



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Monday, November 2, 2020**

**5:30 PM**

**Online or via phone**

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### Special Meeting

#### Register to attend:

[https://us02web.zoom.us/webinar/register/WN\\_DZbdbBFdSgu0iCVVj9J6PQ](https://us02web.zoom.us/webinar/register/WN_DZbdbBFdSgu0iCVVj9J6PQ)

#### 1. ROLL CALL

##### 1.A ANNOUNCEMENTS

##### 1.B APPROVAL OF AGENDA

#### 2. SPECIAL RECOGNITION - None

#### 3. PUBLIC COMMENT

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

*During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.*

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

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

#### 4. CONSENT CALENDAR

*(Items of a Routine Nature)*

4.A [20-0906](#) Approval of October 20, 2020 City Council Meeting Minutes

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

4.B [20-0861](#) Approval of a Resolution Authorizing an Interlocal Agreement Between the Cities of Lacey, Olympia, Tumwater, and Yelm Establishing the Capital

Metro Independent Investigation Team

**Attachments:** [Resolution](#)  
[Interlocal Agreement](#)  
[WSCJTC Stakeholders](#)

- 4.C [20-0875](#) Approval of a Resolution Authorizing Application for a State of Washington Hazard Mitigation Grant to Upgrade the McAllister Wellfield Transmission Main and Resolution Designating the City of Olympia as the Applicant Agent

**Attachments:** [Resolution](#)  
[Resolution Designating Applicant Agent](#)

- 4.D [20-0883](#) Approval to Launch the Community Development Block Grant Coronavirus Funding Allocation Public Process

**Attachments:** [CDBG CV-3 Budget](#)  
[CDBG Quick Guide](#)

#### 4. SECOND READINGS (Ordinances)

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

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

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

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

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

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

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

### 5. PUBLIC HEARING

- 5.A [20-0878](#) Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Homelessness and COVID-19 - First and Final Reading

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

### 6. OTHER BUSINESS

- 6.A [20-0876](#) Log Cabin Extension Briefing

- 6.B**     [20-0881](#)     Approval of a Recommendation to Contract with Ogden Murphy Wallace for Police Auditor Services and Draft Scope of Work

**Attachments:**   [Ogden Murphy Wallace RFQ](#)  
[Draft Agreement](#)

- 6.C**     [20-0886](#)     Briefing on the Process to Form a Social Justice & Equity Commission and Public Engagement Process to Reimagine Public Safety

**Attachments:**   [Process Methodologies and Deliverables](#)

## **7. CONTINUED PUBLIC COMMENT**

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

## **8. REPORTS AND REFERRALS**

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

### **8.B CITY MANAGER'S REPORT AND REFERRALS**

## **9. EXECUTIVE SESSION**

- 9.A**     [20-0907](#)     Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1) (c) - Real Estate Matter

## **9. ADJOURNMENT**

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



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

## City Council

### Approval of October 20, 2020 City Council Meeting Minutes

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.A  
**File Number:**20-0906

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

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**Title**

Approval of October 20, 2020 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, October 20, 2020**

**5:30 PM**

**Online and via phone**

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**Register to attend:**

[https://us02web.zoom.us/webinar/register/WN\\_GzXnNBk2QIW7NCsmG4xJWQ](https://us02web.zoom.us/webinar/register/WN_GzXnNBk2QIW7NCsmG4xJWQ)

### 1. ROLL CALL

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

**Excused:** 1 - Councilmember Renata Rollins

### 1.A ANNOUNCEMENTS - None

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION - None

### 3. PUBLIC COMMENT

The following people spoke: Todd Monohon, Griff Masters, Todd Cutts, and Krystafer Brown.

### COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

Assistant City Manager Keith Stahley responded to comments regarding the relocation of the Ensign Road campers.

### 4. CONSENT CALENDAR

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

**The minutes were adopted.**

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

**The resolution was adopted.**

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

**The resolution was adopted.**

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

**The decision was adopted.**

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

**The resolution was adopted.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Excused:** 1 - Councilmember Rollins

## 5. PUBLIC HEARING

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

Housing Program Manager Cary Retlin briefly summarized the 2014 Action Plan amendment. Mayor Selby opened the public hearing at 5:57 p.m. No one signed up to speak so the public hearing was closed.

**Councilmember Cooper moved, seconded by Councilmember Madrone, to amend the CDBG 2014 Action Plan amendment. The motion carried by the following vote:**

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

**Excused:** 1 - Councilmember Rollins

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

Housing Program Manager Cary Retlin briefly summarized the 2015 Action Plan amendment. Mayor Selby opened the public hearing at 6:00 p.m. No one signed up to speak so the public hearing was closed.

