn why this is important

This proposal is fraught with problems. First, and foremost, no one runs their home the same. Some like it hot, some cold. Some a lot of lights, some none. Some households have a lot of teenagers who may like to take long showers with a lot of hot water, some short showers, cooler water. This also doesn't take into account the age of the house.

You get my drift.

Thurston County has decided to delay implementation until more research, both practical and legal, is done.

Bad idea.

I've been practicing real estate for 26 years. Buyers are certainly welcome to do their due diligence during the home purchase process. Most of them do.

Additionally, folks are getting tired of government intrusion in their lives, no matter how it is 'couched'. The City of Olympia is really practiced at that.

Bad Idea.

Respectfully,

Gregory Moe, Broker - REALTOR
Windermere Real Estate/Olympia
2312 Pacific Ave
Olympia, WA 98501
360-556-1513, Direct
360-943-5625, Fax
moe@windermere.com
www.GregoryMoe.com
https://www.linkedin.com/in/gregorymoe

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Pamela Braff

From: CityCouncil
Sent: Friday, March 13, 2026 8:41 AM
To: Geoffrey Mueller
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Home Energy Score

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you for your email, Geoffrey. I will forward your comments to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Geoffrey Mueller <geolorm1944@gmail.com>
Sent: Thursday, March 12, 2026 2:18 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Home Energy Score

> You don't often get email from geolorm1944@gmail.com. Learn why this is important

I do not believe it should be mandatory. If the buyer wants the information, he can request the seller to provide a home energy score, or he can ask to have one done on his own, similar to what is done for a home inspection report.
Geoffrey Mueller

Pamela Braff

From: CityCouncil
Sent: Friday, March 13, 2026 8:35 AM
To: laurel.lodge@comcast.net
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: I support council approval of the Home Energy Score policy

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you for your email, Loretta. I will forward your comment to all City Councilmembers and appropriate staff.

Take care,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: laurel.lodge@comcast.net <laurel.lodge@comcast.net>
Sent: Thursday, March 12, 2026 6:12 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: I support council approval of the Home Energy Score policy

City Council members,
I support the Home Energy Score policy and urge your approval at your March 24 meeting.
Loretta Seppanen
Olympia resident

DICKSON FROHLICH PHILLIPS BURGESS PLLC

HEATHER L. BURGESS | PARTNER | HBURGESS@DFPBLAW.COM
JONATHAN WHITTINGTON | LEGAL ASSISTANT | JWHITTINGTON@DFPBLAW.COM

March 16, 2026

Sent via email

Mayor Dontae Payne
Yen Huynh, Mayor Pro-Tem
Councilwoman Dani Madrone
Councilman Clark Gilman
Councilwoman Kelly Green
Councilman Robert Vanderpool
Councilman Paul Berendt
601 4th Ave E
Olympia, WA 98507-1967
citycouncil@ci.olympia.wa.us

RE: Comment on Proposed Home Energy Score Assessment and Disclosure

Dear Mayor Payne, Mayor Pro-Tem Huynh, and City of Olympia Councilmembers,

This firm represents the Thurston County REALTORS Association (the "Association") regarding the City of Olympia's (the "City") proposed adoption of a Home Energy Score program requiring a Residential Energy Performance Rating and Disclosure in conjunction with residential real estate listings and sales.

Although the Association understands the City's intent behind the proposal is to improve residential energy efficiency and mitigate climate change impacts associated with the built environment, adopting the first mandatory residential energy performance disclosure program in the state will have no discernable impact on the pace of global climate change. However, it will add to the already high cost of housing, place the City's real estate market at competitive disadvantage, reduce sales, and burden property owners. In addition to these competing policy considerations, the proposed amendments raise legal concerns which the City should consider, as outlined below.

I. Uncertainty and Risk of Relying on "Police Powers" Exception

First, the proposal puts at risk the City's authority to flexibly utilize certain real estate excise tax ("REET") revenues under chapter 82.46 RCW. Under RCW 82.46.035, cities are authorized to impose an additional local excise tax on the sale of real property to fund local capital projects, including roadways, water and sewer systems, parks, airports, and affordable housing projects. Additionally, under RCW 82.46.037, the greater of $100,000 or 35% of the REET funds may be used to maintain, operate, and support existing capital projects.

Use of these funds for existing capital projects, however, is barred if a city has enacted *any* requirement on the listing or sale of real property. RCW 82.46.037(2)(a). As drafted, the ordinance establishes a local prerequisite to listing residential property. Therefore, if the City proceeds, it will lose its ability to utilize REET revenues for existing capital projects.

In responses to the Association's prior comments on the proposed ordinance, City staff assert that there is an exception to the REET fund usage under RCW 82.46.037(2)(b), because the ordinance is "specifically authorized" by local governments' general police powers under RCW 35A.11.020. Respectfully, we believe that conclusion is incorrect. The term "specifically authorized" in RCW 82.46.037(2)(b) identifies that the exception applies only where a statute affirmatively authorizes a particular type of regulation, rather than a broad grant of undefined police powers.

The specificity required under RCW 82.46.037(2)(b) is apparent from the exceptions it lists explicitly. For instance, the provision references specific regulations concerning real property, including nuisance abatement (chapter 7.48 RCW), state building code (chapter 19.27 RCW), and regulation of unfit dwellings (RCW 35.80.030). Each of the exception provisions grants explicit and limited authority, in contradiction to local jurisdictions' generalized police powers. If the exception applied pursuant to any exercise of police power, it would encompass any exercise of authority and lose all meaning, contrary to basic principles of interpretation: courts "must construe statutes to give effect to all of the language and to render no portion meaningless or superfluous." *AOL, LLC v. Washington State Dep't of Revenue*, 149 Wn. App. 533, 542 (2009).

Because the proposed ordinance regulates the conditions under which residential property may be listed for sale, the ordinance constitutes a requirement on the listing of real property under RCW 82.46.037, and therefore bars the City from utilizing REET revenues to fund needed capital projects. The City should decline to adopt the proposed amendments on the basis of that risk alone, particularly given the ongoing structural shortfalls in the City's budget.

II. There are No Licensed Assessors to Allow Compliance with the Proposal

The proposal presents a significant practical barrier to implementation, as there are no licensed assessors to meet the requirements of the proposal.

Per Sections 2 and 4 of the draft ordinance, the required home energy performance report must be prepared by a "registered home energy score assessor." Such assessors must maintain a valid certification with the U.S. Department of Energy and be registered with the City. The proposal leaves the City's registration requirements undefined, to be established later by the Director of Community Development.

According to the Thurston Climate Mitigation Collaborative's ("TCMC") review memo, there is only one entity in the State that could provide assessments, Puget Sound Energy ("PSE"). However, PSE does not currently operate a home energy assessment program, nor are they registered with the City. Further, there is no guarantee that PSE can or will adequately fill this role. Thus, at present there are no licensed assessors to fulfill the proposal's requirements. Even if PSE is agreeable to stepping in, TCMC conservatively estimates that up to eight full-time

assessors will be necessary to meet the demand within the County, a large percentage of which will occur within the City.

City staff responses to the Association's earlier comments on this issue assert that there will be a one-year implementation delay "to allow sufficient time for workforce development." However, the draft published with the February 20, 2026 Land Use and Environment Committee materials provide an effective date of May 1, 2026, with no mention of delay. If that is the case, there would only be a six-week window for prospective assessors to obtain federal certification and complete the City's yet-to-be-defined registration process. This creates a substantial risk of significant harm due to delay and increased costs in residential transactions. If the City Council chooses to adopt the ordinance, it must also ensure that the final version delays the effective date by at least one year.

III. No Clear Mechanism for Oversight and Enforceability

Even if sufficient assessors become available to allow compliance with the proposal, the ordinance raises additional concerns regarding oversight and enforceability.

City staff have responded to prior Association comments regarding a lack of oversight or enforceability by stating that the Northwest Multiple Listing Service ("NWMLS") will require a home energy disclosure form, capturing approximately 95% of the market, and thereby ensuring compliance with the bulk of listings. This response reflects a fundamental misunderstanding of NWMLS's role and highlights a significant gap in the proposal's enforcement framework.

In fact, NWMLS does not play a role in oversight or enforcement. Instead, NWMLS merely facilitates broker compliance with required disclosures by providing forms that brokers may voluntarily include in their listings. Therefore, in order to ensure compliance with the proposed disclosure requirements, the City will have to manually police NWMLS listings based on complaints and periodic review, just like non-NWMLS listings.

Without any statutory method within the proposal to oversee listings and thereby enforce compliance, the City is sure to be overwhelmed by manual policing efforts on a scale not contemplated by the TCMC. The City should not adopt regulatory requirements carrying civil and criminal penalties without a clear and workable mechanism for oversight and enforcement.

IV. The City of Olympia Should Wait for Adoption of a Statewide Program

The City should also consider whether a residential energy disclosure program is more appropriately implemented through a uniform statewide framework.

Recent proposed state legislation, HB 1015, would have granted cities and counties specific authority to voluntarily implement a top-down state program requiring a home energy performance report and disclosure prior to public listing of residential properties, subject to certain requirements. While HB 1015 failed to pass – most recently just this session – the specific authorization it contemplated would have allowed cities and counties to opt in to residential energy efficiency and disclosure in conjunction with property sales using a Commerce-developed standard

form. Such a statewide, voluntary approach is preferred to the type of mandatory stand-alone program being considered in Thurston County as part of the TCMC.

It is also notable that the materials published to date by the TCMC do not reflect any analysis of the local financial impacts which would likely result from adopting any such program. Such analysis would have been required – together with mitigation for those impacts – by HB 1015. Indeed, the Home Energy Score Model Ordinance Policy Review (2024) includes just three paragraphs in 33 pages addressing impacts on home sales, based on data from Austin, Texas and Portland, Oregon. However, even that limited outside data shows that adoption this type of program directly influences sales prices of homes – driving them up for buyers seeking energy efficiency, and down for sellers of older homes:

> **Impacts on Home Sales and Loan Delinquency**
>
> Researchers studying the Energy Conservation and Audit and Disclosure ordinance in Austin, Texas, which has been in place for more than 10 years, found that mandatory disclosure created a premium for energy-efficient homes by daylighting the value of these attributes and lead to higher participation in energy efficiency programs (Portland, 2020). Researchers have found that a one-point increase in HES was associated with a 0.5% increase in sale price, and likewise higher estimated annual energy bills were associated with a decrease in sales price (Pigman, Season, Wallace, et al., 2023).
>
> A study of Portland, OR's program between 2018 and 2021 found that buyers are willing to pay more for energy efficiency when purchasing a home and that buyers are willing to pay more for energy efficiency when the assessment is published in real estate listings (Breshears, 2022).

The City should not adopt an ordinance which is likely to directly influence the sale prices of individual homes in the private market in a manner entirely unique in the State, with resulting harm to Olympia residential buyers and sellers alike.

If the City wishes to pursue this climate-based initiative, the more prudent course is for the City to defer action on a home energy score and disclosure requirement until the Legislature adopts a state-wide requirement, or, failing that, to modify any proposal to make it a voluntary program in which individual home sellers can choose to participate. Short of that, the proposal's effective date should be delayed at least one year to allow sufficient time for licensed assessors to become available and for the City to develop adequate oversight and enforcement mechanisms. We are providing similar comments on behalf of the Association to Thurston County as well as the Cities of Lacey and Tumwater, understanding that this was developed as a regional program.

Thank you for the opportunity to provide public comment.

DICKSON FROHLICH PHILLIPS BURGESS PLLC



HEATHER L. BURGESS
PARTNER

HLB/JW

Cc:
Tim Smith, AICP | Director, Community Planning and Development
(tsmith@ci.olympia.wa.us)
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(jmachado@ci.olympia.wa.us)
Mark Barber, City Attorney
(mbarber@ci.olympia.wa.us)

Pamela Braff

From: CityCouncil
Sent: Tuesday, March 17, 2026 10:13 AM
To: Jeffrey Clark
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Stop HES

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Deadline

Good morning, Jeffrey.

Thank you for your comments. I will forward them to all City Councilmembers and appropriate staff.

Respectfully,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Jeffrey Clark <clarkjeffrey61@gmail.com>
Sent: Monday, March 16, 2026 11:20 AM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Stop HES

> You don't often get email from clarkjeffrey61@gmail.com. Learn why this is important

City Counsel Members, please stop the HES. Taxes in Olympia are beyond ridiculous. Adding more to homeowners whether they are buyers or sellers. My property taxes have doubled in the past ten years. I believe the housing market is not true and accurate when people bought properties well over market value especially during COVID and I am being penalized based on comps in the area. The HES is beyond ridiculous when there is not an adequate staffing. Please stop the HES! Respectfully, Concerned Citizen

Pamela Braff

From: CityCouncil
Sent: Tuesday, March 17, 2026 9:50 AM
To: Jenn Chernut
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Public Comment on Proposed Home Energy Score
Attachments: Public Comment 3.17.26 Olympia.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Deadline

Good morning, Jenn. Thank you for your comments. I will forward them to all City Councilmembers and appropriate staff.

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Jenn Chernut <exec@thurstoncountyrealtors.org>
Sent: Monday, March 16, 2026 4:46 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Public Comment on Proposed Home Energy Score

> You don't often get email from exec@thurstoncountyrealtors.org. Learn why this is important

Good afternoon,

Attached, please find public comment for the proposed Home Energy Score,

Thank you,

Jennifer Chernut MA AHWD C2EX
Executive Officer

Thurston County REALTORS® Association
510 Franz Anderson Rd SE
Olympia, WA 98501
Office: 360.491.3910



March 17, 206

Public Comment – Proposed Home Energy Score Ordinance

Mayor Payne, Olympia City Councilmembers

Thank you for the continued discussion regarding the proposed Home Energy Score (HES) ordinance. The Thurston County REALTORS® Association appreciates the time and effort the City has invested in addressing climate goals and housing sustainability.

As the professionals who guide buyers and sellers through thousands of real estate transactions in Thurston County each year, REALTORS® see firsthand how housing policies interact with real-world market conditions. Our goal is not to stop progress, but to ensure that any policy adopted is clear, practical, and workable for both consumers and the housing market.

After reviewing the proposed policy, we must reiterate that TCRA opposes the ordinance in its current form. However, REALTORS® also recognize the potential value of a voluntary Home Energy Score model that supports consumer awareness while avoiding unintended consequences for housing transactions.

We believe the ordinance still contains several significant implementation questions and technical issues that warrant additional discussion. For that reason, **we respectfully request that the City extend the pause on consideration of the ordinance and convene a collaborative work session involving elected officials, City staff, and a small group of experienced REALTOR® practitioners familiar with the HES discussion.**

Such a work session would allow us to address several practical issues that could substantially improve the policy, including:

- Ensuring the ordinance uses accurate and consistent real estate industry terminology.
- Clarifying how compliance would be handled within the transaction process if adopted.
- Avoiding the use of NWMLS as an enforcement body, as MLS systems are not designed to serve as regulatory compliance mechanisms.
- Exploring whether it would be better to have the Buyer initiate the request, or perform the HES assessment themselves, during the real estate transaction rather than at the

time of listing. This may better accommodate changing market conditions and reduce impediments or transaction disruption.
• Discussing TCRA's proposed alternative energy score options that support consumer choice and transparency while still advancing the City's climate objectives.

Policies that intersect with housing markets require careful coordination with industry practitioners to avoid unintended consequences and implementation challenges. Taking additional time now will help ensure the City adopts a policy that is clear, practical, and workable in real estate transactions.

REALTORS® are committed to being constructive partners in these discussions. Through collaboration, we believe it is possible to develop an approach that supports the City's goals while also protecting the stability and accessibility of the housing market.

Thank you for your consideration.

Dawn Baker

President

Thurston County REALTORS® Association

Pamela Braff

From: CityCouncil
Sent: Tuesday, March 17, 2026 2:20 PM
To: Marti Baker @ MVP
Cc: Councilmembers; Tim Smith; Pamela Braff
Subject: Re: Pause the Home Energy Score Ordiannce

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Deadline

Good afternoon, Marti. Thank you for your email. I will forward your comments to all City Councilmembers and appropriate staff.

Respectfully,

Melissa McKee (she/her/hers)
Assistant to Olympia City Council
Phone: 360.753.8443 | Cell: 360.972.5504
Email: mmckee@ci.olympia.wa.us



Please note all correspondence is subject to public disclosure.

From: Marti Baker @ MVP <marti@mvprealtygroup.com>
Sent: Tuesday, March 17, 2026 1:27 PM
To: CityCouncil <citycouncil@ci.olympia.wa.us>
Subject: Pause the Home Energy Score Ordiannce

> You don't often get email from marti@mvprealtygroup.com. Learn why this is important

Dear Mayor and Councilmembers,

I am writing as a member of the local housing community to respectfully ask that Olympia pause the proposed Home Energy Score (HES) ordinance.

In 2024, Olympia declared a housing emergency due to the affordability challenges facing residents in our community. Because of this, it is especially important that any new policy tied to housing be carefully

evaluated for its impact on buyers and sellers.

A mandatory Home Energy Score requirement tied to the home listing process could create additional costs and complexity for homeowners and buyers at a time when many families are already struggling to enter or move within the housing market.

While energy efficiency is an important goal, I encourage the City to pause this proposal and continue working with housing professionals and community stakeholders to develop solutions that support both environmental objectives and housing accessibility.

Thank you for your time and for your continued service to our community.

Many thanks,



Marti Baker

Real Estate Broker
Lic #24014333
— MVP —
REALTY GROUP
1219 11th Ave SE
Olympia, WA 98501
O: (360) 915-9123
C: (360) 529-3854
Marti@MVPRealtyGroup.com
www.MVPRealtyGroup.com
GET TO KNOW MARTI

Oh, by the way... If you happen to know of someone who would appreciate the level of service we provide, please give us a call with their name and number. We'll follow through and take exceptional care of them. Thank you!

Legal Disclaimer: Real Estate Brokers are not licensed to practice law and cannot give legal advice. None of the information contained in this email should be construed as legal or financial advice. You are advised to seek independent legal or financial counsel concerning the topics of this email, any Purchase and Sale Agreement and/or the specific terms and provision of any Note, Deed of Trust, Real Estate Contract, or any other contract.
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MEMORANDUM

TO: Thurston Climate Mitigation Collaborative Community Advisory Workgroup

FROM: Thurston Climate Mitigation Collaborative Staff Team:

Linsey Fields, City of Lacey
Pamela Braff, City of Olympia
Alyssa Jones Wood, City of Tumwater
Rebecca Harvey, Thurston County

DATE: June 20, 2024

SUBJECT: Home Energy Assessment (HES) Model Ordinance Policy Review, Version 2

Actions Taken

At the May 7, 2024 and June 4, 2024 Community Advisory Workgroup (CAW) meetings, the CAW members reviewed an earlier version of this memorandum. By the end of the June meeting, the CAW had reached consensus with all Staff Team recommendations included in this memorandum.

Following those CAW meetings, and utilizing better and more recent data, this memorandum has been updated.

Home Energy Assessment (HES) Model Ordinance Policy Review and Recommendations

A review of policy considerations for a residential home energy assessment and disclosure policy to support the implementation of the Thurston Climate Mitigation Plan and 2024 Thurston Climate Mitigation Collaborative Regional Initiative.

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1. BACKGROUND

Purpose

Energy use in residential buildings accounts for 32 percent of inventoried greenhouse gas emissions in the Thurston region (TRPC, 2022). While recent updates to the Washington State Building code significantly increase energy performance requirements for new residential development, these requirements do not address existing homes, many of which were built to less efficient standards. More than 50% of the homes in Thurston County were built before 1990, with nearly 20% built at least 50 years ago (U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates). The large proportion of older homes in the region suggests that many would benefit from energy- and cost-saving retrofits. Additionally, more than two-thirds of the housing units that will exist in 2050 already exist today, so retrofitting existing homes to improve energy efficiency is a key strategy to meet regional climate mitigation goals (TRPC, 2020).

One of the barriers to improving the energy efficiency of existing housing units is lack of homeowner awareness and information on the energy performance of their properties. Without this information, it is challenging for consumers to prioritize energy efficiency in home purchasing and improvement decisions. To address this challenge, several cities and states have developed residential home energy assessment and disclosure policies/programs. These policies and supporting programs provide homebuyers and occupants with an assessment of home energy performance, expected energy costs, and recommendations for cost-effective improvements to reduce energy use and cost.

A home energy assessment and disclosure program provides homeowners and homebuyers with an assessment of home energy performance, expected energy costs, and cost-effective improvements to reduce energy use and costs. Similar to vehicle mile-per-gallon ratings and home appliance energy guide labels, the home energy label provides a consistent metric to easily compare the energy efficiency of multiple homes. Homeowners and homebuyers can use this information to estimate energy use and costs and identify energy efficiency upgrades to make their homes more comfortable and affordable. By making energy costs transparent to consumers, these types of home energy labeling programs also provide a mechanism for the real estate market to value both energy performance and home energy improvements that reduce the total cost of home ownership.

Long-standing home energy assessment policies have shown that mandatory disclosure successfully encourages investments in energy efficiency and that the policy increases investments made by both sellers and homebuyers (Myers, Puller, & West, 2019). These existing programs and policies provide a valuable foundation for designing and implementing a local disclosure policy in Thurston County (Table 1). The policy research and recommendations included within this report aim to build upon the success of existing programs through the U.S., to design an effective model ordinance for home energy assessments in Thurston County.

Table 1. Review of existing home energy score disclosure policies and programs in the United States.

City/State	Disclosure Policy	Energy Label Used	Notes
Fort Collins, CO (electric utility)	Voluntary	Epic Certificate	Provided by electric utility
State of Connecticut	Voluntary	HES	
State of Massachusetts	Voluntary	Home MPG	
State of Missouri	Voluntary	Home Energy Certification	
Columbia, MO (electric utility)	Voluntary	Efficiency Score	Provided by electric utility
State of Oregon	Voluntary	HES	
Association of Bay Area Governments (through BAYREN)	Voluntary	HES	Program is offered across 9 counties in the Bay Area
Eugene, OR	Voluntary	HES	
Berkeley, CA	Mandatory, Time of Listing	HES	Sellers may defer the assessment requirement to the buyer or complete an energy efficiency or electrification update for alternative compliance
Portland, OR	Mandatory, Time of Listing	HES	
Minneapolis, MN	Mandatory, Time of Listing	Energy Disclosure Report	Combines both energy and water consumption
Austin, TX	Mandatory, Time of Listing	Energy Disclosure Report	Program is offered through Austin Energy Utility
Chicago, IL	Mandatory, Time of Sale	Utility Bills	Program is available to homeowners and renters
Montgomery County, MD	Mandatory, Time of Sale	Utility Bills	
State of Kansas	Mandatory, Time of Sale	Energy Checklist	Only for new construction.
State of South Dakota	Mandatory, Time of Sale	Energy Checklist	Only for new construction.
Hillsboro, OR	Mandatory, Time of Listing	HES	
Milwaukie, OR	Mandatory, Time of Listing	HES	
Bend, OR	Mandatory, Time of Listing	HES	

Key Terms

Home Energy Score (HES): a rating of home energy efficiency developed by the U.S. Department of Energy (US DOE) that is based on physical inspection of the home or design documents used for the home's construction. The HES is an asset rating, which quantifies the energy efficiency of a building based on the home's physical assets rather than occupant behavior.

HES Assessor: a qualified professional who collects information about a home and then utilizes the US DOE Home Energy Score energy modeling software to estimate the annual energy use of the home based on standard methodology and operations as well as local weather patterns. The US DOE certifies Assessors utilizing existing credentials, a simulation, exam, and mentored scoring. Those who have completed the DOE certification are called referred to as a HES Certified Assessor.

Home Energy Performance Report: the report prepared by a Certified home energy Assessor using either the US DOE reporting template or a regionally created custom reporting template.

Policy Goals

By working together to design and propose a regional home energy assessment and disclosure policy for consideration by the Thurston Climate Mitigation Collaborative (TCMC) Jurisdiction Parties, the TCMC aims to achieve the following goals:

- Develop and adopt a regionally consistent policy for the assessment and disclosure of residential energy performance ratings and reports. Note: this initiative only includes the development of a model ordinance. The Jurisdiction Parties (Lacey, Olympia, Tumwater, and Thurston County) may individually consider adoption of the proposed policy in early 2025.
- Provide a framework for Thurston residents residing in single-family, duplexes, triplexes, courtyard apartments, and townhomes to learn about their home energy performance, expected energy costs, and cost-effective improvements to reduce energy consumption and the cost of home ownership/occupancy.
- Connect single-family, duplex, triplex, courtyard apartment, and townhome homeowners/occupants to existing and forthcoming resources, guidance, and incentives to simplify energy efficiency retrofits.
- Capitalize on the unprecedented federal and state funding available to make energy efficient home improvements.
- Support energy equity and housing affordability by providing subsidized home energy assessments and additional resources for low- and moderate-income homeowners.
- Increase implementation of home energy efficiency and electrification upgrades and retrofits.
- Develop a monitoring and reporting system to track implementation of home energy assessments and energy efficiency upgrades.
- Provide a mechanism for the real estate market to value both home energy performance and home energy improvements that reduce the cost of homeownership/occupancy.

It is important to acknowledge that no single policy or program can achieve all necessary reductions in residential energy use. The proposed home energy assessment and disclosure policy is one of many strategies that can assist with reducing energy use and greenhouse gas emissions from residential buildings.

2. POLICY CONCEPTS

Key considerations for the design of a home energy score policy include the type of information that is disclosed, the timing of disclosure, suitable use cases and exclusions, and any provisions for low-income subsidies. This section describes options and staff recommendations for these policy parameters. A summary of key policy concepts and recommended approaches is provided in Table 2, followed by a description of each policy option in the sections below.

Background and recommendations for the design of this policy were informed by resources from the "Home Energy Labeling Partnership" developed by Rocky Mountain Institute and Earth Advantage, the Urban Sustainability Directors Network, as well as conversations with staff from local governments (Portland, OR, Milwaukie, OR, Ann Arbor, MI, Beaverton, OR, Ashland, OR) and partner organizations (Earth Advantage, Washington State Housing Finance Commission) experienced in home energy labeling programs.

Table 2. Key policy concepts and recommendations for a Home Energy Score model ordinance.

Policy Concept	Recommendation
This section summarizes the staff recommendations for key policy concepts associated with a home energy assessment and disclosure policy.	
Regional Coordination	• To provide consistent standards across jurisdictions and ensure that energy performance information is easily comparable across the Thurston region, partner jurisdictions should prioritize the development of a regionally coordinated home energy score policy and program.
Assessment Type	• **Asset Ratings**: To provide consistent and objective energy performance information that can be easily compared across multiple homes, energy performance information should be disclosed in the form of asset ratings. • **DOE Home Energy Score (HES)**: To provide the most affordable and easily implemented energy assessment, home energy performance should be assessed using the US Department of Energy's Home Energy Score (HES).
Energy Performance Reports	• **Custom Energy Reports:** To maximize the potential for implementation of identified cost-effective improvements, the Thurston Region should design and standardize the use of a custom Energy Report (example Appendix C) that goes above and beyond the US DOE standard Energy Performance Report (Appendix B). Additional information that could be included on the Custom Energy Reports include the carbon footprint of the home, indoor air quality or resilience improvements, and information about local, state, and federal incentive programs to facilitate some of the cost-saving measures and/or electrification options. • **Energy Report Disclosure**: To provide prospective buyers with a high level of access to home energy and cost savings information, HES reports should be made widely available. HES reports should be disclosed through the

	multiple listing service (MLS)[1], included on real estate listings (printed advertisements, internet postings, and third-party listing services) via listing marketing remarks, and provided to real estate agents and prospective buyers as a supplement.
Trigger Event	• **Time of Listing**: To ensure prospective buyers can compare the energy efficiency of all homes and integrate energy efficiency upgrades within home financing, home energy information should be disclosed at the time of listing.
Compliance	• **Mandatory Disclosure**: To ensure widespread adoption of the home energy score, staff recommend adopting a mandatory disclosure policy, with a non-compliance penalty of $500 or greater. • **Non-Compliance Warning**: To ensure that all homes disclose a home energy score before being purchased by a new buyer, warning letters for non-compliant listings should be sent as soon as possible after listing. The frequency with which staff can provide warnings will depend on staff workload and capacity. • **Non-Compliance Timeline**: Given that the time to sell a house in Thurston County is between 35 and 47, the timeline to trigger non-compliance penalties should be no longer than 30 days of receiving a written warning.
Applicability and Exemptions Note: Assumes use of DOE Home Energy Score. Suitable use cases may vary for different energy assessment tools.	• **Suitable Housing Types**: To ensure energy performance information is widely available, the policy should be applied to all suitable existing homes. The current HES tool can be applied to the following housing types: detached single dwelling units and any attached single dwelling unit, where the unit extends from foundation to roof, such as row house, attached house, duplex, or townhouse. Housing types not suitable for the HES tool, including mobile homes, manufactured homes, or floating homes, and units in a stacked configuration should be exempt. • **New Construction**: To increase consumer awareness of energy performance and better allow comparison of multiple homes, staff recommend that newly constructed homes also be required to disclose a home energy score. • **Exemptions for Certified High-Efficiency Homes**: Homes already certified to a high-efficiency standard may be exempt[2]. These standards will need to be explicitly defined.

[1] The Staff Team received feedback from a CAW member with experience in real estate that the HES score should be added as a voluntary green field within the NWMLS. There should be a Yes/No checkbox to state if there is a HES score, the date in which the score was obtained, and an entry for the score. Additional access to the HES Performance Report could be requested by a buyer.

[2] What standards would be accepted still needs to be determined.

	• **Exemptions for Distressed Sales**: Certain distressed sale situations should be exempt from the energy disclosure policy. These exemptions will need to be explicitly defined. • **Low-Income Sellers**: Rather than exempting low-income households, jurisdictions should subsidize the cost of obtaining a home energy score for low-income sellers.
Low-Income Assistance	• To ensure energy performance assessments are not overly burdensome to low-income sellers, staff recommend contracting with a community partner, to provide free home energy assessments for income-qualified sellers (and/or identifying other mechanisms to prevent barriers for low-income households).
Effective Date	• The Staff Team recommends that the model ordinance include an effective date one calendar year from the date the ordinance is passed by any jurisdiction. A one-year delay would provide sufficient time for stakeholder outreach to inform community members of the upcoming requirement and ensure the availability of certified energy assessment providers.

Regional Coordination

Regional Coordination Options

A residential energy performance rating disclosure policy could be developed and adopted by individual jurisdictions or as a regionally coordinated policy across all partner jurisdictions.

- **Individual jurisdictions develop and adopt unique home energy score policies**. Individual jurisdictions may choose to develop their own energy score policy, with unique policy requirements, exceptions, and procedures, or opt out entirely. While this approach would allow jurisdictions to develop custom policies that best suit their individual needs or goals, the local housing market is not constrained to individual jurisdictions. Inconsistent policies and requirements would likely it would likely result in substantial confusion for local home buyers, sellers, realtors, and energy assessors.
- **All TCMC partners develop and adopt a consistent home energy score policy**. A unified approach would provide consistent requirements that are easy to understand, and ensure that energy performance information is widely available and easily comparable across jurisdictions. A large regional program would also support the development of a robust energy assessor market to provide the required home energy score assessment.

  Several regions have implemented regionally coordinated Home Energy Score disclosure programs. For example, the Bay Area Regional Energy Network (BayREN) has developed a voluntary HES program, which includes a $200 rebate. BayREN is a regional collaborative serving the nine counties across California's Bay Area. The BayREN collaborative is funded by utility ratepayer funds through the California Public Utilities Commission and is intended to fill service gaps for "hard to reach" customers that the investor-owned utility does not intend to reach or isn't currently reaching.

While not initially coordinated as a regional effort, Portland, OR and two of its suburbs (Hillsboro and Milwaukie) have all adopted similar HES policies. After the City of Portland's early success with HES, the neighboring City of Milwaukie adopted its own ordinance in January 2020. The City of Hillsboro adopted its own ordinance in 2021. The three jurisdictions all use HES as their standard rating system, use similar and in many cases identical Ordinance language, and subsidizes HES assessments for income qualified households through the same nonprofit community partner.

Staff Recommendation

- To provide consistent standards across jurisdictions and ensure that energy performance information is easily comparable across the Thurston region, partner jurisdictions should prioritize the development of a regionally coordinated home energy score policy and program.

Assessment Type

Energy Disclosure Options

Home energy performance can be evaluated and reported as operational data or asset ratings.

- **Operational data use the home's past utility bills as an indication of home energy use and costs**. Although operational data is often simple to provide and may be more familiar to consumers, it is heavily dependent on occupant behavior and therefore a poor predictor of future energy costs. Operational data also does not include recommendations for cost-effective energy improvements.
- **Asset ratings quantify the energy efficiency of a building based on the home's physical assets (e.g., size, envelope, and heating/cooling equipment).** Asset ratings are typically completed by professional energy assessors through on-site evaluations. This approach provides objective energy efficiency information that is independent of occupant behavior. An asset score allows prospective buyers and homeowners to compare the energy performance of multiple homes based on their assets, rather than how they are operated by current occupants. Asset ratings are generally considered to be a more effective representation of home energy performance but require developing a trained assessor workforce to ensure effective service delivery.

Asset Rating Tool Options

If home energy performance is disclosed in the form of asset ratings, a consistent rating tool must be selected. The two most common rating tools are the Home Energy Score (HES) and the Home Energy Rating System (HERS) Index.

- **Home Energy Score (HES)** is a nationally standardized home energy rating tool geared towards existing homes, administered by the US Department of Energy. HES assessments typically take 1 hour and cost about $150-$300 per assessment.
- **Home Energy Rating System (HERS**) is a nationally standardized home energy rating tool geared towards new homes, administered by the Residential Energy Services Network. HERS assessments typically take 2-4 hours and cost about $500-$1,000. While commonly used for new construction, the HERS system can be challenging and expensive to implement in older homes.

Table 3. Comparison of home energy assessment asset rating tools.

Asset Rating System	Time to Complete Assessment	Typical Cost	Type of Home	Administered by
HES	~ 1 hour	$150 - $300	Existing	US Department of Energy (DOE)
HERS	2 – 4 hours	$500 - $1,000	New Construction	Residential Energy Services Network (RESNET)

The HES system is the most commonly utilized asset rating for local government home energy assessment and disclosure policies in the United States (Table 1). Virtually all municipal-level, mandatory home energy disclosure programs that are carried out by local governments (as opposed to an energy utility) utilize HES. Two anomalies exist: Chicago and Minneapolis. Minneapolis, MN created a report that integrates water conservation with energy conservation. Chicago opted to disclose operational data (energy bills) as opposed to an asset rating. Most voluntary programs at the municipal level also utilized HES. For more details about what elements are considered in an HES assessment[3], please see Figure 1.

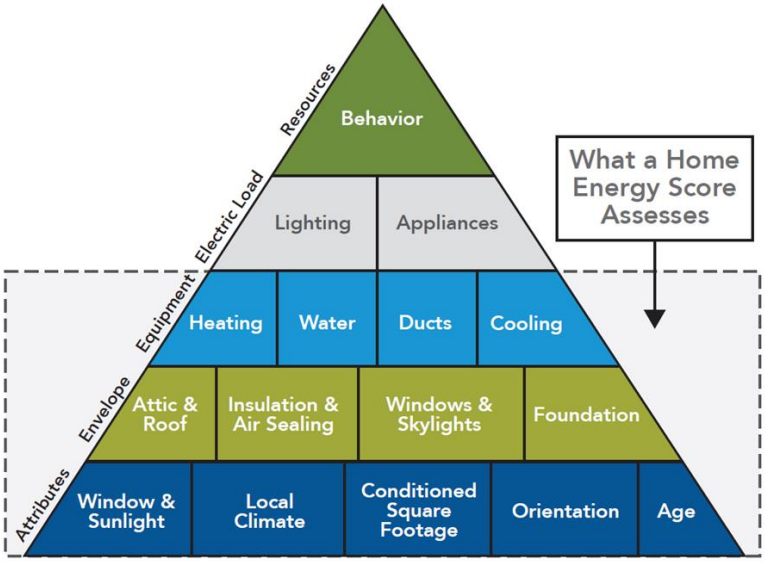


Figure 1: Components included in the HES model.
Source: U.S. Department of Energy

Staff Recommendation

- To provide consistent and objective energy performance information that can be easily compared across multiple homes, energy performance information should be disclosed in the form of asset ratings.
- Staff recommend that the model ordinance utilize the US DOE HES rating tool, which is an asset-based rating system. HES is the most commonly used rating system in local government energy

[3] To review the full methodology utilized in calculating a Home Energy Score see Home Energy Score Scoring Methodology (2021).

assessment and disclosure policies, can be easily applied to existing homes, and has a lower cost than other assessment types. Furthermore, the 2024 Regional Initiative selected by the TCMC explicitly identified the Home Energy Score (HES) as the preferred assessment tool.

- To ensure consistency with state legislative efforts, Staff further recommend the US DOE HES rating tool. In both the 2023 and 2024 Legislative Sessions, bills have been introduced to designate HES as the statewide home energy assessment tool for any local policy.

Energy Performance Report

Report Options

The Home Energy Performance Report can be documented used the standard DOE HES Report or a through a custom-designed Report.

- **Standard DOE Report Template.** The Standard US DOE Home Energy Performance Report (see Appendix B) includes:
    - An energy efficiency score based on the home's envelope;
    - A total energy use estimate and estimates by fuel type;
    - Recommendations for cost-effective improvements and associated annual cost savings estimates (estimated at a 10-year payback period); and
    - A "score with improvements" reflecting the home's expected score if cost-effective improvements are implemented.
- **Custom Report Template.** Most jurisdictions with HES ordinances have created improved custom report templates which meet and exceed the standard US DOE required information. Additional information included in these custom report templates include recommended improvements linked to local utility program incentives, the carbon footprint of a home, and follow-up steps or resource links. Custom reports may be able to factor in the cost-savings of local, utility, state, and federal incentives into determining cost-effective improvements, which the Standard DOE Report Template does not currently consider. See Appendix C for an example of a customized HES report.

In most examples, printed and electronic Home Energy Performance Reports expire eight years from the date of the assessment. Additionally, Home Energy Performance Reports are void and invalid after an alteration or remodel of the home that affects the heated square footage, the quality and type of windows, insulation, HVAC equipment, or remodeled spaces such as basement or attic, or other changes that are reasonably expected to impact the HES and associated estimates of energy use.

Once a Home Energy Performance Report has been completed, in the case of Portland, Bend, Milwaukie, and Hillsboro, the HES Performance Report must be publicly disclosed on the Green Building Registry website and then it is the responsibility of the seller to ensure the listing agent also includes the Home Energy Performance Report in the real estate listing. Through efforts by the Northwest Energy Efficiency Alliance, the Greater Puget Sound region's Northwest MLS includes green fields, including those for inputting various energy scores. Requiring both the disclosure on the Green Building Registry website and in all real estate listings ensures that even if the seller is non-compliant with including the information on the real estate listing, the Home Energy Performance Report is still publicly available should a prospective buyer search for the address. Additionally, disclosure on the website also allows

future tenants of any property that has undergone the HES process to also access that information regardless of ownership.

Staff Recommendation

- The Staff Team recommends that the TCMC develop a report template unique to Thurston County which includes a carbon footprint calculation and incentive/rebate information in addition to all required US DOE information. Incentive/Rebate information would include national, utility, and local incentives.
- Staff recommend that any report should have an expiration date of 8 years, unless a remodel or alteration has taken place on any elements included in the HES assessment (see Figure 1).
- To provide prospective buyers with a high level of access to home energy and cost savings information, HES reports should be made widely available. HES reports should be disclosed through the multiple listing service (MLS), included on real estate listings (printed advertisements, internet postings, and third-party listing services), and provided to real estate agents and prospective buyers.

Trigger Event

Tigger Event Options

Trigger events refer to the time at which disclosure of home energy information is required. Trigger events are typically at time of listing or time of sale.

- **Disclosure at time of sale requires energy information to be disclosed to the expected home buyer at or before time of closing.** Providing energy information at the time of closing (i.e., beginning of a new homeownership cycle) can increase the likelihood of a new homeowner investing energy efficiency upgrades. However, a time of sale disclosure is too late in the real estate transaction to include energy improvements in mortgage products. It is also too late to allow prospective buyers to compare homes and make informed decisions. Time of sale disclosure policies may also complicate or delay real estate closings.
- **Disclosure at time of listing requires energy information to be disclosed at the earliest possible stage in the real estate transaction process, making the information more actionable for prospective buyers and the market.** Early disclosure allows buyers to compare the energy performance, expected energy costs, and recommended efficiency upgrades for all prospective homes. The disclosure should be available to any interested buyers as a supplement to the listing. With early access to home energy scores, buyers can finance recommended energy improvements as a part of a new mortgage with Fannie, Freddie, and FHA products. By disclosing energy information as soon as possible, this approach provides a direct link to home valuation and market transformation, and will not interfere with or delay closings.

Staff Recommendation

- To ensure prospective buyers can compare the energy efficiency of all homes and integrate energy efficiency upgrades within home financing, staff recommend that home energy information should be disclosed at the time of listing.

Compliance

Compliance Options

Energy information may be disclosed through voluntary or mandatory policies and programs.

- **Voluntary disclosure programs can offer energy reports at any time for voluntary use in the real estate market, but may be targeted towards specific trigger events**. Voluntary programs generally achieve significantly lower levels of market adoption than mandatory policies and require significant incentives, subsidies, and marketing to drive demand. Historically, no jurisdiction has been fully successful at creating a functioning voluntary market based only on consumer demand for energy labels.
- **Mandatory disclosure policies require home energy information to be provided and specify what information, when, and to whom it must be disclosed**. Mandatory programs generally achieve much higher levels of market adoption and better support market transformation by making home energy information widely available. Mandatory programs are also typically less expensive to administer if customers pay for the cost of the energy labels.

Non-compliance Penalty Options

Mandatory home energy labeling policies typically include non-compliance fines or penalties. Important considerations for determining non-compliance penalties include the local housing market and average cost of home energy score assessments.

- **Non-compliance penalties should be strong enough to encourage compliance (i.e., greater than the cost of obtaining the assessment), but not overly burden low- to moderate-income households**. The most common approach is to set a standard rate, typically about $500 (Table 2). This is about twice the cost of typical home energy score assessments ($150-$300). Non-compliance fines can also be set as a percentage of the home listing price. This approach may help encourage compliance for all sellers, while reducing the burden on lower-income sellers, but can complicate program design and enforcement.
- **The timeline to trigger non-compliance penalties should be determined based on market trends (i.e., average days on market).** Listed homes in Thurston County remain on the market between 35 and 47 days, depending on the location, so a short timeline is critical to ensure compliance before homes are purchased by a new buyer. Warning notices for non-compliant homes should be sent as soon as possible so sellers have time to act and disclose a score to prospective buyers.

Staff Recommendation

- To ensure widespread adoption of the home energy score, staff recommend adopting a mandatory disclosure policy, with a non-compliance penalty of $500.
- To ensure that all homes disclose a home energy score before being purchased by a new buyer, warning letters for non-compliant listings should be sent as soon as possible after listing. The frequency with which staff can provide warnings will depend on staff workload and capacity.
- Given that the average number of days from listing a home for sale and entering contract is 35 days, the timeline to trigger non-compliance penalties should be no longer than 30 days of receiving a written warning.

- Staff recommend that the ordinance also grant discretion to the jurisdiction's Authorizing Official (such as a City/County Manager or Planning Director) to adjust the penalty in the event of extenuating circumstances (e.g., availability of HES Assessors).

Table 4. Examples of non-compliance fines and disclosure requirements for jurisdictions with mandatory home energy scoring policies.

Jurisdiction	Trigger Event	Non-compliance Fines	Time to trigger penalties	Disclosed information
Austin, TX	Time of sale	$500 - $2,000	By time of sale	Audit of home conditions that influence energy performance, not a Home Energy Score or asset rating.
Berkeley, CA	Time of listing	$110 fee to defer to buyer and $85 late fee	If deferred, buyer has 6 months to complete energy assessment.	Custom Energy Score Report based on the DOE Home Energy Score.
Portland, OR	Time of listing	$500	90 days from written warning	Custom Energy Score Report based on the DOE Home Energy Score.
Milwaukie, OR	Time of listing	$500	30 days from written warning	Custom Energy Score Report based on the DOE Home Energy Score.

Applicability and Exemptions

Applicability and Exemption Options

Energy score requirements typically apply to most homes able to be scored with the selected home energy rating tool. Certain homes may be exempted from an energy score policy due to the suitability of the energy rating tool, previous certification of high energy efficiency, or distressed sale situations.

- **Considerations for exemption of certain home types.** The recommended HES rating tool is suitable for detached single-dwelling units and attached dwelling units that extend from foundation to roof (e.g., duplex, rowhouse, or townhome). The tool is not suitable for homes in a stacked configuration with other units above or below. It is also not suitable for mobile, manufactured, or floating homes.
- **Considerations for exemption of homes already certified to high-efficiency standards.** Many jurisdictions exempt homes that have already received home energy scores through an alternative energy audit or scoring program. For example, Berkeley, CA exempts homes participating in the Energy Upgrade California Program, and Portland, OR exempts homes that have received an Energy Trust of Oregon Energy performance score.

  Homes may also be exempted if they have already been certified to meet high energy efficiency standards through other certification programs. For example, the City of Berkeley's Building Energy Saving Ordinance (BESO), exempts buildings that have completed a verified home energy upgrade or rating such as Net Zero Energy or Passive House. In Portland, high-performance homes that are certified by other green building programs like LEED, may apply for a waiver for two years.

- **Considerations for exemption of new construction.** Some home energy score policies may exempt new construction under the assumption that new homes are more energy efficient. For example, in Austin, TX HES audits are only required for homes that are 10 years old or older.

  However, the purpose of a home energy score is not just to encourage energy efficiency improvements, but also to inform prospective buyers of energy performance and expected energy costs. Exempting new construction prevents prospective buyers from comparing the energy performance and cost of new and existing homes. Most of the home energy score policies evaluated for this review also apply to new construction (e.g., Berkeley, Portland, and Milwaukie).

  In Portland and Milwaukie, newly constructed (in the current year) identical homes—meaning the floor plans, amount and type of insulation, windows, attic fans, heating and cooling systems, hot water heaters, and appliances are 100% identical—may use the same Home Energy Performance Report. HES for new homes can be obtained pre-construction using construction plan sets.

- **Considerations for exemption due to distressed sale situations.** Many energy disclosure policies include exemptions for distressed sale situations. For example, the cities of Portland and Milwaukie exempt the following transactions "trustee's sales, deed-in-lieu of foreclosure sales, and pre-foreclosure sale in which the seller has reached an agreement with the mortgage holder to sell the property for an amount less than the amount owed on the mortgage". Rather than providing exemptions for low-income sellers, many jurisdictions subsidize the cost of home energy assessments for low-income constituents.

Staff Recommendation

- To ensure energy performance information is widely available, staff recommend that the HES Policy apply to all suitable building types. This includes all detached single dwelling units and any attached single dwelling unit, where the unit extends from foundation to roof, such as row house, attached house, duplex, or townhouse.
- Housing types not suitable for the HES tool, including mobile homes, manufactured homes, or floating homes, and units in a stacked configuration should be exempt.
- Homes already certified to a high-efficiency standard may be exempt. These standards will need to be explicitly defined.
- To increase consumer awareness of energy performance and better allow comparison of multiple homes, staff recommend that newly constructed homes also be required to disclose a home energy score.
- Certain distressed sale situations should be exempt from the energy disclosure policy. These exemptions will need to be explicitly defined.
- Rather than exempting low-income households, jurisdictions should subsidize the cost of obtaining a home energy score for low-income sellers.

Low-Income Subsidies

Home energy scores provide energy cost visibility, so that all households, including low-moderate income households, are better informed of the total cost of home ownership. This can help prevent scenarios where new occupants are unprepared for unaffordable utility bills. To ensure that energy

performance information is widely available, and not overly burdensome to obtain, many jurisdictions with residential energy performance disclosure policies provide financial assistance for low-income residents to obtain a Home Energy Performance Report.

Subsidy Options

Options for subsidizing the cost of home energy assessment for low-income households meeting certain criteria include:

- **Directly covering the cost of the home energy assessment.** In Portland, energy assessments for income qualified sellers are completed by authorized Home Energy Assessors under an agreement with the Community Energy Project. In the first 30 months of the program, 89 sellers applied for this service and 80 met the eligibility requirements, well-below 1% of total homes scored in this time-period (City of Portland, Oregon Bureau of Planning and Sustainability, 2020).
- **Encouraging realtors/selling agents to provide financial incentives.** Anecdotal evidence from Portland suggests that in some cases, real estate agents will obtain the home energy score on behalf of their clients.
- **Partnering with a local utility or third-party provider to offer free assessments.** In Minneapolis, low-income sellers can access a free energy inspection through an existing utility energy audit program (this program is already free for low-income households). In the Thurston County region, Puget Sound Energy previously offered a home energy assessment program, but it was discontinued in July 2020.

Table 5. Examples of home energy assessment financial assistance programs for low-income households.

Jurisdiction	Subsidy Program	Notes
BayREN, CA	$200 rebate not tied to income	BayREN's program is voluntary.
Berkeley, CA	Alternative compliance pathway	Offers compliance with the ordinance if the seller can demonstrate participation in income-qualified Weatherization Assistance programs, Low-Income Home Energy Assistance Programs (LIHEAP), the US DOE Weatherization Assistance Program, or utility Energy Saving Assistance Programs.
Portland, OR	Free HES in partnership with local non-profit for residents with household incomes at 60% or below area median income for the Portland metropolitan statistical area	Subsidy program is entirely managed by a third-party non-profit, Community Energy Project, but funded by the City of Portland.
Bend, OR	Free HES in partnership with local non-profit for residents with household incomes at 80% or below area median income	Subsidy program entirely managed by a third-party non-profit, Neighbor Impact.
Hillsboro, OR	Free HES in partnership with local non-profit for residents with household incomes at 80% or below area median income	This subsidy is available to homeowners at any time and is also available to renters, with written landlord approval. Hillsboro works with the same non-profit that Portland does.
Milwaukie, OR	Free HES in partnership with local non-profit for residents with household incomes at 80% or below area median income.	Subsidy program is entirely managed by a third-party non-profit, Community Energy Project. The non-profit also provides free education opportunities, supplies, and home energy upgrades and repairs for qualifying residents. Milwaukie works with the same non-profit that Portland does.

Staff Recommendation

- To ensure energy performance assessments are not overly burdensome to low-income sellers, staff recommend contracting with a community partner, to provide free home energy assessments for income-qualified sellers (and/or identifying other mechanisms to prevent barriers for low-income households).
- Income qualification scenarios will need to be explicitly defined.
- Rather than collecting and assessing income information, eligibility for low-income subsidies may be determined based on participation in existing programs. Examples of accepted forms of eligibility proof may include a copy of the participant/family's free or reduced lunch letter,

DSHS/SNAP/TANF food assistance letter, SSI documentation, DSHS Respite Care documentation, Income Verification, or Lifeline Utility bill.