**Councilmember Cooper moved, seconded by Mayor Pro Tem Bateman, to amend the CDBG 2015 Action Plan amendment. The motion carried by the following vote:**

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

**Excused:** 1 - Councilmember Rollins

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

Housing Program Manager Cary Retlin briefly summarized the 2019 Action Plan amendment. Mayor Selby opened the public hearing at 6:02 p.m. No one signed up to speak so the public hearing was closed.

**Councilmember Cooper moved, seconded by Councilmember Madrone, to amend the CDBG 2019 Action Plan amendment. The motion carried by the following vote:**

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

**Excused:** 1 - Councilmember Rollins

## 6. OTHER BUSINESS

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

City Manager Jay Burney and Finance Director Nanci Lien gave a presentation on the 2021 preliminary operating budget.

Councilmembers commented and asked clarifying questions.

**The discussion was completed.**

## 7. CONTINUED PUBLIC COMMENT - None

## 8. REPORTS AND REFERRALS

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

Mayor Selby noted there is no Council business meeting next week; however there will be an Ad Hoc Public Safety meeting October 27. The next Council business meeting will be on Monday, November 2.

Councilmembers reported on meetings attended.

### 8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Burney reported on the City's recent award for *Excellence in Planning* for the One Community public outreach.

## 9. EXECUTIVE SESSION

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

Mayor Selby recessed the meeting at 7:21 p.m. She asked the Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(b); RCW 110(1)(c) to discuss a real estate matter. She announced no decisions would be made, the meeting was expected to last no longer than 90 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

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

## 9. ADJOURNMENT

The meeting was adjourned at 8:42 p.m.





## City Council

### Approval of a Resolution Authorizing an Interlocal Agreement Between the Cities of Lacey, Olympia, Tumwater, and Yelm Establishing the Capital Metro Independent Investigation Team

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.B  
**File Number:**20-0861

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

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#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement Between the Cities of Lacey, Olympia, Tumwater, and Yelm Establishing the Capital Metro Independent Investigation Team

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution Authorizing an Interlocal Agreement Between the Cities of Lacey, Olympia, Tumwater, and Yelm Establishing the Capital Metro Independent Investigation Team (CMIIT).

#### **Report**

##### **Issue:**

Whether to approve a Resolution Authorizing an Interlocal Agreement Between the Cities of Lacey, Olympia, Tumwater, and Yelm Establishing the CMIIT.

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

Rich Allen, Interim Deputy Chief of Police, Police, 360.753.8411

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

None - Consent Calendar Item.

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

Initiative 940 (I-940) and the companion Senate House Bill (SHB)1064, introduced during the 2017 legislative session, requires investigations of officer involved use of deadly force be independent of the involved agency. Following the passage of I-940 and SHB 1064, the legislation was renamed to the Law Enforcement Training and Community Safety Act (LETCSA).

The LETCSA requires the use of an independent investigative team. An independent investigative team for these purposes is defined as:

*“A team of qualified and certified peace officer Investigators, civilian crime scene specialists, and at least two nonlaw enforcement community representatives who operate completely independent of any involved agency to conduct investigations of police deadly force incidents. An IIT is created when multiple law enforcement agencies enter into a written agreement to investigate police use of deadly force incidents in their geographical regions. A single law enforcement agency may fulfill the independent investigative function, provided it is not the involved agency.”*

This interlocal agreement between the Cities of Lacey, Olympia, Tumwater, and Yelm establishes a regional independent investigation team, called the Capital Metro Independent Investigation Team (CMIIT).

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

The development of Independent Investigation Team rules by the Washington State Criminal Justice Commission was in collaboration with a large number of stakeholders. A list of those engaged in this process is linked in the attachments below.

**Options:**

1. Approve the resolution and agreement. Move forward with interlocal agreement in compliance with Initiative 940/LETCSA Act.
2. Modify the resolution and agreement. Any modification would need to comply with the rules set forth in the Initiative 940/LETCSA Act and be approved by all involved Cities.
3. Do not Approve the resolution and agreement. In the event of an Olympia Police Department use of deadly force incident, the Chief would request either the Thurston County Sheriff's region three team or another IIT to complete the investigation in compliance with Initiative 940 and the LETCSA Act.

**Financial Impact:**

Each city will cover their own costs, as outlined in the agreement.

**Attachments:**

Resolution  
Agreement  
WSCJTC Stakeholders

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE CITIES OF LACEY, TUMWATER, AND YELM ESTABLISHING THE CAPITAL METRO INDEPENDENT INVESTIGATION TEAM**

**WHEREAS**, the U.S. Department of Justice issued a report from the 21<sup>st</sup> Century Task Force on Policing and the core focus of that report addressed strategies for improving relationships, increasing community engagement, and fostering cooperation; and

**WHEREAS**, the report recommended clear and comprehensive policies on the use of force, training on the importance of de-escalation, crisis intervention and mental health, the provision of first aid, and recommended external and independent investigations in officer involved shootings resulting in injury or death; and

**WHEREAS**, Initiative 940 and SHB 1064 incorporated those recommendations and the Washington Administrative Code implements the requirement of an independent investigation that is completely independent of the involved agency; and

**WHEREAS**, Olympia, Lacey, Tumwater, and Yelm wish to form the Capital Metro Independent Investigation Team (CMIIT) to fulfill the requirements of performing an independent investigation;

**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 cities of Lacey, Tumwater, and Yelm to establish the Capital Metro Independent Investigation Team (CMIIT) 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 CMIIT Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BETWEEN THE CITIES  
OF  
LACEY, OLYMPIA, TUMWATER, AND YELM  
ESTABLISHING THE CAPITAL METRO INDEPENDENT INVESTIGATION TEAM  
(CMIIT)**

The purpose of this Agreement is to establish a multi-agency team that is available to Member Agencies to investigate use of force incidents involving a law enforcement officer that result in death, substantial bodily harm or Great Bodily Harm, along with other incidents determined to benefit from independent investigation.

**RECITALS:**

WHEREAS, the Interlocal Cooperation Act 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 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 (RCW 39.34.010); and

WHEREAS, 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 the purpose, powers, rights, objectives and responsibilities of the contracting parties (RCW 39.34.080); and

WHEREAS, the people of the State of Washington have required, through passage of Initiative 940, that investigations into officer involved use of Deadly Force must be independent of the Involved Agency (RCW 10.114.011); and

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act is intended to facilitate mutual aid and cooperative enforcement of the laws among general authority local, state and federal agencies (RCW 10.93.001(1)); and

WHEREAS, nothing herein is intended to in any way limit the authority of law enforcement to act in those circumstances set forth in RCW 10.93.070(1) through (6), and other applicable law, as now enacted or as hereafter amended; and

WHEREAS, WAC 139-12-020 defines an independent investigative team as, "A team of qualified and certified peace officer CMIIT Investigators, civilian crime scene specialists, and at least two nonlaw enforcement community representatives who operate completely independent of any Involved Agency to conduct investigations of police Deadly Force incidents. An IIT is created when multiple law enforcement agencies enter into a written agreement to investigate police use of Deadly Force incidents in their geographical regions. A single law enforcement agency may fulfill the independent investigative function, provided it is not the Involved Agency";

NOW THEREFORE, the Parties agree as follows:

## **1. MEMBER AGENCIES OF THE CAPITAL METRO INDEPENDENT INVESTIGATION TEAM (CMIIT)**

The Member Agencies that make up the Capital Metro Independent Investigation Team (CMIIT) are the cities that operate the following departments:

Lacey Police Department  
Olympia Police Department  
Tumwater Police Department  
Yelm Police Department

## **2. DEFINITIONS**

- Critical Incident:** An incident in which a law enforcement employee is involved and:
- a) the law enforcement officer's use of Deadly Force results in Great Bodily Harm, Substantial Bodily Harm, or death of another person; or
  - b) there is an In Custody Death, excluding fatal injuries that occur while an inmate is under a physician's treatment for a disease or other natural condition and which does not involve custodial trauma or custodial suicide.
- CMIIT Commander:** The command level officer who responds to the scene of a Critical Incident and is responsible for all aspects of the investigative response; including developing objectives, managing operations, coordinating with other entities and applying resources and staff to accomplish objectives.
- Deadly Force:** Deadly Force means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury. RCW 9A.16.010.
- Great Bodily Harm:** Great Bodily Harm means bodily injury which creates a probability of death, or which causes significant serious permanent disfigurement, or which causes a significant permanent loss or impairment of the function of any bodily part or organ. RCW 9A.04.110
- CMIIT Supervisor:** An experienced CMIIT Investigator of supervisory rank who is in charge of the CMIIT investigative personnel at a Critical Incident and reports to the CMIIT Commander.
- In Custody Death:** The death of any person who is detained, arrested enroute to incarceration, or incarcerated in local facilities. Excluded are fatal injuries that occur while an inmate is under physician's treatment for a disease or other natural condition and which does not involve custodial trauma or custodial suicide.
- Involved Agency:** The agency that employs or supervises the officer(s) who used Deadly

Force or the agency in whose custody an In Custody Death occurred. There may be more than one "Involved Agency."