4. EXPECTED IMPACTS

Expected impacts of the recommended program design were calculated using the Home Energy Labeling Program Impact Calculator provided by Rocky Mountain Institute and Earth Advantage.

Workforce

HES and Home Energy Performance Reports can only be completed by HES Certified Assessors. To become a Certified Assessor, one must:

1. Hold a relevant credential[4];
2. Complete the HES Simulation training and exam; and
3. Score their first home with a mentor within six months of passing the simulation and exam.

Depending on the compliance rate, the number of homes rated annually is expected to range from 2,4341 to 3,245 and would require 6 to 8 full-time assessors to meet the demand for energy scores.

While several companies in Thurston County provide home energy assessment services, there is currently only one HES Certified Assessor in Washington State[5]. This is typical for a region without a Home Energy Assessment policy or program. Most regions that have implemented HES disclosure policies have seen a significant increase in the number of local certified energy assessors, following the adoption of a new HES policy or program. Supporting this workforce development is a critical step to ensure the success of any new HES policy.

Most jurisdictions depend on the private sector to respond to the demand for HES Assessors. Thurston County's local workforce development agency, Pacific Mountain Workforce Development, has expressed interest in helping grow a workforce to meet this future need. Several local nonprofits, including Olympia Community Solar[6] and South Puget Sound Habitat for Humanity, are also currently working to certify some of their employees for HES assessments.

Other cities have utilized a public model to provide home energy assessments. For example, the City of Ann Arbor, MI has hired two full-time Home Energy Assessors (funded by the City's climate tax revenues) to provide assessment free of charge. Residents of Ann Arbor are also welcome to hire outside private Home Energy Assessors if they choose.

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[4] To see a full list of relevant credentials visit https://betterbuildingssolutioncenter.energy.gov/home-energy-score/become-assessor

[5] Puget Sound Energy (PSE) previously provided free home energy assessments to residential utility users; however, as of 2024 this program is longer active. However, PSE has recently launched a Home Electrification Assessment program for PSE natural gas customers which results in an energy saving home improvement plan with guidance on how to go electric.

[6] Olympia Community Solar has reported that their costs to become a Home Energy Score Certified Assessor is $1,400 per person for training and $12,000 for startup equipment.

Housing and Climate Impacts

The number of homes retrofitted each year could range from 367 to 1,468 homes, resulting in up to $820,304 in total energy cost savings and 2,933 tons of CO_2 emissions avoided. Total energy cost savings and greenhouse gas reduction would compound annually as an increasing percentage of homes are assessed and retrofitted. Energy performance upgrades would also increase business for local builders and home performance contractors.

Table 6. Expected year 1 results of a home energy disclosure policy.

	Estimated Value		
Year 1 Results	**Low Impact**	**Moderate Impact**	**High Impact**
Homes Rated	2,434	2,840	3,245
Minimum Energy Raters Required	6	7	8
Homes Retrofitted	243	568	649
Energy Savings (MmBtu)	2,819	13,157	15,036
Energy Cost Savings	$67,787	$316,339	$361,530
Carbon Reduction (mtCO2)	126	586	670
Increased Real Estate Value	$4,965,173	$14,481,754	$19,860,691

Source: Values estimated using local data with the Home Energy Labeling Impact Calculator provided by Rocky Mountain Institute and Earth Advantage. Calculator and sources available upon request.

The estimated low impact scenario assumes a low retrofit rate (10%), a low energy savings rate (10%), a low value increase for retrofitted homes (4%), and low compliance with the regulation (60%).

The estimated moderate impact scenario assumes a moderate retrofit rate (20%), a moderate energy savings rate (20%), a moderate value increase for retrofitted homes (5%), and moderate compliance with the regulation (70%).

The estimated high impact scenario assumes a high retrofit rate (30%), a high energy savings rate (30%), a high value increase for retrofitted homes (6%), and high compliance with the regulation (80%).

Mortgage and Tax Benefits

A HES Home Energy Performance Report can serve as documentation for federal lending products. FannieMae's HomeStyle Energy Mortgage allows borrowers to finance energy efficiency improvements, using the Home Energy Performance Report as the basis. Borrowers can also qualify for a stretch on their debt-to-income ratios for HomeStyle Energy and other Federal Housing Administration loan products.

The Washington State Housing Finance Commission also offers an "Energy Spark Home Loan" which dovetails with the First Time Homebuyer program providing downpayment assistance. Homebuyers must have a household income under $180,000 and be purchasing a home that can be upgraded for 10% energy savings over its current use based on a home energy assessment.

In 2023 the Internal Revenue Service released guidance on how taxpayers may claim the "Energy Efficient Home Improvement Credit" for Home Energy audits, made possible through the Inflation Reduction Act. The home energy audit tax credit offers 30% of the cost of a home energy audit, up to $150 per year. HES audits completed by a HES Certified Assessor qualify for this tax credit. Additional

rebates and incentives created through the Inflation Reduction Act may help homeowners pay for the cost-effective improvements identified through their HES audit.

Impacts on Home Sales and Loan Delinquency

Researchers studying the Energy Conservation and Audit and Disclosure ordinance in Austin, Texas, which has been in place for more than 10 years, found that mandatory disclosure created a premium for energy-efficient homes by daylighting the value of these attributes and lead to higher participation in energy efficiency programs (Portland, 2020). Researchers have found that a one-point increase in HES was associated with a 0.5% increase in sale price, and likewise higher estimated annual energy bills were associated with a decrease in sales price (Pigman, Season, Wallace, et al., 2023).

A study of Portland, OR's program between 2018 and 2021 found that buyers are willing to pay more for energy efficiency when purchasing a home and that buyers are willing to pay more for energy efficiency when the assessment is published in real estate listings (Breshears, 2022).

Researchers also found that a one-point increase in HES was associated with a 5.5% reduction in the odds of a loan going 30 days delinquent if the loan originated after an assessment occurred (Pigman, Season, Wallace, et al., 2023). Similarly, researchers found that a $100 decrease in estimated annual energy bills was associated with a 2.3% decrease in the odds of a loan going delinquent if it originated after the assessment occurred (Pigman, Season, Wallace, et al., 2023).

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APPENDIX A

LOCAL HOUSING MARKET

Housing Type, Occupancy, and Ownership

There are 118,571 housing units across Thurston County (U.S. Census Bureau, 2022). Most dwelling units are detached single-family (U.S. Census Bureau, 2022), and nearly two-thirds of housing units were owner-occupied in 2020. The largest owner-occupied housing type in Thurston County is single-family detached (87%). Buildings with two or more units, most of which would be excluded from the recommended program design, due to limitations of the recommended assessment tool, are almost exclusively rented.

Note: The recommended program design (described in Section 2) would apply only to dwelling units that own the space from foundation to attic (i.e., most single-family homes, including attached duplex and townhouse-style units). Mobile homes and stacked multifamily homes would be exempt as they are not suitable for the recommended DOE Home Energy Score (HES) tool.

Table A1. Thurston County housing units by building and occupancy type in 2020.

Building Type	Number of Housing Units	Percent	Occupancy Type	
			Owner (%)	Renter (%)
Single Family Detached	80,215	68%	86.7%	13.3%
Single Family Attached	4,705	4%	2.2%	97.8%
Duplex	2,867	2%	0.5%	99.5%
Multi-family	21,303	18%	0.7%	99.3%
Manufactured Homes	9,481	8%	9.9%	90.1%
Total Occupied Units	**109,983**	**100%**	**65.8%**	**34.2%**

Source: U.S. Census Bureau, 2022

Housing Age

More than 50% of the homes in Thurston County were built before 1990, with nearly 20% built at least 50 years ago (U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates). The large proportion of older homes in the region suggests that many would benefit from energy- and cost-saving retrofits.

Table A2. Age of Thurston County housing units.

Home Built	Number of Units	Percentage of Total Housing Units in Thurston County
1939 or earlier	5,288	4.5%
1940 to 1959	8,123	6.9%
1960 to 1979	25,808	21.8%
1980 to 1999	37,639	31.7%
2000 to 2009	23,438	19.8%

2010 to 2019	16,569	14.0%
2020 or later	1,706	1.4%

Source: U.S. Census Bureau, 2022

Energy Source

The table below shows the number of housing units in Thurston County that utilize each energy source for home heating. With the Washington Clean Energy Transformation Act, all electricity will be 100% clean and carbon-free by 2045. Transitioning home energy types to electricity will help to reduce future greenhouse gas emissions.

Table A3. Energy sources of Thurston County housing units.

Energy Type	Number of Units	Percentage of Total Housing Units in Thurston County
Utility Gas	35,759	30.2%
Bottled Tank or LP Gas	4,264	3.6%
Electricity	72,885	61.5%
Fuel Oil, kerosene	1,005	0.8%
All other fuels	4,170	3.5%
No fuel used	488	0.4%

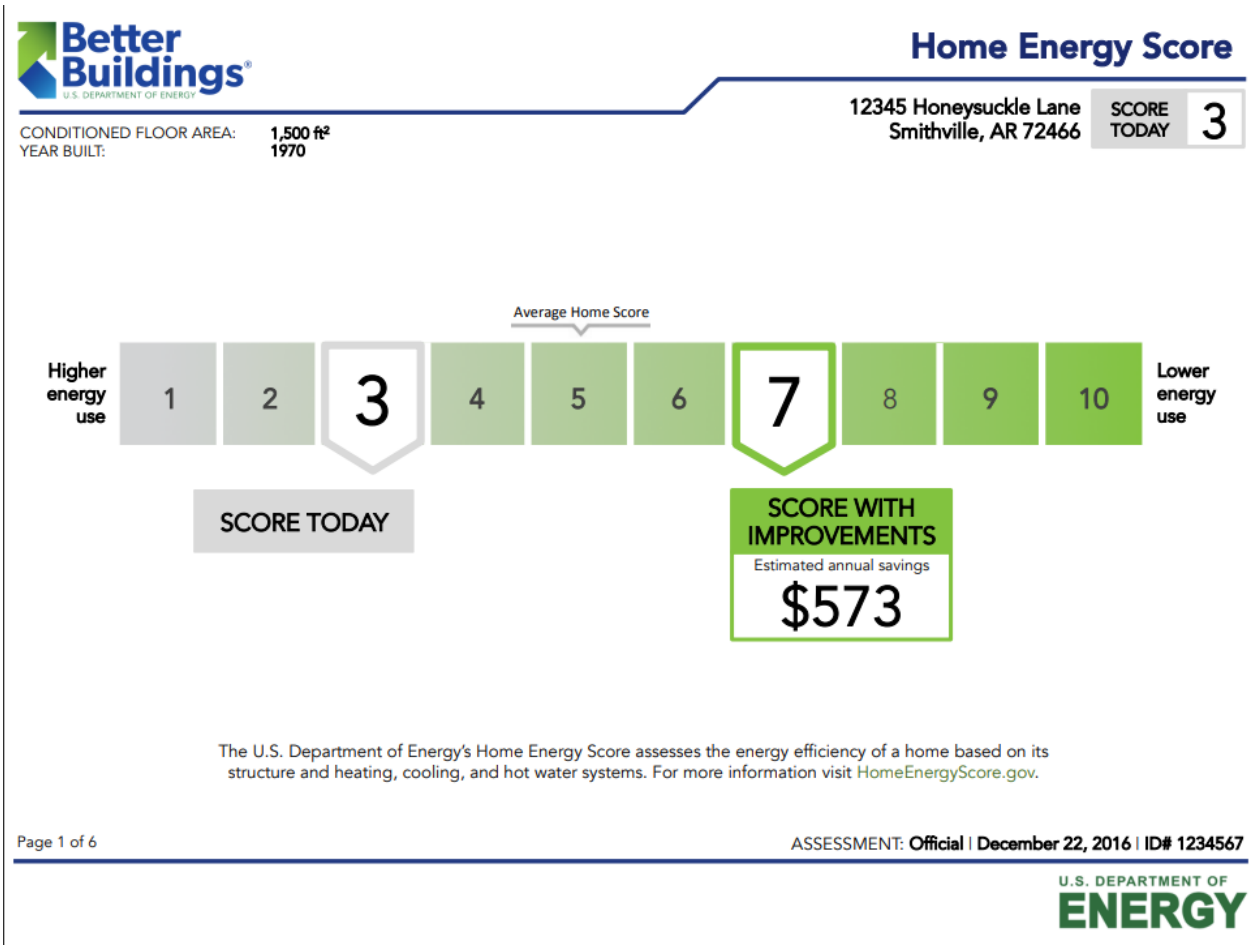
Source: U.S. Census Bureau, 2022

Home Sale Trends

During the year 2023, there were 3,377 residential homes sold in Thurston County with another 3,409 pending. The average price of a residential unit sold in Thurston County in 2023 was $551,127, a 3% increase from 2022's average sale price of $535,016 (Northwest Multiple Listing Service, 2024). Depending on the location of the home the average number of days on the market ranged from 35 to 47.

APPENDIX B

STANDARD HOME ENERGY SCORE REPORT



Better Buildings
U.S. DEPARTMENT OF ENERGY

Home Energy Score

CONDITIONED FLOOR AREA: 1,500 ft²
YEAR BUILT: 1970

12345 Honeysuckle Lane
Smithville, AR 72466

SCORE TODAY 3

Average Home Score

Higher energy use | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Lower energy use

SCORE TODAY

SCORE WITH IMPROVEMENTS
Estimated annual savings
$573

The U.S. Department of Energy's Home Energy Score assesses the energy efficiency of a home based on its structure and heating, cooling, and hot water systems. For more information visit HomeEnergyScore.gov.

Page 1 of 6

ASSESSMENT: Official | December 22, 2016 | ID# 1234567

U.S. DEPARTMENT OF ENERGY

Better Buildings
U.S. DEPARTMENT OF ENERGY

Home Energy Score

12345 Honeysuckle Lane
Smithville, AR 72466

SCORE TODAY 3

Home Facts

The Home Energy Score's Home Facts includes details about the home's current structure, systems, and estimated energy use. For more information about how the score is calculated, visit our website at HomeEnergyScore.gov.

About This Home

ASSESSMENT

Type	Official
Assessor ID	#1234567
Scoring tool version	v2016

HOME CONSTRUCTION

Year built	1970
Number of bedrooms	3
Stories above ground level	1
Interior floor-to-ceiling height	10
Conditioned floor area	1,500 ft²
Direction faced by front of house	North
Air sealed?	No
Air leakage rate	6,500 CFM50

Estimated Annual Energy Use

ENERGY BY TYPE

Total	204 MBtus
Score basis	141 MBtus
Electricity	11,956 kWh
Natural gas	519 therms
Propane	226 gallons

COST BASIS

Electricity	$0.091 / kWh
Natural gas	$1.153 / therms
Propane	$2.171 / gallon
Energy cost per square foot	$1.45 / ft²

DEFINITIONS & CONVERSIONS

MBtu	Million British thermal units; generic energy unit
kWh	Kilowatt-hour; electricity unit
Therm	100,000 Btu; heat energy unit
Electricity conversion	1 MBtu = 293 kWh
Heat conversion	1 MBtu = 10 therms

Better Buildings
U.S. DEPARTMENT OF ENERGY

Home Energy Score

12345 Honeysuckle Lane
Smithville, AR 72466

SCORE TODAY 3

Home Facts

The Home Energy Score's Home Facts includes details about the home's current structure, systems, and estimated energy use. For more information about how the score is calculated, visit our website at HomeEnergyScore.gov.

Roof / Attic

ROOF / ATTIC 1

Attic floor area	500 ft²
Roof construction	Roof with Radiant Barrier / Composition Shingles or Metal / R-0
Roof color	Medium dark
Attic: ceiling type	Unconditioned attic
Attic floor insulation	R-25

ROOF / ATTIC 2

Attic floor area	1,000 ft²
Roof construction	Standard Roof / Composition Shingles or Metal / R-0
Roof color	Medium dark
Attic: ceiling type	Unconditioned attic
Attic floor insulation	R-9

Foundation

FOUNDATION / FLOOR 1

Floor area	500 ft²
Foundation type	Slab-on-grade foundation
Foundation walls insulation	R-0

FOUNDATION / FLOOR 2

Floor area	1,000 ft²
Foundation type	Unconditioned basement
Floor insulation above foundation	R-0
Foundation walls insulation	R-0

Walls

WALL CONSTRUCTION	TYPE / EXTERIOR FINISH	INSULATION VALUE
Front	Wood frame with Optimum Value Engineering (OVE) / Brick Veneer	R-19
Back	Wood frame / Wood, Asbestos, Fiber Cement, Shingle, or Masonite	R-0
Right	Concrete block or stone / Stucco	R-3
Left	Wood frame with rigid foam sheathing / aluminum siding	R-3

ASSESSMENT: Official | December 22, 2016 | ID# 1234567

U.S. DEPARTMENT OF ENERGY

Better Buildings
U.S. DEPARTMENT OF ENERGY

Home Energy Score

12345 Honeysuckle Lane
Smithville, AR 72466

SCORE TODAY 3

Home Facts

The Home Energy Score's Home Facts includes details about the home's current structure, systems, and estimated energy use. For more information about how the score is calculated, visit our website at HomeEnergyScore.gov.

Windows & Skylights

WINDOW AREA			
Front	70 ft²		
Back	90 ft²		
Right	40 ft²		
Left	30 ft²		
WINDOW CONSTRUCTION	**PANES**	**FRAME**	**GLAZING or U-VALUE & SHGC**
Front	Single	Aluminum	Clear
Back	Double	Wood or Vinyl	Solar-controlled low-E
Right	Double	Aluminum w/ thermal break	Insulating low-E, argon gas fill
Left	Triple	Wood or vinyl	Insulating low-E, argon gas fill
SKYLIGHTS ROOF / ATTIC 1			
Present?	Yes		
Area	30 ft²		
Type	Single	Aluminum	Tinted
SKYLIGHTS ROOF / ATTIC 2			
Present?	No		

ASSESSMENT: **Official** | **December 22, 2016** | **ID# 1234567**

Better Buildings
U.S. DEPARTMENT OF ENERGY

Home Energy Score

12345 Honeysuckle Lane
Smithville, AR 72466

SCORE TODAY 3

Home Facts

The Home Energy Score's Home Facts includes details about the home's current structure, systems, and estimated energy use. For more information about how the score is calculated, visit our website at HomeEnergyScore.gov.

Systems

HVAC SYSTEM 1	
Percent conditioned area served	**33%**
Heating type	**Electric heat pump**
Heating efficiency value	**7.8 HSPF**
Cooling type	**Electric heat pump**
Cooling efficiency value	**12 SEER**

DUCT SYSTEM 1	INSULATED?	SEALED?	PERCENT OF DUCTS IN THIS LOCATION
Unconditioned attic	**Yes**	**No**	**100%**

HVAC SYSTEM 2	
Percent conditioned area served	**67%**
Heating type	**Central gas furnace**
Heating installation year	**2009**
Cooling type	**Central air conditioning**
Cooling installation year	**2009**

DUCT SYSTEM 2	INSULATED?	SEALED?	PERCENT OF DUCTS IN THIS LOCATION
Unconditioned basement	**No**	**No**	**50%**
Unconditioned attic	**No**	**No**	**25%**
Conditioned space	**No**	**No**	**25%**

HOT WATER	
System type	**LPG storage**
Installation year	**1997**

Better Buildings
U.S. DEPARTMENT OF ENERGY

Home Energy Score

12345 Honeysuckle Lane
Smithville, AR 72466

SCORE TODAY 3

Recommendations

The Home Energy Score's Recommendations show how to improve the energy efficiency of the home to achieve a higher score and save money. When making energy related upgrades, homeowners should consult with a certified energy professional or other technically qualified contractor to ensure proper sizing, installation, safety, and adherence to code. Learn more at HomeEnergyScore.gov.

REPAIR NOW. These improvements will save you money, conserve energy, and improve your comfort.

- **Air Tightness:** Have a professional seal all the gaps and cracks that leak air to save $110 / year
- **Ducts 1:** Add insulation around ducts in unconditioned spaces to at least R-6 to save $43 / year
- **Attic 2:** Increase attic floor insulation to at least R-19 to save $57 / year
- **Ducts 2:** Add insulation around ducts in unconditioned spaces to at least R-6 to save $23 / year
- **Ducts 2:** Have a professional seal all the gaps and cracks that leak air to save $74 / year

REPLACE LATER. These improvements will help you save energy when it's time to replace or upgrade.

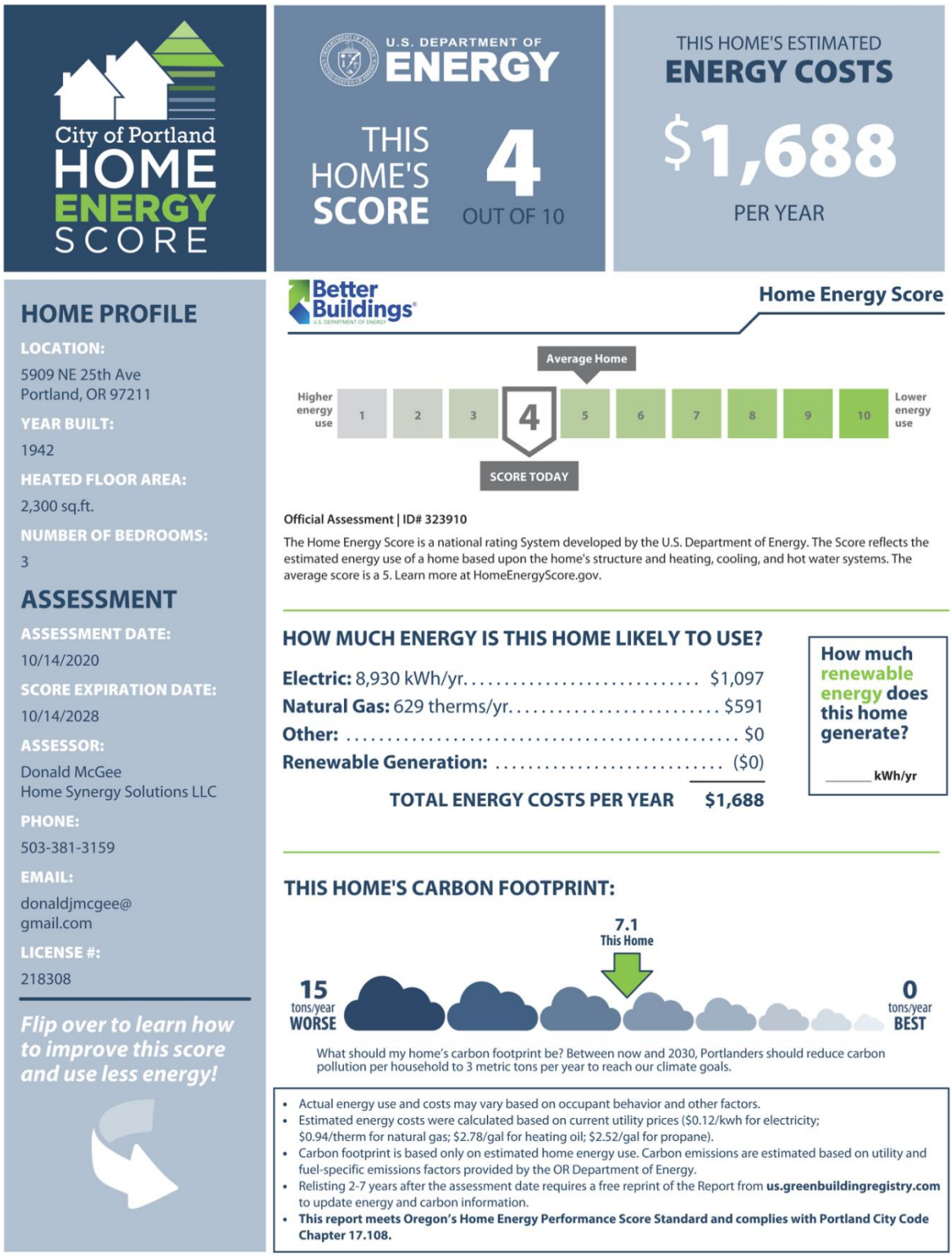
- **Windows:** Choose those with an ENERGY STAR label to save $61 / year
- **Water Heater:** Choose one with an ENERGY STAR label to save $159 / year
- **Electric Heat Pump:** Choose one with an ENERGY STAR label to save $32 / year

Comments

Current local incentives may make this house a good candidate for a new water heater.

APPENDIX C

CUSTOM HOME ENERGY SCORE REPORT



City of Portland HOME ENERGY SCORE

U.S. DEPARTMENT OF ENERGY

THIS HOME'S SCORE 4 OUT OF 10

THIS HOME'S ESTIMATED ENERGY COSTS $1,688 PER YEAR

HOME PROFILE

LOCATION:
5909 NE 25th Ave
Portland, OR 97211

YEAR BUILT:
1942

HEATED FLOOR AREA:
2,300 sq.ft.

NUMBER OF BEDROOMS:
3

ASSESSMENT

ASSESSMENT DATE:
10/14/2020

SCORE EXPIRATION DATE:
10/14/2028

ASSESSOR:
Donald McGee
Home Synergy Solutions LLC

PHONE:
503-381-3159

EMAIL:
donaldjmcgee@gmail.com

LICENSE #:
218308

Flip over to learn how to improve this score and use less energy!

Better Buildings

Home Energy Score

Average Home

Higher energy use 1 2 3 **4** 5 6 7 8 9 10 Lower energy use

SCORE TODAY

Official Assessment | ID# 323910

The Home Energy Score is a national rating System developed by the U.S. Department of Energy. The Score reflects the estimated energy use of a home based upon the home's structure and heating, cooling, and hot water systems. The average score is a 5. Learn more at HomeEnergyScore.gov.

HOW MUCH ENERGY IS THIS HOME LIKELY TO USE?

Electric: 8,930 kWh/yr.	$1,097
Natural Gas: 629 therms/yr.	$591
Other:	$0
Renewable Generation:	($0)
TOTAL ENERGY COSTS PER YEAR	**$1,688**

How much renewable energy does this home generate?

_____ kWh/yr

THIS HOME'S CARBON FOOTPRINT:

7.1 This Home

15 tons/year WORSE — 0 tons/year BEST

What should my home's carbon footprint be? Between now and 2030, Portlanders should reduce carbon pollution per household to 3 metric tons per year to reach our climate goals.

- Actual energy use and costs may vary based on occupant behavior and other factors.
- Estimated energy costs were calculated based on current utility prices ($0.12/kwh for electricity; $0.94/therm for natural gas; $2.78/gal for heating oil; $2.52/gal for propane).
- Carbon footprint is based only on estimated home energy use. Carbon emissions are estimated based on utility and fuel-specific emissions factors provided by the OR Department of Energy.
- Relisting 2-7 years after the assessment date requires a free reprint of the Report from **us.greenbuildingregistry.com** to update energy and carbon information.
- **This report meets Oregon's Home Energy Performance Score Standard and complies with Portland City Code Chapter 17.108.**

Score **today:**	Score **with priority improvements:**	Estimated **energy savings** with priority improvements:	Estimated **carbon reduction** with priority improvements:
4	6	$159 PER YEAR	11% PER YEAR

TACKLE ENERGY WASTE TODAY!

Enjoy the rewards of a comfortable, energy efficient home that saves you money.

- ☑ Get your home energy assessment. Done!
- ☐ Choose energy improvements from the list of recommendations below.
- ☐ Select a contractor (or two, for comparison) and obtain bids. If a new home, discuss with the builder. Checkout **www.energytrust.org/findacontractor** or call toll free **1-866-368-7878.**
- ☐ Explore financing options at **communityenergyproject.org** or **energytrust.org.**
- ☐ Visit the following resources to learn about easy changes you can make today: **communityenergyproject.org/our-services** or **energytrust.org/solutions/insulation-and-air-sealing/**

PRIORITY ENERGY IMPROVEMENTS [1]

FEATURE	TODAY'S CONDITION[4]	RECOMMENDED IMPROVEMENTS[3]
Air Conditioner	10 SEER	When replacing, upgrade to ENERGY STAR
Heating equipment	Natural gas furnace 80% AFUE	When replacing, upgrade to ENERGY STAR
Water Heater	Natural gas	When replacing, upgrade to ENERGY STAR, (EF>=0.67 or UEF>= 0.64)

ADDITIONAL ENERGY RECOMMENDATIONS [2]

FEATURE	TODAY'S CONDITION[4]	RECOMMENDED IMPROVEMENTS
Attic insulation	Ceiling insulated to R-19	Insulate to R-38 or R-49 if code requires it
Envelope/Air sealing	Not professionally air sealed	Professionally air seal
Solar PV	N/A	Visit www.energytrust.org/solar to learn more
Wall insulation	Insulated to R-0	Fully insulate wall cavities
Windows	Multiple types	When replacing, upgrade to ENERGY STAR
Basement wall insulation	Insulated to R-0	
Cathedral Ceiling/Roof	Roof insulated to R-30	
Duct insulation	Un-insulated	
Duct sealing	Un-sealed	
Floor insulation	Insulated to R-0	
Foundation wall insulation	N/A	
Skylights	Double-pane	

1. To achieve the "Score with Priority Improvements" all recommended improvements in the Priority Energy Improvements section must be completed. All together, these priority improvements have a simple payback of ten years or less.
2. Additional energy efficiency improvements may take longer than ten years to make a return on investment but can have a significant impact on the comfort, efficiency and environmental impact of your home.
3. If your home has an oil furnace it is recommended you replace it with a high efficiency electric heat pump.
4. Today's Condition represents the majority condition for that feature in the home.



Residential Energy Performance Rating and Disclosure

Olympia City Council

March 24, 2026

Olympia CLIMATE ACTION AND RESILIENCE

Agenda

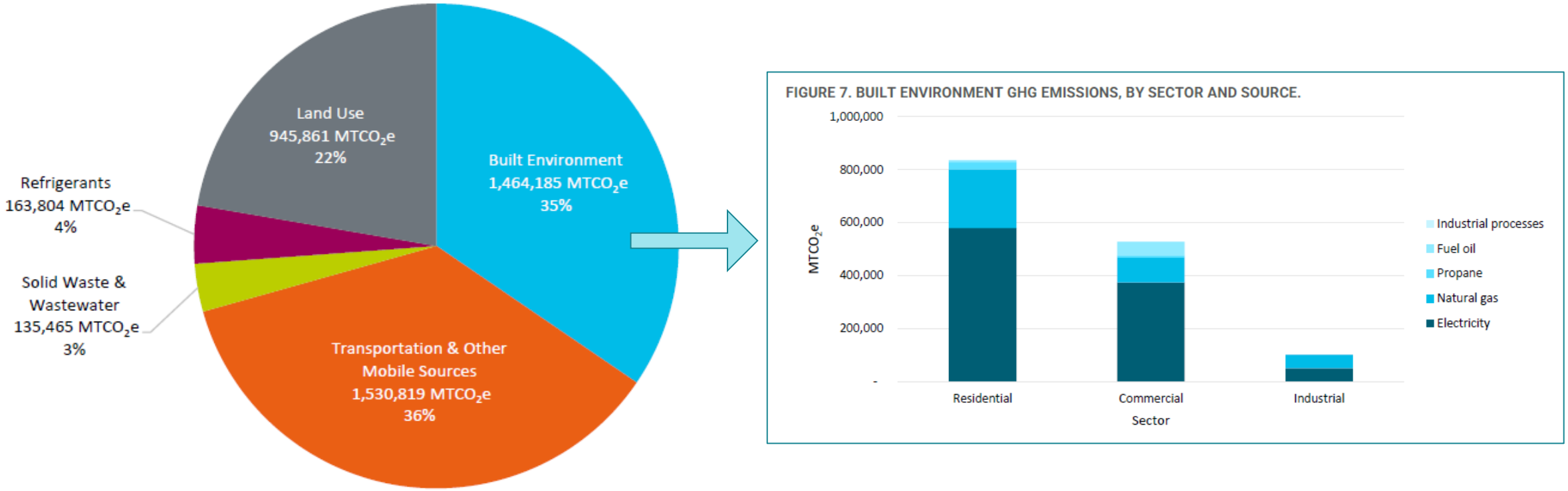
- Background
- Home Energy Score
- Policy Development
- Program Implementation
- Frequently Asked Questions
- Recommended Action

Background

The City of Olympia has set a goal to achieve net-zero emissions by 2040.



Greenhouse Gas Emissions Sources



Source: Thurston County 2022 Greenhouse Gas Emission Analysis, WA Department of Commerce

Building Blocks to Net Zero

Produce 100% renewable energy

Add 17.6 MW of rooftop solar

Electrify and improve energy efficiency in 100% of buildings

Reduce vehicle miles traveled 20%

Electrify 100% of passenger vehicles

Reduce solid waste generation 50%

Olympia Comprehensive Plan

PL5.5 Partner with regional jurisdictions to develop and implement a local policy for assessment and disclosure of residential energy performance ratings at the time of lease, sale, or rent.

Thurston Climate Mitigation Plan

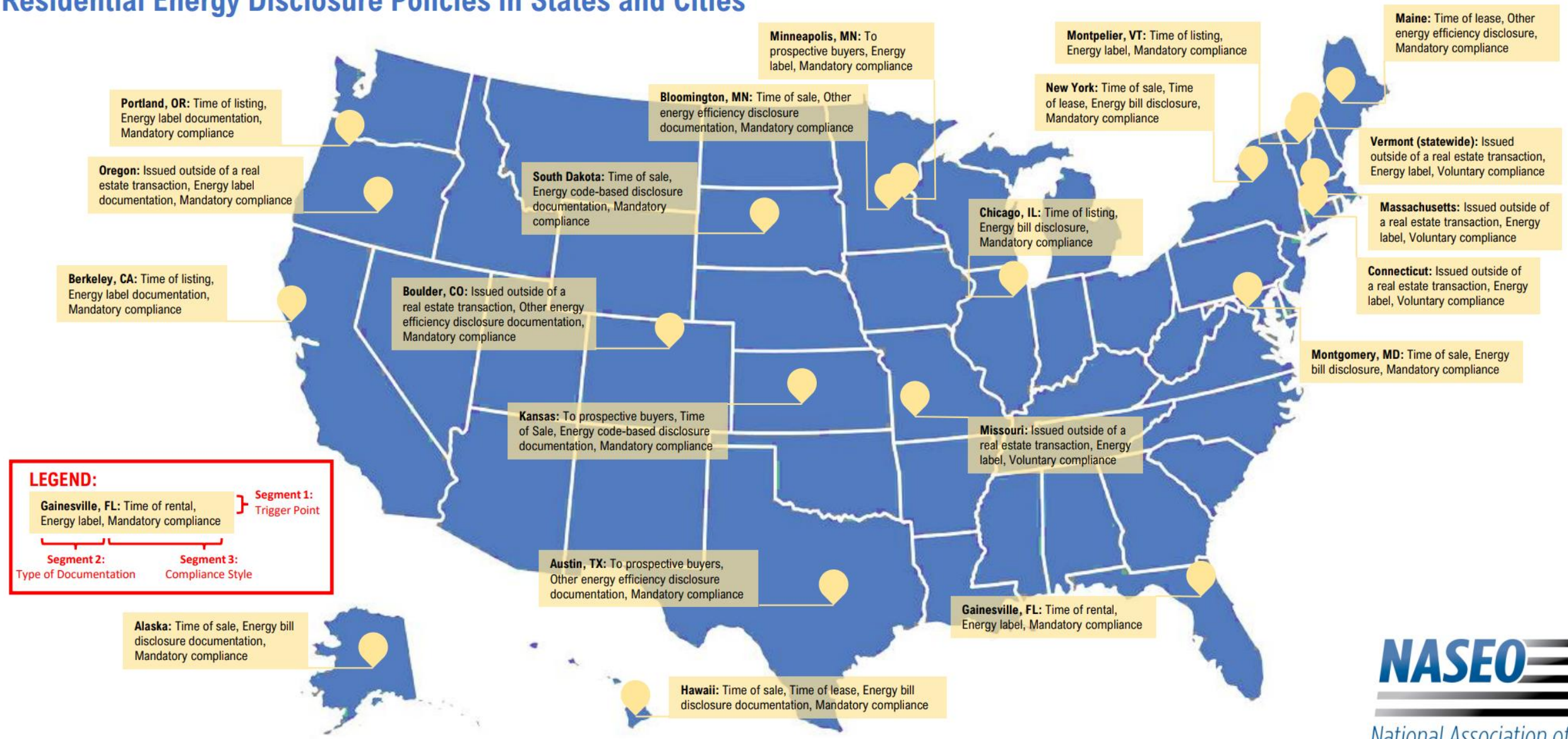
B1.1 Residential Energy Performance Ratings

Require energy performance ratings and disclosures for homes at time of sale, lease, or rent so that owners, tenants, and prospective buyers are informed before making purchasing or rental decisions.

B1.2 Residential Energy Assessments

Develop and adopt policies that require residential properties to undertake an energy assessment at the time of sale or during a substantial remodel.

Residential Energy Disclosure Policies in States and Cities

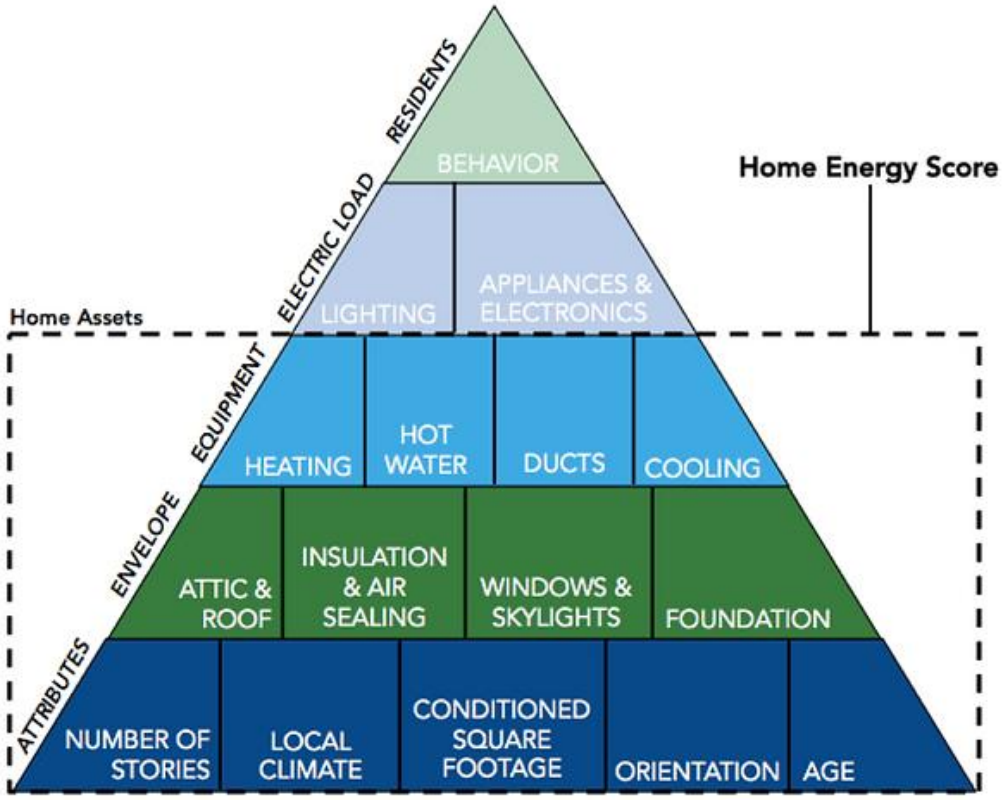


NASEO
National Association of State Energy Officials

Home Energy Score (HES)

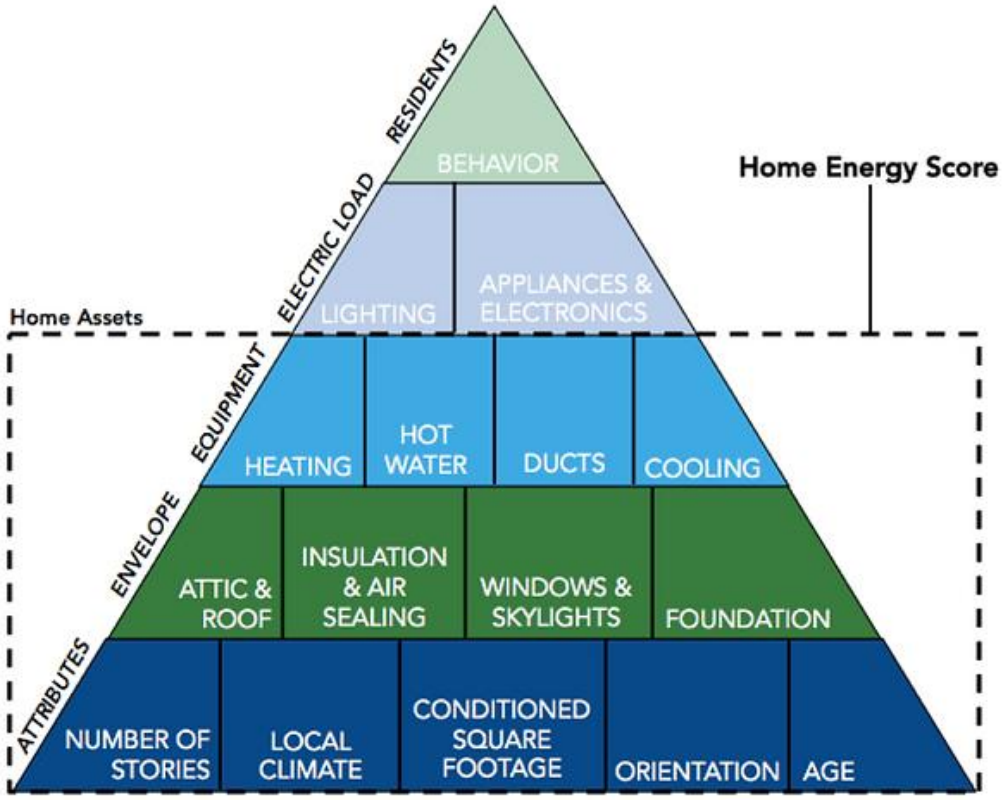
Home Energy Score (HES)

- Nationally standardized home energy rating tool
- Administered by the US Department of Energy
- Typically take 1 hour to complete
- Cost about $150 - $350 per assessment



Home Energy Score (HES)

- Asset-Based Rating: Evaluates fixed, physical characteristics of the home
- Assessment is independent of occupant behavior
- Provides standardized rating and estimated annual energy costs, which can be easily compared across homes
- Provides recommended “cost-effective” upgrades with 10-year payback or less



HES Sample Report

City of Portland HOME ENERGY SCORE

U.S. DEPARTMENT OF ENERGY

THIS HOME'S **SCORE** **3** OUT OF 10

THIS HOME'S ESTIMATED **ENERGY COSTS**

$1,233 PER YEAR

HOME PROFILE

LOCATION:
123 Main St
Portland, OR 97201

YEAR BUILT:
1924

HEATED FLOOR AREA:
1,500 sq. ft.

NUMBER OF BEDROOMS:
3

ASSESSMENT

ASSESSMENT DATE:
12/22/2016

EXPIRATION DATE:
12/22/2018

ASSESSOR:
Maria Gomez
Gomez Energy Partners

PHONE:
503-555-1211

EMAIL:
maria@gomezenergy.com

CCB LICENSE #:
1234567890

Flip over to learn how to improve this score and use less energy!

Better Buildings

Home Energy Score



Official Assessment | ID#1234567

The Home Energy Score is a national rating system developed by the U.S. Department of Energy. The Score reflects the energy efficiency of a home based on the home's structure and heating, cooling, and hot water systems. The average score is a 5. Learn more at HomeEnergyScore.gov.

HOW MUCH ENERGY IS THIS HOME LIKELY TO USE?

Electric: 10,000 kWh/yr. $600

Natural Gas: 700 therms/yr $633

Other: _____ gal/yr. $0

TOTAL ENERGY COSTS PER YEAR $1,233

How much renewable energy does this home generate?

3,000 kWh/yr

THIS HOME'S CARBON FOOTPRINT:



Estimated average carbon footprint for a similar sized home: 3.8 tons of CO_2 equivalent emissions per year.

- Actual energy use and costs may vary based on occupant behavior and other factors.
- Estimated energy costs were calculated based on current utility prices ($0.11/kwh for electricity; $0.89/therm for natural gas; $2.50/gal for heating oil; $3.50/gal for propane).
- Carbon footprint is based only on estimated building energy use.
- Carbon emissions are estimated based on utility- and fuel-specific emissions factors provided by the Oregon Department of Energy.
- **This report meets Oregon's Home Energy Performance Score Standard and complies with Portland City Code Chapter 17.108.**

Score today:	Score with improvements:*	Estimated energy savings with improvements:	Estimated carbon reduction with improvements:
3	7	$500	27%

TACKLE ENERGY WASTE TODAY!

Enjoy the rewards of a comfortable, energy efficient home that saves you money.

- ☑ Get your home energy assessment. Done!
- ☐ Choose energy improvements from the list of recommendations below.
  Need help deciding what to do first? Non-profit Enhabit offers free 15-minute phone consults with expert home advisors. Call 855-870-0049.
- ☐ Select a contractor (or two, for comparison) and obtain bids.
  Checkout **www.energytrust.org/findacontractor** or call toll free **1-866-368-7878**.
- ☐ Explore financing options at **www.enhabit.org** or **www.energytrust.org**.

* PRACTICAL ENERGY IMPROVEMENTS | COMPLETE NOW OR LATER

To achieve the "score with improvements," all recommended improvements listed below must be completed. Improvements all have a simple payback of ten years or less and may be eligible for mortgage financing. For a more detailed explanation of costs and payback, please get a bid from a contractor.

FEATURE	TODAY'S CONDITION	RECOMMENDED IMPROVEMENTS
Basement wall insulation	No insulation	Insulate to R15
Attic insulation	No insulation	Insulate to R49
Foundation wall insulation	No insulation	Insulate to R11
Wall insulation	No insulation	Insulate to R15
Envelope/Air Sealing	Not professionally air sealed	Seal the gaps and cracks that leak air into your home
Duct insulation	R3	Insulate to R6
Duct sealing	45% leakage	Reduce leakage to 10% of total airflow
Floor insulation	R5	Insulate to R38
Gas furnace	78% AFUE	Upgrade to ENERGY STAR 95% AFUE
Skylights	Single-paned	Replace with ENERGY STAR (double-pane solar-control low-E argon gas wood frame)
Water heater	Standard electric tank	Upgrade to ENERGY STAR (heat pump, EF 2.76)
Windows	Single-paned aluminum	Replace with ENERGY STAR (double-pane solar-control low-E argon gas wood frame)

YOU CAN DO IT YOURSELF!

Looking for low-cost ways to cut energy waste, boost your comfort and lower your energy bills? Visit the resources below to learn about easy changes you can make today:

www.energytrust.org/tips and **www.communityenergyproject.org/services**

SAMPLE SAMPLE

HES Benefits

Immediate and long-term GHG emissions reduction. Informed buyers are more likely to implement energy efficiency upgrades.

- Studies show 12–37% of buyers implement energy-saving upgrades after receiving home energy assessment recommendations
- In Portland, homebuyers who received an HES report were 10 times more likely to utilize a state energy rebate program

Source: Nadel, Steven. 2025. Energy Ratings for Home Sales. Washington, DC: ACEEE. https://www.aceee.org/white-paper/2025/07/energy-ratings-home-sales.

HES Benefits

Selling your home? Show the value of home energy features

- Ensure a home's listing reflects energy investments that have been made

Buying a home? Know your new home's energy use and costs

- Understand and plan for the total cost of home ownership
- Receive a list of energy efficiency upgrades and estimated cost savings
- Access an Energy Efficient Mortgage
- Access an EnergySpark Loan and save up to 0.25% on your mortgage interest rate

Policy Development

Research & Stakeholder Engagement



Research & Stakeholder Engagement

Review of resources: "Home Energy Labeling Partnership" of Rocky Mountain Institute and Earth Advantage, Urban Sustainability Directors Network

Interviews: Local government staff (Portland, Milwaukie, Beaverton, and Ashland, OR; Ann Arbor, MI); state and regional agencies (Washington State Housing Finance Commission, Oregon Department of Energy, Bay Area Regional Energy Network)

Stakeholder focus groups: Real estate and home financing professionals, builders/contractors, home energy service providers, low-income service providers, and energy efficiency program managers

TCMC Engagement

- Consensus from Community Advisory Workgroup on policy options
- Executive Committee input and public comments

Focus Group Feedback

- HES has the potential to be a valuable informational tool
- Concern about transaction complexity, costs to sellers, market impacts, and the lack of enforcement capacity
  - The program must be simple, streamlined, and integrated within existing transaction systems
  - Disclosure should occur at the time of listing
  - Compliance should not refer solely on municipal enforcement
- Voluntary programs will not generate meaningful uptake
- Education and incentives should accompany any mandate, including targeted assistance for low-income sellers

TCRA Listening Session

In February 2026, TCMC Staff held an additional listening session with the Thurston County Realtors Association.

What we heard:

- Questions about structure, approach, and the necessity of policy.
- Questions and concerns about capacity to provide HES assessments.
- Questions and concerns about potential impacts to housing costs and low-income households.
- Preference for voluntary disclosures, paired with jurisdiction funding for outreach, and incentives to encourage uptake.
- General preference for more incentive-based programs, such as Energize Thurston, rather than regulatory approaches to climate action.

Key Policy Criteria

- **Assessment Type**: DOE Home Energy Score
- **Energy Performance Reports**: Custom reports, disclosed on all real estate listings
- **Trigger Event**: Time of listing
- **Compliance**: Mandatory disclosure
- **Applicability**: Single-family detached dwellings, duplexes, triplexes, quadplexes, cottage housing, townhouses, and attached ADUs
- **Exemptions**: Federal and Tribal land, transfer of real property under 64.06.010 RCW, undue hardship
- **Low-Income Assistance**: Subsidize assessments for low-income sellers
- **Effective Date**: May 1, 2027

Potential Regional Impacts

Expected year 1 results of a county-wide home energy disclosure policy

Year 1 Results	Estimated Value
Homes Rated	2,840
Homes Retrofitted	568
Energy Cost Savings	$316,339
Carbon Reduction (mtCO2e)	586
Increased Real Estate Value	$14,481,754
Energy Raters Required (min)	7

Source: Values estimated using local data with the Home Energy Labeling Impact Calculator provided by Rocky Mountain Institute and Earth Advantage; “moderate impact” scenario.

Program Implementation

Next Steps (if adopted)

Coordinate with Regional Partners to Develop Supporting Program

- Identify and contract with a 3rd-party Home Energy Score Partner
  - Develop Home Energy Score Report template
  - Connect Green Building Registry to NWMLS
  - Support training and onboarding of Home Energy Score Assessors
- Develop protocols for subsidized assessments, compliance, and enforcement
- Develop program webpage
- Conduct education and outreach

Program Budget

Funding for program development, management, and subsidized assessments was allocated in the 2026 budget.