**Involved Officer:** A law enforcement officer who is alleged to have used the level of force that causes substantial bodily harm, Great Bodily Harm or death to another person.

**Member Agency:** An agency that is a party to this Agreement.

**Public Information**

**Officer (PIO):** A PIO is a person responsible for public updates regarding a Critical Incident.

**Substantial Bodily**

**Harm:** means bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part RCW 9A.04.110.

**Venue Agency:** The agency with primary territorial jurisdiction, as defined by RCW 10.93.020(7). The Venue Agency may also be the Involved Agency.

**3. GOVERNANCE- JOINT BOARD/NO INDEPENDENT ENTITY CREATED**

The CMIIT is governed by a Board of Directors (Board) composed of the Chief Law Enforcement Officer, or their designee, of each Member Agency that signs this Agreement. No independent entity is intended to be created by establishing this Board.

The Board will meet at least once per year and more often as needed.

Each Member Agency shall have one vote. The Board shall only take action with a quorum present, with a quorum being three of the four members. All Board actions and decisions will be approved and adopted by simple majority.

The Board must approve any protocols or guidelines developed for use by CMIIT for the investigation of Critical Incidents. The Board shall ensure that all protocols and guidelines are consistent with the applicable statutory requirements, standards, and definitions outlined in the Revised Code of Washington, primarily in Chapters 9A.16, 43.101, 10.114 RCW, as well as provisions of the Washington Administrative Code implementing applicable statutes. Where this Agreement, CMIIT protocols or guidelines conflict, state law controls.

**4. AUTHORIZATION TO USE CMIIT**

The decision to seek assistance of the CMIIT pursuant to this Agreement rests entirely with the Chief Law Enforcement Officer of the Involved Agency.

Member Agencies are not obligated to request that CMIIT investigate a Critical Incident occurring in their jurisdiction and may request that other agencies or resources conduct an independent investigation. In addition, Member agencies may request CMIIT for other than Critical Incidents but CMIIT will not conduct Administrative or Internal Investigations (i.e. non-criminal).

## **5. POSITIONS IN CMIIT**

Member agencies may submit for the Board's consideration a list of qualified officers to fill the positions of the CMIIT. Training, a history of ethical behavior, and demonstrated impartiality are critical to maintain confidence in the investigation. The minimum selection and role requirements for each position shall be as outlined in Washington Administrative Code Chapter 139-12.

The CMIIT Commander and Assistant CMIIT Commander will each be from different Member Agencies. Any team member may be removed from CMIIT at any time with or without cause upon the determination of the CMIIT Commander or at the direction of their own agency.

CMIIT personnel from Member Agencies who are assigned to a CMIIT investigation shall be subject to the CMIIT chain of command for the duration of the initial call-out and for subsequent follow-up assignments related to the investigation.

### **A. CMIIT Commander**

The CMIIT Commander will generally serve as the Incident Commander at a Critical Incident unless they are an employee of the Involved Agency.

If the CMIIT Commander is an employee of the Involved Agency, the Assistant CMIIT Commander will assume the role of Incident Commander for that investigation.

In the absence of or in the case of conflict where neither the CMIIT Commander nor Assistant CMIIT Commander serve, the Chief of the CMIIT Commander's agency shall determine who will serve as the Incident Commander.

The CMIIT Commander will be responsible for overall management and coordination of investigated incidents, except one involving their own agency, as well as the readiness and training of the unit. The CMIIT Commander must create and enforce firewalls, which is a process to prevent information sharing between the CMIIT from the Involved Agency, and train all team members to observe them to ensure no member of the CMIIT receives any compelled statements of the Involved Officer(s) or any investigative content that was informed by such compelled statements.

The CMIIT Commander will submit an annual written report to the Board which summarizes the previous year's activities and includes a review of activations, training and any lessons learned. The report should also identify any needs and establish goals for the coming year.

The CMIIT Commander shall appoint a PIO to provide public updates about the investigation approximately once per week, even if there is no new progress to report. The CMIIT Commander shall ensure that all public records of any investigation are kept with the CMIIT Commander's agency, who shall respond to public records requests for investigative records once the CMIIT is activated.