- **Program Development** (one-time): $100,000 shared across TCMC partners
  - City of Olympia cost: $25,000 - $50,000, depending on the number of participating jurisdictions
- **Program Management** (annual): $25,000 shared across TCMC partners
  - City of Olympia cost: $6,250 - $12,500, depending on the number of participating jurisdictions
- **Subsidized Assessments** for low-income sellers funded independently by each partner
  - City of Olympia estimated cost: $5,000 per year, starting in 2027

Program Staffing

The HES supporting program will be implemented through a partnership between the participating TCMC jurisdictions and a contracted 3rd-party Home Energy Score Partner.

- **HES Quality Assurance**: A 3rd-party HES Partner will provide quality assurance review on 5% of HES assessments.
- **Communications and Outreach**: In partnership with the 3rd-party HES Partner and TCMC partner jurisdictions, Olympia Climate staff will conduct ongoing outreach to real estate professionals, HES assessors, buyers, and sellers.
- **Compliance:** A required field on the NWMLS will help ensure the HES is included with most listings. Climate staff will coordinate with code enforcement staff for additional listings, notification, and enforcement as needed.

Frequently Asked Questions

Frequently Asked Questions

Will HES disproportionately impact older homes and lower-income households?

- There is no evidence that lower-income households systematically receive lower HES scores. Characteristics associated with lower scores, such as older equipment and deferred maintenance, are often offset by characteristics that drive higher scores, such as smaller home size and lack of central air.
- A subsidized HES assessment for low-income sellers will mitigate the impacts of additional costs to list a home for sale.
- All buyers will benefit from improved understanding of the total cost of home-ownership.

Frequently Asked Questions

Will HES disproportionately impact older homes and lower-income households?

- Older homes may receive lower scores due to lower efficiency standards at the time of construction.
- Observed impacts on sale prices closely align with actual operating cost differences over 20–25 years.
  - A $100 increase in estimated annual energy costs is associated with a 0.4% decrease in sale price (about $2,000 on a $500,000 home).
  - A one-point increase in the HES is associated with an average 0.5% increase in sale price (approximately $2,500 on a $500,000 home).

Source: Nadel, Steven. 2025. Energy Ratings for Home Sales. Washington, DC: ACEEE. https://www.aceee.org/white-paper/2025/07/energy-ratings-home-sales.

Frequently Asked Questions

How will the need for HES Assessors be met?

- Staff estimate that 6-8 HES Assessors will be needed to meet the demand for HES assessments in Thurston County.
- The proposed ordinance includes a 1-year implementation delay to allow sufficient time for workforce development, and funding has been allocated in the 2026 budget to support HES Assessor recruitment and certification.
- Other jurisdictions that have implemented HES disclosure policies have seen a significant increase in the number of local certified energy assessors following the adoption of such policies.

Frequently Asked Questions

Can I get a PSE energy assessment or disclose my energy bills instead?

- Energy bills are highly dependent on occupant behavior and do not provide recommendations for cost-effective improvements to improve energy efficiency.
- PSE discontinued its regular home energy assessment program in 2020. While PSE has implemented several one-time programs since then, these programs have been limited in scope and availability and are not as comprehensive as the HES assessment.

Frequently Asked Questions

How will compliance with the HES disclosure be enforced?

1. **Ensure Home Energy Score is posted with the listing**
   - Required form through NWMLS (approximately 95% of listings)
   - Desktop review by 3rd-party Home Energy Score Partner
   - Complaints and/or periodic review of other listings by City staff
   - City staff will provide notification and enforcement, as needed
2. **Ensure Home Energy Score is accurate**
   - A 3rd-party Home Energy Score Partner will provide quality assurance review on at least 5% of HES assessments on a quarterly basis
   - The 3rd-party partner will provide ongoing training for assessors to correct errors found during quality assurance reviews

Recommended Action

Recommended Action

- Move to approve the proposed ordinance adopting a Residential Energy Performance Rating and Disclosure Policy.

CLIMATE ACTION AND RESILIENCE

Olympia

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Frequently Asked Questions

Can this be a voluntary program rather than a requirement?

- Voluntary energy rating programs typically have very low participation, limiting their potential impact.
- Voluntary programs are significantly more expensive to administer because they require substantial incentives, subsidies, and marketing to drive demand.
- After establishing voluntary programs, only 2% of home sales in British Columbia and 0.5% of home sales in Nova Scotia disclosed energy ratings.
- In Chicago, despite extensive efforts to promote the program, only 13% of home sales disclosed energy ratings.

Source: Nadel, Steven. 2025. Energy Ratings for Home Sales. Washington, DC: ACEEE. https://www.aceee.org/white-paper/2025/07/energy-ratings-home-sales.

Frequently Asked Questions

Does the HES assessment duplicate the home inspection process?

- No, the HES assessment is not a home inspection.
- HES evaluates overall energy efficiency, anticipated energy costs, and cost-effective opportunities to improve energy efficiency.
- Home inspections focus on safety and repair issues, and do not include comprehensive energy assessments.

Expected Year 1 Impacts of Countywide HES Disclosure Policy

	Estimated Value		
Year 1 Results	**Low Impact**	**Moderate Impact**	**High Impact**
Homes Rated	2,434	2,840	3,245
Minimum Energy Raters Required	6	7	8
Homes Retrofitted	243	568	649
Energy Savings (MmBtu)	2,819	13,157	15,036
Energy Cost Savings	$67,767	$316,339	$361,530
Carbon Reduction (mtCO2e)	126	586	670
Increased Real Estate Value	$4,965,173	$14,481,754	$19,860,691

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City Council

Approval of the Parking and Business Improvement Area Evaluation Recommendations

Agenda Date: 4/14/2026
Agenda Item Number: 6.A
File Number:26-0260

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

Title
Approval of the Parking and Business Improvement Area Evaluation Recommendations

Recommended Action
Committee Recommendation:
On March 25, 2026, the Parking and Business Improvement Area PBIA Evaluation was presented to the Community Livability and Public Safety (CLPS) Committee. The Committee recommended that Council approve the Evaluation recommendations and proceed with the roadmap implementation plan or “Phase Two”.

City Manager Recommendation:
Move to approve the Evaluation recommendations and proceed with the roadmap implementation plan or “Phase Two”.

Report
Issue:
Whether to approve the Evaluation recommendations and proceed with the roadmap implementation plan or “Phase Two”.

Staff Contact:
Jennica Machado, Economic Development Director, Community Planning & Economic Development, 360.480.9167

Presenter(s):
Jennica Machado, Economic Development Director
Brian Scott, Founding Partner, Uncommon Bridges

Background and Analysis:
The PBIA Board was established to develop an annual recommendation to the City Council about how to invest the PBIA Fund. In recent years, concerns have emerged around the equity of the assessment structure, program sustainability, and administrative complexity.

In 2024, the PBIA Advisory Board discussed potential next steps, including the possibility of

dissolving the district. After extensive discussion, however, the Advisory Board determined that further evaluation was needed to assess current conditions and identify potential paths forward for the PBIA. City Council similarly indicated that a comprehensive evaluation would be beneficial.

In late 2025, the evaluation project was initiated, and the PBIA Advisory Board selected Uncommon Bridges as the project consultant. The evaluation examined the PBIA structure, operations, fee, and administrated processes and identified potential recommendations for improvement based on best practices from comparable downtowns. Uncommon Bridges has now completed the evaluation and will present its final findings and recommendations.

The PBIA Advisory Board received the final recommendations at their monthly meeting on March 4, 2026. The Board voted to recommend that City Council approve implementation of the report's roadmap actions by advancing to Phase Two. The recommendation included a contingency requesting that the City match the Advisory Board's use of PBIA funds to support the Phase Two scope of work.

On March 25, 2026, the PBIA Evaluation was presented to the Community Livability and Public Safety (CLPS) Committee. The Committee recommended that Council approve the Evaluation recommendations, meaning to proceed with the roadmap implementation plan or "Phase Two". Any vote to change the rate and administrative structure would be brought forward for Council approval at the conclusion of Phase Two, after additional proposal development and stakeholder outreach is conducted.

Climate Analysis:
The PBIA evaluation does not directly affect climate mitigation sectors. The project is focused on evaluating the PBIA's fees, structure, governance, and administrative processes to determine whether and how the district could be restructured to continue operating.

Advancing the project to Phase Two would support planning and stakeholder engagement to determine the PBIA's future structure and operations. While the evaluation itself does not result in direct climate impacts, future PBIA activities could potentially support sustainability initiatives for downtown businesses depending on future priorities and work plans.

Equity Analysis:
Business and property owners within the PBIA district may benefit from the evaluation by gaining a clearer understanding of how the program operates and identifying opportunities to improve fairness, transparency, and effectiveness of the district. Advancing to Phase Two would also provide an opportunity for broader stakeholder engagement to ensure the perspectives of affected businesses are incorporated into potential changes.

The evaluation itself does not impose new financial burdens; however, the existing PBIA assessment structure has raised concerns about equity among assessed businesses. Phase Two planning and engagement would allow stakeholders to explore these concerns and identify potential changes that could create a more equitable fee structure.

Neighborhood/Community Interests (if known):
The downtown Olympia neighborhood, specifically the business community, may be interested in the evaluation considering PBIA funded programs directly impact cleanliness, safety, beautification, and

overall economic vitality in the area. Additionally, any future change in rates may directly impact downtown business owners within the PBIA ratepayer zones.

Financial Impact:
The PBIA evaluation was conducted by contractor, Uncommon Bridges. The contract was set to not exceed $30,000 and is funded by the City's annual budget. The project assessed the PBIA fund and identified recommendations for changes to its fee and administrative structure.

If the project moves forward for Phase Two, additional funds will be required to support the scope of work. An anticipated budget for Phase Two would be $50,000. The PBIA Advisory Board indicated they will approve use of the PBIA Fund to cover up to half of the project costs. The Economic Development Fund has been identified as a source for City funds for the remaining portion of the project.

Options:
1. Move to approve the approve the Evaluation recommendations and proceed with the roadmap implementation plan or "Phase Two".
2. Move to approve the Parking and Business Improvement Area Evaluation Recommendations with modifications.
3. Do not approve the Parking and Business Improvement Area Evaluation Recommendations. If the recommendations are not approved, there is not an identified sustainable path for continuation of the Parking and Business Improvement Area.

Attachments:
Report

March 11, 2026

City of Olympia

PBIA Evaluation

Parking & Business Improvement Area

INTRODUCTION

In 2005, at the request of a broad range of future ratepayers, the City of Olympia established an assessment on downtown businesses to fund services that would improve and vitalize the area. This is known as the **Parking and Business Improvement Area (or PBIA)**. From then through 2024, these assessments paid for a variety of services and activities, including cleaning, public safety, marketing, streetscape beautification, and administration. Unfortunately, the amount collected did not keep up with rising costs. Additionally, the amount of city staff time required to administer the program, changes to downtown's vitality, and other factors undermined the program's performance and credibility. In 2024, the Olympia City Council suspended assessments (collecting $0) for 2025 and 2026, pending the results of an independent evaluation of the PBIA's structure and effectiveness compared to regional and national best practices. This report is a summary of that evaluation.

BACKGROUND

Place management districts are funding mechanisms that assess properties and/or tenants in specified districts to help pay for services that will help the area thrive. Nationally, place management districts fund placemaking and economic development organizations that provide services for the mutual benefit of district stakeholders. Place management districts go by many different names, including Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Parking and Business Improvement Areas (PBIAs), Economic Improvement Districts (EIDs), Community Benefit Districts (CBDs), Public Improvement Districts (PIDs), and so forth. Washington's enabling legislation for these districts calls them Parking and Business Improvement Districts, while individual districts in Washington deploy public-facing branding with many different names.[1]

There are many reasons to create a place management district. Common motivations include increasing the area's activity, vitality, occupancy, cleanliness, and safety, as well as improving the area's image and effective voice in civic affairs. Perhaps the most attractive thing about a mandated assessment district is cost-sharing for these services. In a mandated assessment district, everyone pays their share, rather than individual businesses and/or property owners shouldering disproportionate costs. Most commonly, districts are conceived, designed, and managed locally by those who pay the assessments for their mutual benefit, with everyone in the district required to pay a share of the cost commensurate with their individual benefit. These districts reflect successful community and economic development, supported by local stakeholders collaborating toward shared goals and priorities.

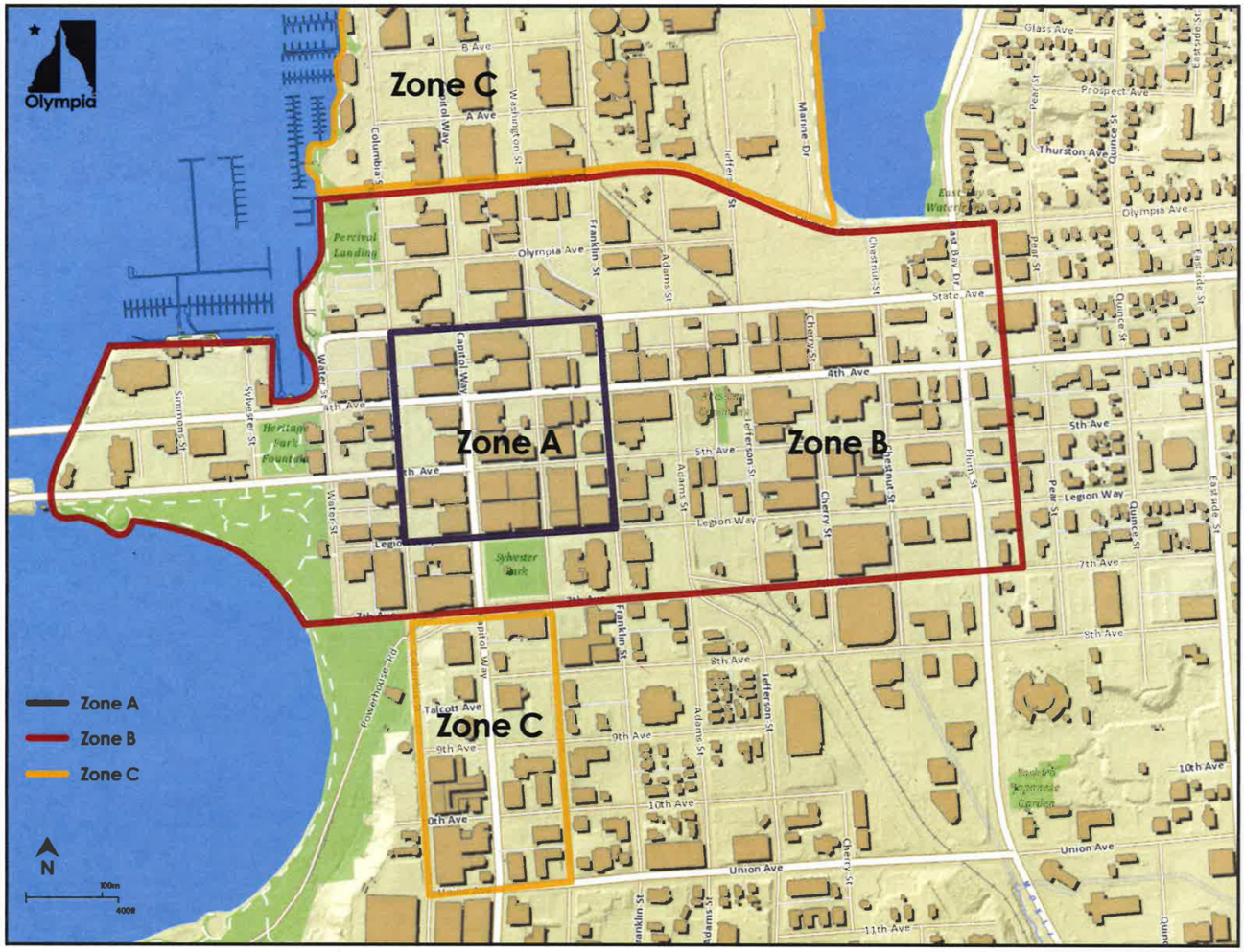
National experience shows that place management districts add value to urban environments by providing a wide range of services, including leadership, public space management, planning and design, economic development, policy formation, and advocacy.

Olympia's Parking & Business Improvement Area (PBIA)

Olympia's Parking and Business Improvement Area (PBIA) was established by the Olympia City Council in 2005 at the request of local businesses to self-assess funds benefiting the downtown area. Businesses representing 60% of the initial assessment signed a petition of support for establishing the PBIA. The PBIA is governed by Olympia Municipal Code (OMC 3.62) and Washington State law (RCW 35.87A).

[1] There is no requirement that PBIAs do anything related to "parking" (despite the name).

The PBIA includes three zones, with varying assessment rates as shown on the map below.



About 500 businesses are currently assessed through the PBIA. In 2024, the City of Olympia sent PBIA assessment invoices totaling $114,575. This amount has remained relatively consistent throughout the life of the PBIA, with typically 5-10% of the businesses assessed not paying.[2] The PBIA assessment fee structure is based on the Full-time Equivalent (FTE) employees of each establishment (Small: 1-3 FTEs; Medium: 4-6 FTEs; Large: 7+ FTEs). PBIA rates per OBC 3.62 are shown in the table below.

Business Type	Zone A			Zone B			Zone C		
	Large	Medium	Small	Large	Medium	Small	Large	Medium	Small
Restaurant/Retail	$750	$500	$250	$600	$400	$200	$300	$200	$150
Professional/Service	$400	$300	$200	$300	$200	$150	$200	$150	$150
Financial Institutions	$750			$600			$300		
Lodging/ Apartments	30 or less rooms: $200; 31–50 rooms: $300; 51+ rooms: $400								
Personal Care Services	Minimum: $150 Per station (above 2): $75; Maximum: $500								

[2] In Washington, PBIA assessments are not lienable, and a certain amount of nonpayment is typical. Though no accurate accounting of nonpayment rates is available, anecdotal evidence is that nonpayment usually runs at about 3-5%.

The PBIA has a diversity of ratepayers among the categories above. The City's assessment roll for 2024 included 470 individual ratepayers, paying ten different rates from the assessment table on the previous page. Two-thirds of ratepayers pay $200 per year or less. Three-quarters pay $300 or less per year.

Category	Rate	# of Ratepayers	Total by Category
P1	$ 150	148	$ 22,200
P2	$ 200	166	$ 33,200
P3	$ 225	5	$ 1,125
P4	$ 250	51	$ 12,750
P5	$ 300	34	$ 10,200
P6	$ 375	2	$ 750
P7	$ 400	29	$ 11,600
P8	$ 500	12	$ 6,000
P9	$ 600	13	$ 7,800
P0	$ 750	10	$ 7,500
		470	**$ 113,125**

The PBIA assessment rates were unchanged from 2005 through 2024, despite a 77% increase in consumer prices over that time.[3] Adjustments to the PBIA rates require public notice, a public hearing, and City Council Approval. In addition to no automatic adjustment for inflation, Olympia's PBIA ordinance has no provision for formal recertification or sunset.

A sampling of recent PBIA budgets for 2016, 2022, and 2023 show consistent total budgets (2023 includes at $20,000 carryover from unspent funds in 2022), with an average of 42% spent on Clean & Safe services, 30% on Marketing, 22% on Streetscape Beautification, and 6% on Administration and Contingency. These figures do not include the City of Olympia's costs for collecting assessments, supporting the PBIA ratepayer board, or managing services.

	2016	2022	2023	Average
Clean & Safe	74,500	46,200	46,200	42%
Marketing	17,500	43,000	58,000	30%
Streetscape Beautification	9,500	38,900	38,900	22%
Admin & Contingency	8,500	6,900	6,900	6%
	$ 110,000	**$ 135,000**	**$ 150,000**	**100%**

Over time, rising costs coupled with flat revenue, as well as the program's administrative burden and disagreements about the most effective use of the funds collected, brought the program under increasing criticism. Issues identified are summarized in the following table.

Issues Identified with PBIA Effectiveness[4]

Equity & Fairness	Sustainability	Duplication of Effort	Governance
• Uniform fees may disproportionately impact smaller businesses. • Classification and fee schedules do not reflect modern work realities (e.g. gig economy, remote work). • Records are outdated, causing billing and voting discrepancies.	• Annual revenues do not cover City administrative and staffing costs. • Significant City resources are spent on manual recordkeeping, meeting support, finance, and complaint handling.	• Inefficient overlaps between Olympia Strong, Olympia Downtown Alliance, PBIA, and Chamber of Commerce. • Business owners often serve on multiple boards, leading to duplicated work. • Multiple entities focusing on similar missions can cause confusion and division.	• Advisory Board's scope and purpose have drifted beyond its funding advisory role. • Tensions exist due to unmet expectations and program changes (e.g., discontinuation of Downtown Ambassadors).

As a result of these concerns, the Olympia City Council unanimously passed Resolution M-2580 in November 2024, which reduced assessment rates to $0 for all ratepayers and committed to a full program reevaluation in 2025.

[3] Based on the Consumer Price Index – Urban for the Seattle-Bellevue-Tacoma region (which includes Olympia)
[4] Internal PBIA Board and City discussions leading up to this evaluation.

Evaluation Purpose & Scope of Work

In October of 2025, the City of Olympia retained Uncommon Bridges[5] to conduct a comprehensive evaluation of its PBIA program. The purpose of this effort is to evaluate Olympia's PBIA in comparison to regional and national best practices, recommend improvements to the program, and offer a roadmap for implementation. The evaluation included a review of program documents, as well as engagement with city staff, the PBIA board, board and staff of the Olympia Downtown Alliance, PBIA ratepayers, and other downtown stakeholders. This report accompanies slide presentations to the PBIA board and Olympia City Council.

BIA BEST PRACTICES

The place management industry has its origins in the decline and revitalization of America's downtowns in the decades following the Second World War. Downtowns declined in response to an explosion of suburban development driven by post-war economic prosperity, the G.I. Bill, and the Interstate Highway Project, as well as the proliferation of enclosed shopping centers. Downtowns began organizing to stay relevant and soon began to adopt coordinated common area improvement activities much like shopping centers. The need for ongoing beautification, maintenance, activation, and safety programs also created a need for sustainable funding for these services. Thus, the rise of assessment districts like Olympia's PBIA.

According to the International Downtown Association, the industry today consists of 4,000+ place management organizations globally with 2,500 in North America employing 100,000 people and paying $3 billion in wages. On average, each organization provides $1.2 million in services in its district to help businesses thrive and make the district a great place for workers, residents, and visitors.[6]

There are at least 25 place management districts in Washington state, with budgets ranging from $50,000 to more than $20 million annually. There are eleven districts in Seattle, two in Spokane, Yakima, Everett, and Richland, with a single district in at least eight other cities, including Olympia's PBIA.

Place management districts have different names in different states, and many use their own unique brand, but they are all funding mechanisms for locally based place management and share many characteristics, including:

- They are enacted by the City Council
- They are managed in and by the district itself
- Assessments are on properties and/or tenants for mutually beneficial services
- Assessment calculations are based upon local preferences (i.e., square footage, value, sales, etc.)
- Services provided are also based upon local preferences. Typical services include cleaning, safety, marketing and promotions, business development, and professional management.

[5] Uncommon Bridges is a Seattle-based consulting firm specializing in urban place management and assessment districts like Olympia's PBIA. The firm has helped plan, create, renew, expand, and/or evaluate most of these districts in Washington state, as well as in Oregon, Idaho, California, and across the country, supporting districts that collect and deploy more than $75 million annually.
[6] International Downtown Association, http://downtown.org

Services

Each place management district is unique and provides its own bundle of services based on local needs and ratepayer preferences. Public area cleaning and day-to-day maintenance, as well as a friendly uniformed presence on the street offering assistance and a sense of safety, are by far the most common place management services. An informal survey of place management programs nationally shows a wide range of activities, including but not limited to the following:

Marketing, Promotions & Events	Economic Development	Beautification	Parks & Public Spaces	Clean & Safe	Homeless Services	Transportation
Signs & Banners	Market Opportunities	Hanging Flowers	Park Activation & Management	Street Sweeping	Outreach	Connectivity
Festivals	Real Estate Development	Planters & Street Furniture	Storefronts	Pressure Washing	Care Centers	Pedestrian Safety Improvements
Farmers Markets	Development Loans – Small Business Grants	Landscaping	Green Spaces	Litter & Graffiti Removal	Mental Health Services	Parking Improvements
Advertising Campaigns	Data & Research	Seasonal Décor	Streetscapes	Ambassadors	Skill Development	Non-motorized initiatives
Business Directory	Affordability	Public Art	Emergency Preparedness	Lighting	Workforce Development	Encourage Public Transit

Assessment Methodology

As noted earlier, the vocabulary and specific requirements for place management districts are different in each state. Similarly, assessment methodology varies from one city to another and often even from one district to another in the same city. Nationally, there are two broad categories of place management districts: those that assess properties and those that assess tenants (which might be businesses, nonprofits, public agencies, residents, and so forth). These two types of districts have many similarities but are quite distinct in important ways.

Property-Based Districts: Most property-based districts assess each property parcel within a specific boundary to pay for services that benefit all properties in the district. Some districts vary the assessment rates for certain uses and/or ownership types. For example, some districts do not assess owner-occupied residential properties; others don't assess residential uses at all or assess residential uses at a different rate than commercial properties. Similarly, some districts do not assess government properties or assess such properties at a different rate. The same goes for properties that are owned by nonprofits and/or occupied by nonprofit uses. How the assessments are calculated is also unique to each district. The most common metrics are land area, building square footage, land and/or improvement value. The most important distinguishing characteristic of property-based districts is that property data is almost always public information and kept up to date by the local tax assessor because it is a primary factor in levying general government taxes. This means that place management district assessments can be based on widely available public information that anyone can look up to confirm the accuracy of an assessment invoice.

Tenant-Based Districts: Tenant-based districts generally operate on similar principles, with all tenants within a specific boundary paying for services that benefit all establishments in the district. Variations are common for certain types of businesses, residential uses, nonprofits, government uses, and so forth. Common metrics for calculating tenant-based assessments include total square footage, occupied square footage, number of employees, gross sales, and others. Discounts or exemptions for nonprofit, government, and/or community service uses are common. The primary challenge with tenant-based assessments is that there is no accurate data available for what tenants exist, how many square feet they occupy, how many employees they have, and/or what their gross sales are. Some of these metrics are known by individual landlords or tax

assessors but are rarely public information and often quite closely guarded. As a result, building and maintaining a schedule of who is required to pay the assessment how much they need to pay is exceedingly labor intensive and time-consuming.

Some observers note that property owners are likely to pass property-based assessments through to their tenants as added charges on top of lease payments and/or through higher rents. Despite the truth in this observation, the benefits of simplicity and accuracy of property-based assessment remain. As the place management industry evolved over the last several decades, many tenant-based districts were replaced by property-based districts for the reasons noted above. Some places have both property- and business-based districts performing complementary functions. Some districts assess both properties and tenants. In general, ***the best practice in the place management industry is to base assessments on publicly available information, which usually means property assessments using county assessor data to calculate individual payments***.

The Olympia PBIA uses a tenant-based assessment methodology which has many of the associated challenges noted above.

Governance & Operations

How place management districts are governed and operated is as varied as the way their assessments are calculated. Several issues frame these variations:

- Who calculates the assessments, invoices ratepayers, and collects payments? (This is usually the city.)
- Who provides the services?
- Who supervises service delivery operations?
- Who holds the operators accountable to ratepayers?
- How does the city mitigate its risks? (Assessments, collections, and services are all under the city's authority.)
- How do ratepayers ensure that their payments are being appropriately used?
- How do local citizens follow these public services being undertaken under their city government's authority?

Over time, the place management industry has evolved toward a best practice in which three entities are involved in governing and operating a district. The **city government** levies assessments, collects funds, and ensures compliance with local regulations. A **Ratepayer Advisory Board** represents the ratepayers to establish annual priorities, oversee operations, and ensure accountability to ratepayers. A **Program Manager** delivers the appropriate services, either directly or through one or more contractors.

City Government: It is the city council's authority that allows mandatory assessments for special purposes that make place management districts possible. With the city council's authorization, the city government calculates assessments on, sends invoices to, and collects payments from individual ratepayers according to the assessment formula in the ordinance. The city then contracts with the Program Manager as advised by the Ratepayer Advisory Board. The City Council also receives annual reports from the Ratepayer Advisory Board on the district's performance and adjusts assessment amounts when needed.

Ratepayer Advisory Board: In most cases, a Ratepayer Advisory Board establishes priorities for services within the parameters of the ordinance, approves an annual budget for use of assessment revenues, monitors service delivery, and advises the City Council on whether the program is meeting ratepayer expectations.

Program Manager: The organization that administers the operations of the district. The Program Manager is recommended by the Ratepayer Advisory Board to the City Council, and the city administration contracts with the Program Manager operate the programs of the district in alignment with the ordinance. The Program Manager administers the funds in accordance with the approved budget through direct expenditures and/or contracts with service providers. The Program Manager's administration must comply with all applicable provisions of law, resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies.

The most common type of Program Manager is a nonprofit organization whose mission is dedicated to the betterment of the area, like the Olympia Downtown Alliance. It is also common for the Program Manager entity to have additional sources of revenue for programs beyond the scope and/or budget of the assessment district. Such funds often come from membership fees, grants and donations, service contracts, and/or voluntary assessments from properties or tenants outside the district's

boundaries or otherwise exempt from assessment. The use of those funds is not determined by the Ratepayer Advisory Board, but rather by the board of directors of the Program Manager entity.

FINDINGS

A fundamental best practice in the formation and amendment of place management districts is engaging with the community, particularly current and potential ratepayers. Buy-in from those who are paying is important as their feedback and support are key to ensuring the success and longevity of the organization. For a new district or a major restructuring of an existing district, many jurisdictions require documented support from the affected ratepayers. As such, while it is useful to look to comparable districts to better understand the types and levels of services provided, each district has its own unique collection of ratepayers, stakeholders, and resources that shape priorities. Soliciting and integrating ratepayer input is critical to the success of any district. In Uncommon Bridges' experience, this input is most effectively gained through an iterative process in which various scenarios for services and assessments are tested with influential ratepayers to find the right fit for local conditions and priorities.

The findings and recommendations provided here offer comparisons to regional and national best practices, as well as reflections of interviews, focus groups, and informal discussions with dozens of stakeholders in downtown Olympia, including many of those paying into, managing, and impacted by the existing PBIA. It is not, however, the product of a thorough, iterative process of testing and evaluating options with key stakeholders to refine a specific structure for assessment, services, governance, and operations for a place management district that would be the best fit for downtown Olympia. That iterative process is the logical next step.

Olympia's current PBIA structure does not align with best practices

PBIA rates are unchanged since 2005

As noted earlier, Olympia's PBIA rates are based largely on the number of employees of individual ratepayers, as well as a flat fees for residential rooms and personal care workstations. None of these metrics inherently keep up with inflation. Best practices are that if constant metrics are the basis of assessment, then rates should be adjusted regularly to reflect rising costs.

The amount assessed in 2024 would be $200,231 if the 2005 rates had been adjusted for inflation, as shown in the table on the right.

Category	2005 Rate	# of Ratepayers	2005 Totals	2024 CPI Adjusted Rate	2024 Torals
P1	$ 150	148	$ 22,200	$ 266	$ 39,294
P2	$ 200	166	$ 33,200	$ 354	$ 58,764
P3	$ 225	5	$ 1,125	$ 398	$ 1,991
P4	$ 250	51	$ 12,750	$ 443	$ 22,568
P5	$ 300	34	$ 10,200	$ 531	$ 18,054
P6	$ 375	2	$ 750	$ 664	$ 1,328
P7	$ 400	29	$ 11,600	$ 708	$ 20,532
P8	$ 500	12	$ 6,000	$ 885	$ 10,620
P9	$ 600	13	$ 7,800	$1,062	$ 13,806
P0	$ 750	10	$ 7,500	$1,328	$ 13,275
		470	**$ 113,125**		**$ 200,231**

Tenant-based assessments are problematic

As noted earlier, the problem with tenant-based assessments is that there is no accurate data available for what tenants exist, nor verifiable metrics on which to base an equitable assessment. Tenants also change much more often than property owners. This means that building and maintaining a schedule of who is required to pay how much is difficult and time-consuming. The best practice in the place management industry is to base assessments on publicly available information, which usually means property assessments using county assessor data.

Conversations with ratepayers, PBIA board members, and city staff in Olympia highlighted challenges with the calculation and collection of assessments from ratepayers. With a tenant-based assessment, the work of developing and maintaining an accurate list of ratepayers is an ongoing and time-consuming process that consumes considerable district resources.

Burnout due to failed property-based district effort

For the reasons noted, a group of downtown property and business owners organized by the Olympia Downtown Alliance attempted to create a property-based district a few years ago. The proponents formulated a proposal for a *Downtown Improvement District* or *DID* and circulated a petition of support to property owners. They documented support from property owners representing a majority of the assessment, but failed to meet the 60% threshold required and eventually gave up. When asked about making another effort to replace the existing tenant-based PBIA with a property-based assessment, downtown opinion leaders expressed considerable burnout from the earlier effort and showed little enthusiasm for trying again.

Olympia's PBIA doesn't raise enough money to be effective

The level of services and corresponding assessment that are appropriate for downtown Olympia is clearly a local decision that should be guided by iterative engagement with influential ratepayers, as noted earlier. Nevertheless, it is instructive to compare Olympia's current levels of services to those of nearby districts with similar characteristics. Place management districts in the Puget Sound region vary significantly, with budgets ranging from $100,000 to more than $20 million annually, but this evaluation offers two useful comparisons.

Downtown Everett has had a BIA in place since 1990, renewing and adjusting its boundaries and rates every five years since then. The City of Everett collects slightly more than $600,000 each year from a property-based assessment that is based on the total value and land area of individual properties. The City contracts with the Downtown Everett Association (DEA) to manage and deliver services. The DEA also gets revenue through donations, grants, and service contracts that bring its total budget to about $1.2 million per year. Everett's PBIA (known locally as the Downtown Improvement District) provides cleaning and beautification services, marketing and events, business development, and professional management.

The **West Seattle Junction** Business Improvement Area assesses businesses like Olympia's PBIA. The City of Seattle formed the WSJBIA in 1987 and has made several adjustments to boundaries and rates since then. The City contracts with the West Seattle Junction Association to manage and deliver services. The Association also generates revenue through donations, grants, and service contracts, bringing its total budget to about $1.3 million annually. The West Seattle Junction district provides clean and safe services, as well as marketing and events, repairs and maintenance, business support, and professional management.

While neither downtown Everett nor West Seattle is just like downtown Olympia, they are of a similar scale, as shown here.

Downtown Everett and West Seattle have somewhat more and somewhat less total real estate value than downtown Olympia, respectively. Both have substantially less land area. Everett has about the same building square footage, while West Seattle has just over half as much. Both have somewhat more value per building square foot (150% and 130% respectively).

	Downtown Olympia	Downtown Everett	West Seattle Junction
PBIA Assessment	$114,575	$510,249 (400% of Olympia)	$570,000 (500% of Olympia)
Real Estate Value	$800 million	$1.3 billion 150%	$600 million 75%
Land Area (Lot Square Feet)	7.5 million	4.5 million 60%	1.7 million 20%
Building Area (Building Square Feet)	4.3 million	4.5 million 105%	2.5 million 58%
Value / Square Foot (of land)	$186	$288 150%	$240 130%

The major takeaway from this table is that downtown Everett and West Seattle Junction are assessing four and five times as much as downtown Olympia. As such, this simple peer comparison would suggest that downtown Olympia may benefit from a substantially larger assessment.

Another relevant observation on the amount collected is that with a tenant-based assessment with collections, governance, and operations all managed by the city itself, the administration costs will be high in relation to the total amount collected and value of services delivered. Raising and deploying additional resources would not increase administrative costs proportionately to the amount collected, and therefore, the proportion of collections dedicated to administration would go down.

Perceptions

PBIA Services may not align with ratepayer priorities

Ratepayers in Olympia have expressed their interest in services focused on a clean and safe downtown environment, along with more support in advocacy. Historically, due to the limited assessment revenue, funding has gone to beautification and arts-related services such as flower baskets. During this evaluation process, stakeholders said that a clean and safe downtown is a priority for them, primary services including Trash pickup and removal, glass recycling, addressing pests/rodents, and public restroom availability. They also expressed the value of investments in public safety, such as non-police crisis response and homelessness response services being available in the city. Stakeholders showed their appreciation for programming such as the ArtWalk and said their hope is that the expansion of the footprint of those programs to better reach all businesses in the PBIA zone would enhance their satisfaction. Scaling up service delivery so that all businesses in the PBIA zone feel they are served by the board's work would be a strategy to move the work forward. Ratepayers want the benefits received to be equitably distributed across the area.

A review of the PBIA's 2024 workplan and notes from its 2024 advisory board retreat (at right) show recent emphasis on physical improvements, beautification, and lighting, with less on direct cleaning and safety services (though lighting is certainly a safety improvement).

Public perceptions of PBIA are quite poor

The perception of a place management district is important to its success. Ratepayers are choosing to pay for services that go beyond essential government services and directly benefit their business and community. People want to know that they are getting the best value for their money and have faith in the individuals they are entrusting to deploy those funds.

During community engagement for this evaluation, downtown Olympia ratepayers shared their dissatisfaction with the relationship between City of Olympia employees who were

2024 PBIA Work Plan Priorities & Considerations

Recap of the 2024 PBIA Advisory Board Retreat

In 2024, the PBIA Advisory Board is seeking to prioritize projects, activities, and budget recommendations that:

- Improve perceptions of Downtown
- Invest in tangible benefits that enhance the experience of Downtown
- Strengthen Downtown's unique character and culture
- Ensure the voices of Downtown businesses are heard
- Connect Downtown businesses with valuable information and resources (especially for those who don't feel like they have access)
- Build community and foster connection among Downtown businesses
- Strengthen the relationship between downtown businesses and the City
- Create and strengthen partnerships and collaborations that benefit Downtown
- Engage in the democratic process
- Cultivate Downtown community pride, loveability, and resiliency (placemaking)
- Promote and support Downtown's small and independent business network

Additional criteria PBIA Advisory Board may seek to consider in developing the 2024 Work Plan:

- Opportunities that require minimal staff lift so that staff efforts can also go toward addressing equity issues and process improvements
- Opportunities to "right-size" investments and projects so that impact is aligned with the size of the PBIA Fund (budget)
- Opportunities that are meaningful and effective (e.g. investments that make a difference for Ratepayers, not duplicating efforts of others, etc.)

PBIA Workplan 2023

Title	Board Hours	Staff Hours	Budget
Annual Ratepayer Meeting	3	3	$ 2,000
PBIA Projects			
Event Sponsorship	2	3	$ 7,000
Public Art	1	5	$ 6,000
Special Project (Night Market RFP)	4	20	$ 37,500
Lighting	2	5	$ 10,000
Murals	1	1	$ 18,000
Alley Lighting	1	1	$ 15,000
Mural Tours	1	1	$ 3,500
Board Activities			
Monthly Meetings	20	20	$ -
Business Survey			$ -
Downtown Imp. District discussions	2	2	$ -
Updates			
Public safety & homelessness	0.5	1	$ -
Garbage pick-up	0.5	1	$ -
Other	0.5	0.5	$ -
Administration	2	2	$ -
	40.5	**65.5**	**$ 99,000**

managing the PBIA and the PBIA Board they were supporting. Much of the dissatisfaction was centered on individuals who are no longer working on the PBIA, and ratepayers expressed a much more positive view of the current working relationship between the PBIA and the city.

There were also comments about the PBIA funding the wrong services, being ineffective, and/or inefficient. In Uncommon Bridges experience with many place management districts, these perceptions probably hold some truth but are likely also very much influenced by how well the PBIA communicates what it is doing. In our experience, most city employees have many responsibilities, with the PBIA as only a small part of their job description. As such, the reality and perceptions of PBIA effectiveness are only a small part of that city employee's overall job performance. This provides little motivation to put in extra effort either on PBIA services or on communicating with ratepayers. A Program Manager entity whose mission and very existence are dependent on effective services and communication with stakeholders has a much higher motivation to get the services right and make sure everybody is aware of the work being done.

Public perceptions of the Olympia Downtown Alliance are strong

While many downtown stakeholders expressed frustrations with the PBIA, most spoke quite highly of the Olympia Downtown Alliance (ODA). ODA's mission is to act as a catalyst for a vibrant and thriving downtown through service to businesses and property owners. Its goals are advocacy, clean, safe & healthy, economic development, branding, and financial health.

ODA is an active member of the Washington Main Street Program and uses meaningful donations from the Main Street Tax Credit Program toward its mission. The ODA also provides quite a few services to downtown that are funded by the City of Olympia. It also receives funds through memberships, donations, and other service contracts. One of ODA's most visible programs is the Downtown Guide program, which plays an ambassadorial role to visitors while also working with Olympia's most vulnerable street populations. Funded by the city and private contracts, the program serves downtown seven days a week and employs four full-time guides.

Several stakeholders said they think the ODA is oriented to serve property owners, while the PBIA is more for businesses. A review of each entity's activities and conversations with their leaders does not support this perception, however, with both being dedicated to the overall health of downtown and all of its stakeholders.

Efficiencies

PBIA board meets more often than needed to do its job

In alignment with industry best practices, the purpose of a Ratepayer Advisory Board is to set priorities, approve budgets, monitor program delivery, and advise the City Council about future rates and the effectiveness of the Program Manager. Most Ratepayer Advisory Boards defer operations decisions to the Program Manager, and many find quarterly (or bi-monthly) meetings to be adequate to do their jobs. More frequent meetings are time-consuming for both volunteer board members and staff, and they also increase the board's temptation to get involved in decisions and activities that go beyond their primary purpose. This might include micro-managing operational decisions, inventing new initiatives without resources to carry them out, and taking on an advocacy role with the city that is beyond the board's charge. This evaluation heard quite a few examples of each of these digressions from the PBIA board's primary functions.

City staffing of the PBIA board and services is cost-inefficient

Government agencies are well known for their substantial administrative overhead costs. This is because governments operate in an environment of intense public scrutiny at every level, with expectations of transparency, documentation, oversight, and detailed public accountability that exceeds most private and nonprofit organizations. Government employees are also comparatively well compensated in both salary and benefits, especially at the lower and middle ranges. All of this means that using city staff to support the PBIA board and manage service delivery is more expensive than using a nonprofit partner for these functions. Most place management district boards are supported by the Program Manager entity that also manages and deploys district services.

Strengths | Weaknesses | Opportunities | Threats Summary (SWOT)

To summarize the findings above, it may be useful to organize them as internal strengths and weaknesses, and external opportunities and threats. That is, strengths and weaknesses reflect things the PBIA board and staff can control, while opportunities and threats reflect developments in Olympia and the larger world that are less within PBIA's control but will nevertheless impact its success.

Strengths	Weaknesses
• Robust business base • Solid history of services • City commitment to downtown • Passionate PBIA board • Reputation of strong performance by the Olympia Downtown Alliance	• Thin business mix & economic base • Persistent issues with street disorder • Not enough money to get much done • Inefficient staffing • Out-of-date assessment model • No provision to keep up with inflation
Opportunities	**Threats**
• Property-based assessment • More revenue and services • Cost-effective management & operations • Partnership with ODA	• Erosion of credibility • Ratepayer revolt • Termination of the PBIA • Downtown stagnation

RECOMMENDATIONS

Despite current challenges with its current structure, downtown Olympia has enjoyed many benefits from its Parking and Business Improvement Area and continues to do so. Many physical improvements, clean and safe services, events, and marketing activities exist because the PBIA provided start-up, catalytic, and/or operational funding. Olympia still needs stable funding for place management and would benefit from more of it. This will be even more beneficial if the district's structural, governance, and operational weaknesses are corrected.

For reasons that have already been explained, Olympia will be best-served by a property-based assessment district that relies on publicly available data from the Thurston County Assessor. Because the recent attempt to create a property-based district (DID) is still fresh in people's minds, it may be too soon to launch another effort. Nevertheless, this should still be the goal.

In the meantime, the City Council should 1) substantially increase PBIA assessments and budgets to fund more robust services; and 2) reconfigure PBIA administration and services for cost-efficiency and effectiveness.

Substantially increase PBIA assessments & budgets

As noted earlier, simply catching up with inflation would mean doubling the PBIA budget to something like $200,000 per year. A simple peer comparison with other communities in Washington, and especially with PBIAs and PBIAs in similar areas, suggests that downtown Olympia might consider assessments and services with an annual budget on the order of $500,000. This is four to five times the last PBIA annual budget, and such a change will require support from a substantial number of ratepayers. Getting that support will require an iterative outreach process led by a small group of influential downtown stakeholders. An increase in budget should be accompanied by the administrative and services reconfigurations outlined in the following section.

The simplest way to increase the PBIA assessments to provide resources for more robust services would be to increase the rates within the current structure. This table shows rates to reflect inflation since 2005 (~ $200,000 budget) and rates to produce a budget of about $500,000. This is just simple arithmetic and does not reflect agreement by ratepayers on priorities or levels of service. Regardless, it may offer a place to start in building consensus around a more robust PBIA program.

	2005	# of		2024 CPI Adjusted		$500k Budget	
Category	Rate	Ratepayers	2005 Totals	Rate	2024 Totals	Rate	Budget
P1	$ 150	148	$ 22,200	$ 266	$ 39,294	$ 663	$ 98,122
P2	$ 200	166	$ 33,200	$ 354	$ 58,764	$ 884	$ 146,740
P3	$ 225	5	$ 1,125	$ 398	$ 1,991	$ 994	$ 4,972
P4	$ 250	51	$ 12,750	$ 443	$ 22,568	$ 1,105	$ 56,354
P5	$ 300	34	$ 10,200	$ 531	$ 18,054	$ 1,326	$ 45,083
P6	$ 375	2	$ 750	$ 664	$ 1,328	$ 1,657	$ 3,315
P7	$ 400	29	$ 11,600	$ 708	$ 20,532	$ 1,768	$ 51,271
P8	$ 500	12	$ 6,000	$ 885	$ 10,620	$ 2,210	$ 26,519
P9	$ 600	13	$ 7,800	$1,062	$ 13,806	$ 2,652	$ 34,475
P0	$ 750	10	$ 7,500	$1,328	$ 13,275	$ 3,315	$ 33,149
		470	**$ 113,125**		**$ 200,231**		**$ 500,000**

1) Increase residential assessments to be equitable with other uses

Another issue with downtown Olympia's existing PBIA rates is that residential uses are assessed at very low rates. When the PBIA was launched in 2005, there was very little housing in downtown Olympia, and most of what was there was subsidized for residents with limited resources. Today there are hundreds of market rate apartments in downtown Olympia. As of 2024, the residential rates for the PBIA were $200/year for hotels or apartment buildings with 30 rooms or less; $300 for hotels or apartment buildings with 31–50 rooms; and $400 for hotels or apartment buildings with 51or more rooms. These numbers are very small in contrast to the $100-$200/year per unit assessed in other districts in the Puget Sound region.

Residents gain considerable benefit from place management services because a clean, safe, and vibrant district is as desirable to residents as it is to workers and visitors.

Some observers worry about PBIA assessments making housing less affordable. It is worth noting that these are annual assessment rates for apartments renting for something like $2,000/month. As such, an annual assessment of $100 is less than ½ of 1% of the rent. Some of Olympia's downtown housing continues to be subsidized for lower-income residents, and the city may want to offer a discount for those residences. The most common discount for subsidized housing and other tax-exempt uses in the Puget Sound region is to assess those ratepayers at 25% the rate of for-profit ratepayers.

If assessments on residences were increased to rates comparable to similar districts in the region, it would impact the calculations in the previous table. The table below shows the resulting rates and total assessments for both residential and non-residential properties if a budget of $500,000 were the goal and the 1,501 residential units were assessed at $100/year.

	2005	# of		2024 CPI Adjusted		$500k Budget		Residential	Non-res.	$500k w/Residential @ $100	
Category	Rate	Ratepayers	2005 Totals	Rate	2024 Totals	Rate	Budget	Properties	Ratepayers	Rate	Budget Totals
P1	$ 150	148	$ 22,200	$ 266	$ 39,294	$ 663	$ 98,122		148	$ 464	$ 68,665
P2	$ 200	166	$ 33,200	$ 354	$ 58,764	$ 884	$ 146,740	26	140	$ 619	$ 102,689
P3	$ 225	5	$ 1,125	$ 398	$ 1,991	$ 994	$ 4,972		5	$ 696	$ 3,480
P4	$ 250	51	$ 12,750	$ 443	$ 22,568	$ 1,105	$ 56,354		51	$ 773	$ 39,436
P5	$ 300	34	$ 10,200	$ 531	$ 18,054	$ 1,326	$ 45,083	9	25	$ 928	$ 31,549
P6	$ 375	2	$ 750	$ 664	$ 1,328	$ 1,657	$ 3,315		2	$ 1,160	$ 2,320
P7	$ 400	29	$ 11,600	$ 708	$ 20,532	$ 1,768	$ 51,271	9	20	$ 1,237	$ 35,879
P8	$ 500	12	$ 6,000	$ 885	$ 10,620	$ 2,210	$ 26,519		12	$ 1,547	$ 18,558
P9	$ 600	13	$ 7,800	$1,062	$ 13,806	$ 2,652	$ 34,475		13	$ 1,856	$ 24,126
P0	$ 750	10	$ 7,500	$1,328	$ 13,275	$ 3,315	$ 33,149		10	$ 2,320	$ 23,198
		470	**$ 113,125**		**$ 200,231**		**$ 500,000**	**44**	**426**		**$ 349,900**
										Residential Units:	1,501
										Residential Rate:	$ 100
										Residential Assessment:	$150,100
											$ 500,000

As an example, the table below highlights a "P2" ratepayer. This P2 ratepayer has been assessed at $200/year since 2005. If rates were adjusted for CPI to 2024, a P2 ratepayer would pay $354/year. If the total budget were set at $500,000, a P2 ratepayer would pay $884/year. If residential units were assessed at $100/year each and the total budget was $500,000, then a non-residential P2 ratepayer would be assessed at $619/year.

	2005	# of		2024 CPI Adjusted		$500k Budget		Residential	Non-res.	$500k w/Residential @ $100	
Category	Rate	Ratepayers	2005 Totals	Rate	2024 Totals	Rate	Budget	Properties	Ratepayers	Rate	Budget Totals
P1	$ 150	148	$ 22,200	$ 266	$ 39,294	$ 663	$ 98,122		148	$ 464	$ 68,665
P2	$ 200	166	$ 33,200	$ 354	$ 58,764	$ 884	$ 146,740	26	140	$ 619	$ 102,689
P3	$ 225	5	$ 1,125	$ 398	$ 1,991	$ 994	$ 4,972		5	$ 696	$ 3,480
P4	$ 250	51	$ 12,750	$ 443	$ 22,568	$ 1,105	$ 56,354		51	$ 773	$ 39,436
P5	$ 300	34	$ 10,200	$ 531	$ 18,054	$ 1,326	$ 45,083	9	25	$ 928	$ 31,549
P6	$ 375	2	$ 750	$ 664	$ 1,328	$ 1,657	$ 3,315		2	$ 1,160	$ 2,320
P7	$ 400	29	$ 11,600	$ 708	$ 20,532	$ 1,768	$ 51,271	9	20	$ 1,237	$ 35,879
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		470	**$ 113,125**		**$ 200,231**		**$ 500,000**	**44**	**426**		**$ 349,900**
										Residential Units:	1,501
										Residential Rate:	$ 100
										Residential Assessment:	$150,100
											$ 500,000

2) Use an easier metric to calculate assessments

There is nothing inappropriate with Olympia's current practice of basing assessments on the number of employees for individual businesses, but it is very hard to establish an assessment roll and keep it up to date. The only real source of how many employees each business has is to ask the businesses themselves. Experience with many place management organizations (including reported experience in Olympia) shows that individual ratepayers often do not respond to requests for information, provide inaccurate information, and/or challenge their PBIA invoices.

The matrix of formulas used for Olympia's PBIA have not changed since 2005 and no longer reflect the mix of uses in the district (as noted above regarding residential uses). Administrative burden has also been a significant challenge for city staff in administering the PBIA. Building square footage is a more transparent and predictable metric because overall building square footage is publicly available from the Thurston County Assessor, which provides a basis for estimating individual unit size. Those individual unit sizes will remain more consistent from year to year than the employee count.

According to the Thurston County Assessor, the buildings within the PBIA's boundary collectively have approximately 4.3 million building square feet (BSF). $500,000 divided 4.3 million BSF equals approximately 12¢ / BSF. That calculation assumes that ratepayers would be assessed for every building square foot in the district, which is not realistic. During ratepayer engagement and consensus building, there are certain to be many adjustments, which are likely to include non-leasable space (hallways, etc.), vacant space, storage space, certain uses (i.e., subsidized housing, places of worship, etc.), and others. As such, considering an initial rate of 15-20¢ / building square foot might be a good place to start.

It is also worth noting that the arithmetic in the previous paragraph assumes that all uses pay the same rate. If rates are to be lower in zones 2 and 3, they will need be comparatively higher in zone 1. Similarly, if residential uses are assessed at a per-unit rate, that would have an impact on other rates if the total budget were the same. According to the Assessor, there are 1,501 residential units within the PBIA boundary, with about 1.6 million building square feet in residential properties. If those 1.6 million BSF were assessed at 12¢/BSF, it would equal $192,000, which divided by 1,501 equals $128/unit. If the per-unit rate were lower, then the rates on other uses would need to be a bit higher to achieve the same total budget.

Of course, all of these recommendations assume agreement among a majority of ratepayers that a more robust portfolio of PBIA services is something they want to invest in. The process for building that consensus is addressed in the Roadmap section.

Reconfigure PBIA administration and services for cost-efficiency and effectiveness

3) Designate an independent Program Manager to streamline PBIA operations and administration

Olympia needs both a Ratepayer Advisory Board and a Program Manager (operating entity). As described earlier, this aligns with regional and national industry standards and will be more efficient and cost-effective. Uncommon Bridges recommends that the Olympia Downtown Alliance be designated as the Program Manager for the PBIA. Of course, doing so is only feasible if the ODA agrees, and there should be robust conversations including the PBIA board, city staff, ODA staff, and ODA board. Everyone knows about this recommendation, and all parties appear willing to work out the details.

In its role as Program Manager, ODA should be expected to support the PBIA board, deliver or contract for PBIA services, and report progress regularly to the PBIA board and City Council. It is appropriate and recommended that ODA be paid an administrative fee in addition to the direct costs of these services because taking on these additional duties will place a meaningful administrative burden on the organization.

4) Have fewer PBIA meetings with better reporting

The PBIA board should meet 4-6 times a year, as well as hold an annual meeting for all ratepayers. The bi-monthly or quarterly board meetings should be limited to setting annual priorities, approving annual budgets, monitoring performance, and reporting results to ratepayers and the city council.

Based on recommendations from the Program Manager, the PBIA board should adopt a consistent set of clear performance metrics and expect consistent tracking and reporting by the Program Manager. These performance metrics should cover services performed, outcomes from those services, and the health of downtown.

5) Transfer day-to-day operations to a nonprofit program manager

In addition to supporting the PBIA board as described above, day-to-day operations should be executed by the Program Manager (i.e., Olympia Downtown Alliance). This will include professional staff to create and deploy marketing and communications strategies, contract for physical improvements and advertising, and supervise clean and safe programs. In addition to environmental design strategies (i.e., lighting) clean and safe programs are likely to include uniformed personnel to provide cleaning, maintenance, and ambassadorial services. These services may be deployed directly by employees of the Program manager and/or by paid contractors. A skilled Program Manager will be able to augment PBIA-funded services with complimentary services that are paid for by contracts with other public, private, and/or nonprofit funders. For example, the Olympia Downtown Alliance is already providing on-the-street services that are paid for from multiple sources.

ROADMAP

In Uncommon Bridges' experience, ratepayer input into new or reinvented districts is most effectively gained through an iterative process in which various scenarios for services and assessments are tested with influential ratepayers to find the right fit for local conditions and priorities. The recommendations provided here reflect regional and national best practices, as well as input from interviews, focus groups, and informal discussions with dozens of stakeholders in downtown Olympia. The next logical step is an iterative process to find agreement on what is best for Olympia at this time. The following roadmap outlines just such a process.

1) Final Presentations & Report (March 2026)

This Evaluation Report is being distributed to interested parties and presented to the City Council, PBIA Board, and Olympia Downtown Alliance Board in March 2026.

2) Agreement to Proceed (City; PBIA Board; ODA) (< 1 month)

The first step in updating the PBIA is agreement between the City of Olympia, PBIA Board, and Olympia Downtown Alliance that they are open to significant changes to the current program and willing to actively participate in designing and implementing a mutually agreeable structure and assessment mechanism.

3) Form a "Leadership Group" to Build Consensus (< 1 month)

The creation, renewal, expansion, and/or reinvention of place management districts is usually led by a small group of influential stakeholders who have the respect of those who will be expected to pay into the resulting assessment district. This group (6-10 people is ideal) should include some of the largest ratepayers, as well as others who have the respect of the various types of future ratepayers. The group should plan to meet half a dozen times and be prepared to do a fair amount of individual outreach to their peers.

4) Revenue & Services Budgets (3-6 months)

The first task of the Leadership Group is to agree on a program of services and assessment mechanism that they can get ratepayers to support. As noted earlier, this is best done through an iterative process of scenarios, one-on-one engagement with thought leaders, refinement, and agreement. This task should produce a specific assessment mechanism, a budget estimate, and a general idea of priority services and their costs.

5) Operations Plan with ODA (2 months, overlapping with tasks before and after)

Once there is general agreement on the desired services and budget, a detailed Operations Plan is needed to finalize the proposal to the City Council. This Operations Plan should include details about how, when, how much, and by whom services will be delivered. For example, if cleaning services are part of the proposal, how often will sidewalks be swept, how often will they be pressure washed, will graffiti be removed and how often, will these services be provided by employees of the Program Manager entity or by outside contractors, are all questions that will need to be answered in the Operations Plan. The same would apply to ambassadors, as well as marketing programs and physical improvements.

6) Community Open Houses (1 month)

Once the Leadership Group agrees that the Assessment Mechanism and Operations Plan are supported by key ratepayers and thought leaders, one or more Community Open Houses should share these plans with ratepayers, other stakeholders, and the public. The Leadership Group should be ready to answer questions and potentially make adjustments based on feedback.

7) ODA & PBIA Approval (< 1 month)

After final adjustments are made, the PBIA and ODA boards should formally endorse the proposal for approval by the Olympia City Council.

8) Council process on PBIA (2-3 months)

With PBIA and ODA endorsement, the city should proceed with a formal City Council process, which is likely to include one or more Council committee meetings and at least one public hearing before final approval.

9) Launch new PBIA assessment / collection / oversight / services

Once the City Council passes an ordinance updating the PBIA, the city administration will move forward with calculating assessments, sending invoices, and collecting payments. The city will likely benefit from the help of the Program Manager in building the assessment roll if this continues to be a tenant-based district. Concurrent with the city's collection effort, the Program Manager will proceed with ramping up and launching services, including hiring employees or entering into outside contracts, building service schedules, and so forth. It will also include updating the PBIA Board if needed and developing a meeting schedule.

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City Council

Approval of the 2026 Neighborhood Matching Grant Allocation

Agenda Date: 4/14/2026
Agenda Item Number: 6.B
File Number:26-0262

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

Title
Approval of the 2026 Neighborhood Matching Grant Allocation

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve the Grant Review Team recommended Neighborhood Matching Grant proposals and authorize the completion of contracts for the proposals.

Report
Issue:
Whether to approve the Grant Review Team recommended Neighborhood Matching Grant proposals and authorize the completion of contracts for the proposals.

Staff Contact:
Brittany Gillia, Associate Planner, Community Planning & Economic Development, 360.753.8427

Presenter(s):
Brittany Gillia, Associate Planner

Background and Analysis:
The City's Neighborhood Matching Grant (NMG) program has operated for over 25 years, providing small reimbursement-based grants to Recognized Neighborhood Associations (RNAs) that get matched with volunteer labor and RNA contributions to support projects that enhance Olympia's neighborhoods. The NMG program focuses on projects that are appropriate for citizen level management that encourage residents to identify opportunities and actively participate in making improvements to their neighborhood and broader community.

2026 Application and Review Process
The City Council approved a budget of up to $33,000 to fund the Neighborhood Matching Grant program. Grant awards range from up to $5000 for a single RNA and up to $8,000 for joint RNA applications. Grant awards can cover up to 50% of project costs and must be matched by the RNA

with direct financial contribution and/or in-kind labor and materials.

Following feedback from community members, City Council, and staff, the program has been updated to better meet neighborhood needs and interests. The updates focus on several areas of the program, such as expanding the timeline for spending and completing projects, and broadening the program's goals to include emergency preparedness, climate resilience, belonging and equity, community partnerships, safety, and RNA organizational growth.

Applicant eligibility criteria were also updated and as a result this year the program is open to informal neighborhood groups for awards up to $600. Funding for these groups is intended to support emerging neighborhood associations by providing access to resources for small, quick-win projects that align with program goals, or for activities that help the group prepare to operate as a Recognized Neighborhood Association (RNA).

A total of 13 applications were received for 2026. One application withdrew from the program, one application was deemed ineligible, and the remaining 11 were reviewed by an interdisciplinary team of City staff and two City Council members. Applications were evaluated against a new review criterion that can be found in the Grant Program Description attached to the staff report.

The total amount requested in initial applications was $36,643.97, which created a competitive grant review. The attached Grant Review Team Recommendation table provides a summary of the applications recommended for funding. Staff is recommending full funding for nine (9) of the proposals and partial funding for two (2) of the proposals, for a total of $32,544 in grant awards. After including the administrative fees for the grant application software, the requested total for 2026 is $33,097.00.

Climate Analysis:
Several of the proposed projects will result in long term reductions of greenhouse gas emissions in the following sectors: Transportation & Land Use, and Agriculture, Forests and Urban Tree Canopy.

Projects will support the following strategies:

- Increase the use of active travel such as walking and biking through the establishment of opportunities to gather and play within neighborhoods and maintaining existing pathways.
- Preserve and manage green space to sequester carbon and preserve urban tree canopy. Green space and tree canopy provides shade and mitigates urban heat island effects through the maintenance, addition and preservation of existing vegetation and trees within neighborhoods.

Additionally, the grant was updated this year to encourage and promote community resilience to support neighborhoods in improving neighborhood preparedness and environmental health. This year's program goals include neighborhood improvements that support environmental sustainability and increase access to community resources and connecting people to information and community resources.

Equity Analysis:
Residents that are part of RNAs who chose to apply for grant funding and scored highest, will benefit from this action. Each application was scored by the grant review team after analyzing the proposals

against the program goals.

This year, the program is taking a new approach at eligibility to step toward a more equitable approach for neighborhood grant fund allocation. In previous years, only RNAs have been eligible to apply for funds, which requires a neighborhood group to have elected officers and a board, regular meetings, bylaws, and a geographic neighborhood boundary that get sent to the City annually to keep their active status. This has resulted in multiple areas throughout Olympia's city limits and Urban Growth Area (UGA) that did not have the ability to apply to the grant program. Some areas currently not represented by RNA's are within areas of higher burden per the Thurston County Storm Water Equity Index map.

To address this, the grant is trialing a new program eligibility by inviting "Informal Neighborhood Groups" to apply, which must include at least four (4) residents who are connected by a defined geographic area within the City limits or UGA. Funding for these groups is intended to support emerging neighborhood associations by providing access to resources for small, quick-win projects that align with program goals, or for activities that help the group prepare to operate as a Recognized Neighborhood Association (RNA). This year, two informal groups applied but only one was eligible, and three other groups had inquired about the funds to learn more.

Additionally, the grant goals, review rubric and scoring system were updated to provide transparency and framework that encourage applicants to include more aspects of equity in their projects. This year's program goals include neighborhood improvements that increase access to, or reduce barriers around community resources, and projects that foster belonging and inclusiveness.

Neighborhood/Community Interests (if known):
RNAs continue to show a strong interest in this program and "informal neighborhood groups" have demonstrated interest in the program now that they are eligible. Earlier this year, neighborhoods hosted a City-wide community forum to discuss neighborhood priorities and needs with the hopes of using the information to guide their grant applications. The additional community engagement and excitement is clearly demonstrated in this year's project requests- there is an approximate 30% growth in proposed volunteer hours and project values. More volunteers appear to be getting involved, and neighborhood operations are expanding.

The 2026 Neighborhood Matching Grant funds will support stewardship projects including community events, maintenance of walking pathways, emergency preparedness, communications, community safety, RNA administration, and beautification efforts through landscape maintenance. These projects bring residents together and benefit the wider community of Olympia by strengthening the vitality of neighborhoods. The proposed projects continue a strong partnership that provides environmental, aesthetic, and community engagement benefits to City residents and businesses.

Financial Impact:
The 2026 budget has allocated $33,000 to fund the Neighborhood Matching Grant program. The recommended total grant awards for 2026 are $32,544, plus a $553 administrative fee for the use of the online grant application platform.

This funding will leverage approximately $176,694 in projects and improvements across the City and engage approximately 3,000 volunteer hours of residents working together to strengthen Olympia's neighborhoods.

Estimated staff time to support each matching grant ranges from 10-20 hours each, for a total of 110-220 staff hours for the 11 recommended projects.

Options:

1. Move to approve the Grant Review Team recommended Neighborhood Matching Grant proposals and authorize the completion of contracts for the proposals.
2. Approve partial or full funding of a subset of grant requests that the Council finds consistent with the goals of the program.
3. Do not fund some of the applications recommended by the Grant Review Team.

Note: All options would be contingent on negotiation of agreements with recognized neighborhood associations to complete each project in 2026.

Attachments:

Grant Review Team Recommendation

2026 Neighborhood Matching Grant Program

Review Team Recommendation

RECOMMENDED FOR FUNDING:

Neighborhood Association	Project Recommended for Funding	Cash/Material Contribution	Volunteer Hours	Volunteer Value *($41.70 / hr)*	Recommended Award	Total Project Value
LBA Informal Neighborhood Group*	Construct 2 Little Free Libraries	$ 300	16	$ 667	**$ 300**	$ 1,267
Bigelow Highlands Neighborhood Association (BHNA)	Annual Block Party/National Night Out	$ -	89	$ 3,711	**$ 1,500**	$ 5,211
South West Olympia Neighborhood Association (SWONA)	Emergency Preparedness, Community Engagement, Neighborhood Food Access	$ 12,803	490	$ 20,433	**$ 5,000**	$ 38,236
Olympia Downtown Alliance (ODA)	Love Oly Microgrants	$ 4,000	30	$ 1,251	**$ 2,000**	$ 7,251
Bigelow Neighborhood Association (BNA)	Emergency Preparedness Zine, Newsletter, Block Party Signage	$ 377	55	$ 2,294	**$ 1,462**	$ 4,133
Briarwood Neighborhood Association	Community Picnic, Beautification Landscaping	$ -	60	$ 2,502	**$ 1,900**	$ 4,402
South Capitol Neighborhood Association (SCNA)	Annual Picnic/Community Services Fair, Forums on Resilience	$ -	218	$ 9,091	**$ 5,000**	$ 14,091
Council of Neighborhood Associations (CNA)	Community Engagement, Priority Implementation	$ 500	1450	$ 60,465	**$ 3,000**	$ 63,965
Downtown Neighbor's Association (DNA)	Neighbor Block Parties (4 events), Outreach Mailer	$ -	236	$ 9,841	**$ 5,000**	$ 14,841
Eastside Neighborhood Association	Outreach, Annual picnic and Other Community Events, Emergency Preparedness Trainings (CPR & AED)	$ 300	271	$ 11,301	**$ 5,000**	$ 16,601
Wilderness Property Owners Association (WPOA)	Walking Path Improvements	$ 470	85	$ 3,545	**$ 2,382**	$ 6,397
Subtotals:		$ 18,750	3000	$ 125,100	**$ 32,544**	$ 176,394
Online Application	Submittable Platform Fee				**$ 553**	
Total:					**$ 33,097.00**	$ 176,946.50

**First time applicants to the program*

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

City Council

Executive Session Pursuant to RCW 42.30.110 (1)(i); Litigation and Potential Litigation

Agenda Date: 4/14/2026
Agenda Item Number: 10.A
File Number:26-0281

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

Title
Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADOPTING A RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE POLICY AND AMENDING THE OLYMPIA MUNICIPAL CODE TITLE 16 BY ADDING A NEW CHAPTER 16.07 ENTITLED RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE

WHEREAS, climate change is an existential crisis posing one of the most serious threats to the existence of humanity and all species on the planet; a threat that intersects and compounds all other crises facing humanity and our earth; and

WHEREAS, in 2019, Olympia City Council passed a Resolution Expressing a Commitment to Protect the Youth of this Community from the Risks of Climate Destruction (Resolution No. M-2045) and to achieve net zero emissions by 2040; and

WHEREAS, in February 2021, Olympia City Council passed a Resolution Declaring a Climate Emergency (Resolution No. M-2194) and accepted the Thurston Climate Mitigation Plan as a regional framework to reduce community-wide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050; and

WHEREAS, residential buildings are one of the largest sources of emissions in Olympia, and the Olympia 2045 Comprehensive Plan includes Policy PL5.5 Partner with regional jurisdictions to develop and implement a local policy for assessment and disclosure of residential energy performance ratings at the time of lease, sale, or rent; and

WHEREAS, at the 2023 Thurston Climate Mitigation Collaborative (TCMC) Annual Retreat and subsequent Executive Committee meeting on June 26, 2023, the TCMC agreed to advance two regional initiatives for focused regional coordination in 2024: (1) design a Residential Energy Efficiency and Electrification Campaign and (2) develop a Home Energy Score Model Ordinance; and

WHEREAS, in 2023, the City Council approved an Interlocal Agreement among Thurston County and the cities of Lacey, Olympia, and Tumwater to support the implementation of the 2024 TCMC Regional Initiatives (Resolution No. M-2461); and

WHEREAS, the TCMC has engaged the TCMC Community Advisory Workgroup, members of the public, and held four focus group discussions with key stakeholders to develop this proposed Ordinance; and

WHEREAS, the Olympia City Council finds that for a home energy disclosure policy to be effective at reducing emissions and informing prospective homebuyers, the Olympia Municipal Code should be amended to include this requirement; and

WHEREAS, imposition of a home energy disclosure requirement is specifically authorized by RCW 35A.11.020 (which specifically authorizes the City to enact any ordinance not in conflict with the general state law) and the requirement will be implemented consistent with RCW 64.06.080;

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

Section 2. Amendment of OMC 16.00.000. Olympia Municipal Code Section 16.00.000 is hereby amended to read as follows:

16.00.000 Title Contents

Title 16
BUILDINGS AND CONSTRUCTION

Chapters:
16.04 Building Codes
16.05 Alternate Methods and Materials for Mixed Use Apartment Buildings
16.07 Residential Energy Performance Rating and Disclosure
16.06 Property Maintenance Code
16.10 Unsafe and Unfit Buildings, Structures, and Premises
16.18 Noxious Weeds
16.24 Electrical Code
16.32 Fire Code
16.36 Fire Hydrants
16.40 Fire Extinguishing Systems
16.44 Alarm Code
16.46 Security Alarm Systems
16.48 Grading and Clearing
16.56 Landmark Tree Protection
16.58 Public Trees
16.60 Tree, Soil and Native Vegetation Protection and Replacement
16.70 Flood Damage Prevention
16.80 Sea Level Rise Flood Damage Reduction
16.90 General Provisions Governing the Procurement of Compost Products in Projects
16.100 Electric Vehicle Parking

Section 2. NEW CHAPTER 16.07. The following NEW CHAPTER 16.07, Residential Energy Performance Rating and Disclosure, is hereby added to Title 16 of the Olympia Municipal Code.

NEW CHAPTER 16.07

RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE

16.07.000 Chapter Contents

Sections:

16.07.010 Purpose.
16.07.020 Definitions.
16.07.030 Authority of the Director.
16.07.040 Home Energy Score Rating and Disclosure for Subject Buildings.
16.07.050 New Construction of Subject Buildings.
16.07.060 Exemptions and Waivers.
16.07.070 Expiration.
16.07.080 Violation.
16.07.090 Subsidy.

16.07.010 Purpose.

The purpose of Residential Energy Performance Rating and Disclosure is to require that homebuyers be provided with information about residential building energy performance prior to the time of property purchase to enable more informed decisions about the full costs of operating dwelling units and to encourage investments in improvements that lower utility bills, reduce carbon emissions, and increase the

comfort, safety, and health of building occupants. This disclosure is in addition to the minimum disclosures described in chapter 64.06 RCW.

16.07.020 Definitions.

Certain terms, words and phrases, whenever used in this chapter, have the meanings defined in this section.

A. "Director" means the director of the Community Planning and Economic Development department of the city or their designee.

B. "Energy" means electricity, natural gas, propane, heating oil, wood, or other fuel used for purposes of providing heating, cooling, lighting, water heating, or powering other end-uses in the building and related facilities.

C. "Home energy performance report" means the report prepared by a registered home energy score assessor utilizing the reporting template provided by the director. The report must include the following information:

1. The home energy performance score, using methods developed by the United States Department of Energy, and an explanation of the score;

2. An estimate of the total annual energy used in the dwelling unit in retail units of energy by fuel type;

3. An estimate of the total annual energy generated by onsite solar electric, wind electric, hydroelectric, and/or solar water heating systems in retail units of energy, by type of fuel displaced by the onsite generation;

4. An estimate of the total monthly or annual cost of energy purchased for use in the subject building in dollars by fuel type, based on the current average annual retail residential energy price of the utility serving the subject building at the time of the report and the average annual energy prices of nonregulated fuels by fuel type;

5. The current average annual utility retail residential energy price in dollars by fuel type and the average annual energy prices by fuel type;

6. At least one comparison home energy performance score that provides context for the range of potential scores. Examples of comparison dwelling units include, but are not limited to, a similar dwelling unit with Washington's average energy consumption, the same type of dwelling unit built to Washington energy code, or the same type of dwelling unit with certain energy efficiency upgrades;

7. The identification of efficiency measures that may be installed directly by consumers;

8. The date when the building energy assessment was performed;

9. The name, contact information, and business license number for the registered home energy score assessor who completed the scoring; and

10. Such other information as specified by the director.

D. "Home energy score" means the U.S. Department of Energy's Home Energy Score which is an asset rating based on physical inspection of the dwelling unit or review of the design documents used for the dwelling unit's construction.

E. "Low-income" means any household of the City of Olympia earning 80% or less than 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development.

F. "Real estate listing" means any real estate listed publicly for sale in the city by a property owner, representative of a property owner, or a licensed real estate agent. Real estate listings include any printed advertisement, internet posting, or publicly displayed sign, including Regional Multiple Listing Service, Craigslist, Nextdoor and other social media platforms, Redfin, Zillow, Trulia, and other third-party listing services.

G. "Registered home energy score assessor" means a person who has a valid and up-to-date certification from the U.S. Department of Energy as a home energy score assessor and who is registered with the city to provide a home energy performance report. To be registered with the city, a person must meet all registration requirements established by the director.

H. "Sale" means the conveyance of title to real property because of the execution of a real property sales contract. Sale does not include the transfer of real property as defined in RCW 64.06.010 as in effect as of the date of this ordinance and as amended.

I. "Seller" means any of the following: any individual or entity possessing title to real property that includes a subject building, the association of unit owners responsible for overall management in the case of a condominium, or other representative body of the jointly owned building with authority to make decisions about building assessments and alterations.

J. "Subject Buildings" means single-family detached dwellings, duplexes, triplexes, quadplexes, cottage housing, townhouses, and attached accessory dwelling units as defined in chapter 18.02 OMC.

16.07.030 Authority of the Director.

A. The director shall administer and enforce this chapter's provisions.

B. The director shall adopt rules and regulations, procedures, and forms to implement this chapter's provisions.

16.07.040 Home Energy Score Rating and Disclosure for Subject Buildings.

Prior to publicly listing any dwelling unit(s) of a subject building for sale, the seller of the dwelling unit, or the seller's designated representative, shall:

A. Obtain a home energy performance report for the dwelling unit(s) of the subject building from a registered home energy score assessor;

B. Include the home energy score in all real estate listings and contact information to request the home energy performance report;

C. Append the home energy performance report when attachments are accepted by the listing service;

D. Provide a copy of the home energy performance report to all the following:

1. All licensed real estate agents working on the seller's behalf; and

2. Prospective homebuyers while the subject building is listed publicly for sale; and

E. Maintain a copy of the home energy performance report for five years, available for review by the director upon request for quality assurance and evaluation of policy compliance.

16.07.050 New Construction of Subject Buildings.

At or prior to the time of the first sale of a newly constructed subject building, the seller of the dwelling unit, or the seller's designated representative, may:

A. Provide a home energy score that was generated from either design specifications or an on-site inspection.

B. Obtain and replicate a single home energy performance report for subject buildings constructed within the same land division using identical design specifications with identical features including, but not limited to, floorplan, type and amount of insulation, windows, attic fans, heating and cooling systems, hot water heaters, and appliances.

16.07.060 Exemptions and Waivers.

A. Subject buildings on federal land or tribal land are exempt from the requirements outlined in OMC 16.07.040.

B. The director shall exempt a seller from the requirements of this chapter if the seller submits documentation that the subject building is undergoing a transfer of real property as defined by RCW 64.06.010, as is in effect as of the date of this ordinance and as amended.

C. The director may exempt a seller from the requirements of this chapter after confirming that compliance would cause undue hardship for the seller under the following circumstances:

1. The subject building qualifies for sale at public auction or acquisition by a public agency due to arrears for property taxes;

2. A court-appointed receiver is in control of the subject building due to financial distress; or

3. The senior mortgage on the subject building is subject to a notice of default; or

4. The seller is otherwise unable to meet the obligations of this chapter as determined by the director.

16.07.070 Expiration

The home energy score is valid for 10 years after the assessment date (including new construction assessments as described in OMC 16.07.050), provided that no changes to mechanical systems, building envelope, energy efficiency or square footage in the home has occurred. For the purposes of this section, an assessment date is the date the assessment was completed.

16.07.080 Violation.

A. It is a violation of this chapter for any person, as defined in OMC 4.50.020, to fail to comply with the requirements of this chapter or to misrepresent any material fact in a document required to be prepared or disclosed by this chapter.

B. Penalties. It is a civil infraction for any person, as defined in OMC 4.50.020, to violate or fail to comply with any term or provision of this title. Each day is a separate infraction. A person found to have committed a civil infraction will be assessed a monetary penalty consistent with chapter 4.40 OMC, as follows:

1. First offense: Class 3 ($50), not including statutory assessments.

2. Second offense arising out of the same facts as the first offense: Class 2 ($125), not including statutory assessments.

3. Third offense arising out of the same facts as the first offense: Class 1 ($250), not including statutory assessments.

C. Enforcement. The city may, but is not obligated, to enforce this chapter through Chapter 4.44 OMC, Uniform Civil Enforcement.

16.07.090 Subsidy.

The City of Olympia shall fully subsidize home energy score audits as required by Chapter 16.07 OMC for sellers whose households meet the low-income definition of this chapter.

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

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

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, does not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance is effective on May 1, 2027.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

AMENDMENT NO. 1

TO

INTERLOCAL AGREEMENT ESTABLISHING DISTRICT COURT FILING, JURY TRIAL FEES, PROBATION SERVICES, AND OTHER COSTS FOR THE CITY OF OLYMPIA

THIS AMENDMENT NO. 1 to the Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia is made between the **CITY OF OLYMPIA**, a Washington municipal corporation ("CITY"), and COUNTY OF THURSTON ("COUNTY"), jointly referred to as "the Parties," and is effective as of the date of the last authorizing signature affixed hereto.

RECITALS

WHEREAS, on July 29, 2025, the Parties entered into an Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia ("AGREEMENT"); and

WHEREAS, pursuant to paragraph 7 of the AGREEMENT the parties may modify or amend the AGREEMENT in writing which must be signed by both parties; and

WHEREAS, the CITY has decided not to establish a violations bureau and instead to rely upon the Thurston County District Court to manage the full citation/infraction process for the CITY; and

WHEREAS, the Thurston County District Court and COUNTY have determined that additional fee costs are required to include a one-time equipment cost of $6,000 and an ongoing annual cost of $110,937 for an additional FTE for salary and benefits to manage all of the CITY's citation/infraction responses, fines, hearings, payments, and related tasks; and

WHEREAS, the parties have determined the County needs two additional FTEs to provide security for operations of Thurston County District Court and the salary and benefits to provide such court security is $380,000, which sum will be apportioned with other jurisdictions in future years; and

WHEREAS, the Parties mutually wish to modify and amend the AGREEMENT as set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Pursuant to paragraph 7 of the AGREEMENT, the Parties hereby modify and amend the AGREEMENT as follows:

1. EXHIBIT A – Scope of Services is modified and amended as follows:

    A. Case Processing and Management. The COUNTY shall be responsible for filing processing, adjudication, and penalty enforcement of all CITY cases filed in Thurston County District Court. Such services shall include but not be limited to (1) issuance of search warrants; (2) the conduct of arraignments; (3) pre-trial hearings, motions, and other evidentiary hearings; (4) discovery matters; (5) notifications and subpoenaing of witnesses; (6) arranging for interpreter services as needed; (7) providing to CITY prosecutors complete court calendars, and other documentation

necessary to efficient caseload management prior to a scheduled CITY court calendar; (8) the conduct of bench and jury trials; (9) sentencing; (10) post-trial motions; (11) the duties of courts of limited jurisdictions regarding appeals; (12) to manage all of the CITY'S citations/infractions for parking, including responses, fines, hearings, payments, and related tasks.; (13) and any and all other court functions as they relate to municipal cases or parking citations/infractions filed by the CITY in Thurston County District Court.

2. EXHIBIT B – Staffing, Building Lease, Tenant Improvement Costs, and Other One-time Start-up Costs is modified and amended to add a paragraph as follows:

   Staffing is amended to add three additional FTEs for a total of 20 FTEs. One additional FTE is to manage the CITY'S parking citation/infraction responses, fines, hearings, payments and related tasks at an ongoing annual cost of $110,937 for salary and benefits, and two additional FTEs to provide court security at a cost of $380,000 for salary and benefits. After 2026, the cost of providing additional court security shall be apportioned among jurisdictions using Thurston County District Court's judicial services.

3. All remaining terms and conditions of the AGREEMENT dated July 29, 2025, and not herein modified or amended, shall remain as written in said AGREEMENT and shall continue in full force and effect.

IN WITNESS WHEREOF, the CITY and COUNTY hereby execute this **Amendment No. 1** of the AGREEMENT as of the date of the last signature affixed hereto.

CITY OF OLYMPIA, **WASHINGTON**	**THURSTON COUNTY, WASHINGTON**
_____	_____
Debbie Sullivan, Assistant City Manager	Leonard X. Hernandez, County Manager
Date of Signature:_____	Date of Signature:_____
ATTEST:	ATTEST:
_____	_____
City Clerk	Clerk of the Board
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Mark Barber_____	_____(for)
Mark Barber, City Attorney	Jon Tunheim, Prosecuting Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT ESTABLISHING DISTRICT COURT FILING, JURY TRIAL FEES, PROBATION SERVICES, AND OTHER COSTS FOR THE CITY OF OLYMPIA BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY

WHEREAS, on July 29, 2025, the City of Olympia and Thurston County entered into an Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia; and

WHEREAS, pursuant to paragraph 7 of the Interlocal Agreement the parties may modify or amend the Interlocal Agreement in writing, which must be signed by both parties to modify or amend the terms and conditions of the Interlocal Agreement; and

WHEREAS, the City has decided not to establish a violations bureau with regard to parking citations/infractions, and instead to rely upon the Thurston County District Court to manage the full citation/infraction process for the City of Olympia; and

WHEREAS, the Thurston County District Court and Thurston County have determined that an additional fee is required to include a one-time equipment cost of $6,000 and an ongoing additional annual cost of $110,937 for one additional FTE for salary and benefits to manage all of the City's parking citation/infraction responses, fines, hearings, payments, and related tasks for such services; and

WHEREAS, the County has determined an additional two FTEs will be required to provide security for operations of Thurston County District Court due to the increase in cases filed by the City of Olympia; and the salary and benefits is $380,000; and

WHEREAS, both the City and County mutually wish to modify and amend the Interlocal Agreement to account for these additional services, equipment costs, and security needs;

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

1. The Olympia City Council hereby approves Amendment No. 1 to the Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia to provide for additional one-time equipment costs in the amount of $6,000 and for three additional FTEs, including one to manage all of the City's citation/infraction responses, fines, hearings, payments, and related tasks for such services in the amount of $110,937, and two FTEs to provide security services for Thurston County District Court in the sum of $380,000.

2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia Amendment No. 1 to the Interlocal Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of Amendment No. 1, 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR THE URBAN FOREST MANAGEMENT PLAN PROJECT

WHEREAS, within the periodic update of the Olympia Comprehensive Plan (Olympia 2045), Policy PN3.1 directs the City to "Develop an Urban Forest Management Plan to establish tree canopy goals and inform policies, programs, operations, and resources needed to implement those goals. The strategies described will strike a balance between environmental protection and sustainable urban growth;" and

WHEREAS, the 2024-2029 Phase II National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requires the City to adopt and implement tree canopy goals and policies to support stormwater management and water quality improvement in receiving waters (S5.C.1.c.iii); and

WHEREAS, the City of Olympia has been selected to receive a Community Forestry Assistance Grant in the amount of $117,800, with no match requirements, from the Washington State Department of Natural Resources to support the development of an Urban Forest Management Plan by March of 2028;

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

1. The Olympia City Council hereby approves the form of the Community Forestry Assistance Grant Agreement between the Washington State Department of Natural Resources and the City of Olympia for the Urban Forest Management Plan project and the terms and conditions contained in the Agreement.

2. The City Manager is directed and authorized to execute the Community Forestry Assistance Grant Agreement on behalf of the City of Olympia, and to accept or make any minor modifications as may be required and are consistent with the intent of the 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:

_____
SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE EXECUTION OF A WATER QUALITY COMBINED FINANCIAL GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE GREEN STORMWATER RETROFIT AT ROGER AND HAYS PROJECT IN THE AMOUNT OF $893,200

WHEREAS, The City of Olympia's Stormwater Utility has been selected to receive grant total funding for constructing the Green Stormwater Retrofit at Roger and Hays project through a Water Quality Combined Financial Assistance Grant offered by the Department of Ecology. The project will install bioretention facilities in the vicinity of Rogers and Hays streets to provide treatment for total suspended solids (TSS), dissolved copper, and dissolved zinc and to reduce flows to Budd Inlet by increasing stormwater infiltration; and

WHEREAS, the grant funding from the Department of Ecology in the amount of $759,220, with a 15 percent match required ($133,980) for a total cumulative project cost of $893,200, will be deposited into the Storm and Surface Water CIP Fund 434; and

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

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

1. The Olympia City Council hereby approves the attached Water Quality Combined Grant Financial Grant Agreement between the Washington State Department of Ecology and the City of Olympia for the Green Stormwater Retrofit at Rogers and Hays project and the terms and conditions contained in the Agreement.

2. The City Manager is directed and authorized to execute the attached Water Quality Combined Financial Grant Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the 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:

_____
SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN EASEMENT BETWEEN THE CITY OF OLYMPIA AND THE CITY OF LACEY FOR UTILITY PURPOSES

WHEREAS, The City of Lacey needs access to construct and maintain their waterline; and

WHEREAS, the planned access path crosses City of Olympia property, making an easement necessary;

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

1. The Olympia City Council hereby approves the form of Easement between the City of Olympia and City of Lacey, and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Easement and any other documents necessary to implement the Easement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Easement, 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:

_____
SENIOR DEPUTY CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
FOR
HEARING EXAMINER SERVICES

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 attorney, Mark C. Scheibmeir, (hereinafter "Hearing Examiner"), and singularly shall be referred to as a "Party."

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

B. The Hearing Examiner has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

A. The City of Olympia hereby appoints attorney, Mark C. Scheibmeir, as the City's Hearing Examiner. The Hearing Examiner shall have the authority to hear all land use regulatory cases identified in Olympia Municipal Code (OMC) Chapters 18.82 and 18.75, as well as any code enforcement action where the Hearing Examiner has the authority in the OMC to hear such actions. This Agreement is the complete agreement between the parties. The City Manager and/or his designee has the authority of day-to-day administration of this Agreement.

B. The City shall provide "clerk" services for the Hearing Examiner, which shall be limited to: duties imposed by the Olympia Municipal Code (staff reports, public notice); arranging for the time and date of hearings and other proceedings such as teleconferences and virtual Zoom or pre-hearing meetings when deemed appropriate by the Hearing Examiner; maintaining the record of a case, and providing the Hearing Examiner with a copy of the record, as requested by the Hearing Examiner; collecting and forwarding public comment as provided by code and unless otherwise specified by the Hearing Examiner; and making a recording of hearings and appeal proceedings.

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 April 30, 2028 ("Term"). This Agreement may be extended once for an additional two years upon the mutual written agreement of the City and the Hearing Examiner.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City. The Hearing Examiner shall have the option to terminate this Agreement after thirty (30) days upon delivery of written notice to the City.

4. Compensation.

A. Hearing Examiner's Fee. An amount not to exceed the sum of Two Hundred and Seventy-Five and 00/100 Dollars ($275.00) per hour.

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, ***which invoice shall specifically describe the Services performed, the name of Hearing Examiner's personnel performing such Services, the hourly labor charge rate for such personnel)*** 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. Hearing Examiner Responsible for Taxes. The Hearing Examiner 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 Hearing Examiner and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Hearing Examiner
Mark C. Scheibmeir
Scheibmeir, Kelly & Nelson, P.S.
299 NW Center Street, Chehalis WA 98532
mark@centerstlaw.com
360.748.3386

City of Olympia
Tim Smith
Director, Community Planning and Economic Development
PO Box 1967, Olympia WA 98507-1967
tsmith@ci.olympia.wa.us
360.570.3915

6. Compliance with Laws.

The Hearing Examiner 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 Hearing Examiner affirms that he 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 the Washington State Bar Association, and being

registered to do business in the City of Olympia by obtaining a City of Olympia business license and registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Hearing Examiner is an independent contractor and that the City shall be neither liable nor obligated to pay the Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Hearing Examiner 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 the Hearing Examiner's ability to perform the Services. The Hearing Examiner agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Hearing Examiner services, programs or activities, and all Hearing Examiner hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by the Hearing Examiner or by the Hearing Examiner'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. The Hearing Examiner shall not violate any of the terms of OMC Chapter 7.01, 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 Hearing Examiner's breach, may result in ineligibility for further City agreements.

B. In the event of the Hearing Examiner'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 Hearing Examiner may be declared ineligible for further agreements or contracts with the City. The Hearing Examiner, 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, the Hearing Examiner must complete and return the *Statement of Compliance with*

Nondiscrimination attached as Exhibit A. If the contract amount is $50,000 or more, the Hearing Examiner shall execute the attached Equal Benefits Declaration - Exhibit B.

10. Confidentiality.

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

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner and the City, its officers, officials, employees, and volunteers, the Hearing Examiner's liability hereunder shall be only to the extent of the Hearing Examiner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hearing Examiner'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 Hearing Examiner 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 Hearing Examiner, his agents, representatives, or employees.

C. No Limitation. The Hearing Examiner's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Hearing Examiner 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. The Hearing Examiner 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 Hearing Examiner'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 Hearing Examiner's profession.

E. Minimum Amounts of Insurance. The Hearing Examiner 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 $2,000,000 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 Hearing Examiner'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 Hearing Examiner'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. The Hearing Examiner 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 Hearing Examiner before commencement of the work.

I. Notice of Cancellation. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner from the City.

K. City's Full Access to Hearing Examiner Limits. If the Hearing Examiner 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 Hearing Examiner, irrespective of whether such limits maintained by the Hearing Examiner 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 Hearing Examiner.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by the Hearing Examiner 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 the Hearing Examiner at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Hearing Examiner.

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 Hearing Examiner, the cost of which the Hearing Examiner 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 Hearing Examiner. If the Hearing Examiner 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 Hearing Examiner. 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner, or which results from the failure on the part of the Hearing Examiner 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 Hearing Examiner shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner fail to provide records created or used by the Hearing Examiner in his work for the City within ten (10) days of the City's request for such records, the Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner desires to assign this Agreement or subcontract any of its work hereunder, the Hearing Examiner 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 the Hearing Examiner represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Hearing Examiner 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 five (5) 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 Hearing Examiner'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 the Superior Court of Thurston County for the State of Washington.

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 Hearing Examiner certifies to the best of his knowledge and belief, that he and his 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 Hearing Examiner is unable to certify to any of the statements in this certification, such Hearing Examiner 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, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber
Mark Barber, City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Hearing Examiner.

MARK SCHEIBMEIR:

By: Mark C. Scheibmeir
Mark C. Scheibmeir
299 NW Center Street
Chehalis WA 98532
360.748.3386
Date of Signature: 04/01/2026

Exhibit "A"

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, and the City has adopted a Code Against Discrimination in OMC Chapter 7.01. 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. 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.

_____ _____

(Signature) (Date)

_____

Mark C. Scheibmeir

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 "B"

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.

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.

Mark C. Scheibmeir
Consultant Name

_____	Mark C. Scheibmeir
Signature	Name (please print)
_____	Attorney at Law
Date	Title

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND MARK C. SCHEIBMEIR FOR HEARING EXAMINER SERVICES

WHEREAS, the position of Hearing Examiner is established in Olympia Municipal Code (OMC) Chapter 18.82, and per OMC 18.82.040, the Hearing Examiner shall be selected by the City Council and may be retained on a professional service contract for a term and on conditions determined appropriate by the Council; and

WHEREAS, the current Hearing Examiner, Mark Scheibmeir, has been under contract with the City as Hearing Examiner since 2013, and that contract will expire on April 30, 2026; and

WHEREAS, on December 18, 2025, the Land Use & Environment Committee (LUEC) directed staff to move forward with a Request for Qualifications (RFQ) for the services of Hearing Examiner; and

WHEREAS, the City posted an RFQ on the City's website in December 2025 and published the RFQ in the Daily Journal of commerce. The RFQ was also distributed to members of the Hearing Examiner Association of Washington; and

WHEREAS, the City received two responses to the RFQ, and a City staff screening committee reviewed the responses and forwarded both candidates to the LUEC for interviews; and

WHEREAS, LUEC then conducted candidate interviews at a special public meeting on February 17, 2026. LUEC subsequently held a discussion on the candidates and forwarded a recommendation to the City Council that attorney, Mark Scheibmeir, continue his service as Olympia Hearing Examiner under a new contract for a two-year period, with an option to extend the contract for two years upon the mutual agreement of Mr. Scheibmeir and the City;

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

1. The Olympia City Council hereby approves the form of Professional Services Agreement between the City of Olympia and Mark C. Scheibmeir for Hearing Examiner services upon the terms and conditions contained therein.

2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia the Professional Services Agreement with Mark Scheibmeir for Hearing Examiner services, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN
THURSTON COUNTY AND THE CITY OF OLYMPIA
FOR
EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between THURSTON COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF OLYMPIA, a municipal corporation of the State of Washington (hereinafter referred to as "City"), each a "Party," and together referred to as "Parties."

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and Chapter 118-30 of the Washington Administrative Code; and

WHEREAS, County and City believe it to be in the best interests of their residents that County and City share and coordinate services in the event of an emergency situation;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Term. The duration of this agreement shall be five (5) years commencing at 12:01 am on January 1, 2026, and terminating at midnight on December 31, 2030. This agreement shall automatically renew for successive five (5) year terms unless either party provides written notice of termination pursuant to section 7 or intent not to renew at least ninety (90) days prior to the expiration of the then current term. The parties agree to review the terms of this agreement on an annual basis.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency management" or "comprehensive emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. However, "emergency management" or "comprehensive emergency management" does not mean

preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

4. Services. The Parties acknowledge and understand that this Agreement is for services only, and shall not constitute a joint emergency management organization as described in RCW 38.52.070.

The COUNTY shall, and as required by Chapter 38.52 RCW, perform and coordinate the applicable services for emergency management, the Thurston County Comprehensive Emergency Management Plan (CEMP), as adopted and approved by resolution of the Thurston County Board of Commissioners, and Appendix "A" of this document to meet the Emergency Management functions for the CITY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

The CITY shall, and as required by Chapter 38.52 RCW, participate, perform and coordinate the applicable services for emergency management with the County, the adopted and approved Thurston County Comprehensive Emergency Management Plan (CEMP) and Appendix "B" of this document to meet the Emergency Management functions to the COUNTY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

5. Relationship of the Parties. The employees or agency of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

6. Compensation. The City agrees to compensate the County for emergency management services in the base amount of Eighty Thousand Dollars ($80,000.00) per year. The compensation amount shall be reviewed annually. The annual fee may be adjusted based on the lesser of: (1) the percentage change in the CPI-U for the Seattle/Bremerton region, or (2) the County's documented increase in personnel or operating costs associated with providing emergency management services. The County shall provide the City with written notice of any proposed cost adjustment by November 30 of each year, and any approved adjustment shall take effect January 1 of the following calendar year. If the parties are unable to reach agreement on a proposed adjustment by January 31, the existing compensation rate shall continue in effect until an agreement is reached or the Agreement is terminated.

7. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party.

8. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three (3) days after mailing if mailed by first class, postage pre-paid and addressed to the

party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

If to Thurston County:	If to City of Olympia:
Thurston County Department of Emergency Management c/o Emergency Management Manager 9521 Tilley Rd SW Olympia, WA 98512	City of Olympia c/o Fire Chief 100 Eastside St NE Olympia, WA 98506

9. Indemnification. The County agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the County's performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.

The City agrees to defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the City's performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

10. General. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/.080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Chapter 38.52 RCW,

12. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

13. Interpretation and Venue. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought in the Superior Court of Thurston County,

Washington or, if brought by or against the County, the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

14. Filing. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

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

THURSTON COUNTY
BOARD OF COMMISSIONERs

_____
Ben Miller-Todd, Director
Thurston County Emergency Services

_____
Date

CITY OF OLYMPIA

_____
Steven J. Burney, City Manager

_____
Date

ATTEST:

_____
Sean Krier, City Clerk

_____
Date

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

_____
Karen Horowitz, Deputy Prosecuting Attorney

_____
Date

Mark Barber
Mark Barber, City Attorney

04/06/2026
Date

Appendix A
Emergency Management Services – Deliverables to City

Preparedness and Prevention Support

- Maintain the Thurston County Comprehensive Emergency Management Plan (CEMP)
- Provide guidance, training, and tools in adoption of the County CEMP as the agencies base CEMP.
- Support the city in developing their CEMP.
- Provide guidance, training, and tools in development of Continuity of Operations Plan (COOP) and Continuity of Government Plan (COG).
- Provide emergency management overview and training as needed for leaders, elected officials and agency liaisons. Coordinate and support training opportunities for identified agency needs related to emergency management and NIMS.
- Provide outreach at community events.

Mitigation Support

- Facilitate Hazard Mitigation Plan coordination, development, and review.
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA) and County Emergency Preparedness Review (CEPR); and subsequent regular reviews.

Response Support

- Provide access to and support from our 24-hour Duty Officer.
- Activate and manage the Thurston County Emergency Coordination Center (ECC) as necessary or in support of activations either by plan or City request.
- Support coordination of multi-agency response to emergency incident(s).
- Provide alert, warning, and emergency public information (methods include, Thurston County Alerts, EAS, WEA, social media, and traditional media)
- Coordinate a Joint Information System to support local agency for crisis communications related to an incident(s) or emergency.
- Facilitate and coordinate Multi-Agency Coordination Group for multi-jurisdictional incidents, emergencies or impacts resulting there from.
- Establish and maintain situational awareness.
- Provide logistical support, as required.

Recovery Support

- Facilitate and collect (as needed) disaster damage assessments for individuals and businesses.
- Provide communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

Appendix B
Emergency Management Services – Deliverables to County

Preparedness and Prevention Support

- The City will, in accordance with RCW 38.52.070, appoint a director or designee for their Emergency Management organization to serve as the point of contact to Thurston County Emergency Management.
- The City will designate a representative to the Thurston County Emergency Management Council and regularly attend meetings.
- The City will participate in the development and maintenance of plans defined within the agreement.
- The City will identify a primary and alternate point of contact for each planning effort to facilitate in the development of comprehensive emergency management plan, hazard mitigation plan and other plans as applicable.
- The City will manage all pass-through grants received by the City from the County in accordance with grant funding requirements.

Mitigation Support

- Provides and conducts, in conjunction with the County, an assessment identifying the potential hazards and vulnerabilities specific to the city.

Response Support

- The City will participate and coordinate with the County during response activities, providing up to date information as it becomes available to maintain situational awareness of emergencies.
- The City will provide a representative or liaison(s), as required during emergencies, to the Thurston County ECC or Multi-Agency Coordinating Group to coordinate response and recovery activities.
- The City will coordinate and identify any potential volunteers with the County to ensure they are covered by the Washington State Emergency Workers Program.
- The City acknowledges that using volunteer (as groups or individuals) for activities outside the scope of their intended purpose and/or training places them outside the scope of RCW 38.52.180, Chapter 118-04 WAC and the agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers program; therefore, if the City desires to expand the use of volunteers beyond the scope established by the County and this Agreement may require the City to provide coverage in accordance with L&I Industrial Insurance/Workman's Compensation regulations.
- The City will maintain compliance with the National Incident Management System (NIMS) for all emergency management or response activities.

Recovery Support

- In coordination with Thurston County, the City will collect (as needed) disaster damage assessments for individuals and businesses
- Amplify communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY EMERGENCY SERVICES TO COOPERATE IN PROVIDING EMERGENCY MANAGEMENT SERVICES

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

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

WHEREAS, the CITY and the COUNTY believe it to be in the best interests of their residents that the CITY and COUNTY share and coordinate services in the event of an emergency situation; and

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

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

WHEREAS, the CITY and COUNTY agree to cooperate to provide emergency management services as set forth by Interlocal Agreement;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Thurston County Emergency Services under the terms and conditions contained therein.

2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
_____
CITY ATTORNEY