#### **B. Assistant CMIIT Commander**

The Assistant CMIIT Commander shall be from a Member Agency appointed by the Board. An Assistant CMIIT Commander assumes the CMIIT Commander's duties and responsibilities in the absence of the CMIIT Commander. The Assistant CMIIT Commander shall not be from the same agency as the CMIIT Commander.

#### **C. CMIIT Investigative Supervisor**

The Board will appoint a CMIIT Investigative Supervisor on 2 year rotating basis from the ranks of qualified supervisory personnel of the Member Agencies.

The CMIIT Supervisor will generally supervise the CMIIT Investigators at a Critical Incident in consultation with the CMIIT Commander unless the CMIIT Supervisor is an employee of the Involved Agency.

If the CMIIT Investigative Supervisor is absent or has a conflict, another qualified investigative supervisor from a non-Involved Agency may serve as the CMIIT Investigative Supervisor.

#### **D. CMIIT Investigators**

CMIIT Investigators are officers who are currently or have previously served in an agency's investigative unit. Member agencies agree to provide their CMIIT Investigators with training on the following core topics prior to their assignment to CMIIT or as soon as reasonably possible:

- I. Interview and interrogation
- II. Homicide investigation
- III. Officer-involved shooting investigation

Upon activation for investigation of a Critical Incident, assigned CMIIT Investigators will immediately respond and will be assigned tasks at the direction of the CMIIT Commander through the CMIIT Investigative Supervisor.

## **6. COMMUNITY REPRESENTATIVES (2)**

The Involved Agency agrees to provide the CMIIT with two non-law enforcement Community Representatives to ensure investigation transparency. Member agencies agree that each Community Representative will meet, at a minimum, the following criteria:

- I. Pass a criminal background check
- II. Sign a confidentiality agreement (until a decline or criminal prosecution)
- III. Other selection criteria may be established by each agency and these additional selection criteria are not binding upon other Member Agencies.



## **7. ACTIVATION**

The Chief Law Enforcement Officer of the Involved Agency, or their designee, shall request CMIIT activation using the procedures outlined in the CMIIT Protocols. The CMIIT Commander, or their designee, will contact Member Agencies to activate appropriate personnel to respond to a specific incident.

When activated, the CMIIT will respond to the staging location designated by the Venue Agency. Member Agencies recognize that follow-up meetings and additional investigative work will be required, after the initial call-out, to complete the investigation. The CMIIT personnel assigned to an investigation shall remain available from the time of the call out until deactivated by the CMIIT Commander. Member Agencies will ensure that every reasonable effort is made to allow CMIIT personnel to meet necessary commitments.

## **8. INDEPENDENT INVESTIGATION**

- A. The CMIIT Commander shall have exclusive authority to conduct the independent investigation and will determine which CMIIT members and resources will be used to investigate each incident.
- B. Pursuant to RCW 10.114.001 and WAC 139-12-030, no member of an Involved Agency shall participate in any way in the investigation with the exception of the following:
  - I. Specialized equipment belonging to the Involved Agency may not be used by the CMIIT unless: 1 - no reasonable alternative exists; 2 - the equipment is critical to carrying out the independent investigation; and 3 - the use is approved by the CMIIT commander. If the equipment is used, the nonlaw enforcement community representatives on the CMIIT must be notified about: 1 - why it needs to be used; and 2 - the steps taken to appropriately limit the role of any Involved Agency personnel in facilitating the use of that equipment.
  - II. No information about the ongoing independent investigation of police use of Deadly Force will be shared with any member of the Involved Agency, except limited briefings given to the chief or sheriff of the Involved Agency about the progress of the investigation so that they can manage the internal administrative investigation and communicate with their community about the progress of the investigation.
  - III. If the Chief or Sheriff of the Involved Agency requests that the CMIIT release the body cam video or other investigation information of urgent public interest, the CMIIT Commander should honor the request with the agreement of the prosecutor of jurisdiction.
- C. Nothing shall preclude an officer employed by the Involved Agency from:
  - I. Acting as a first responder to the scene of the incident;

- II. Providing or facilitating medical assistance to any injured person;
- III. Helping to secure the scene; or
- IV. Participating in a search for, or pursuit of, any persons suspected of a crime related to the incident.

## **9. CONFLICT OF INTEREST**

At the onset of a CMIIT activation, the CMIIT Commander, in consultation with Member Agencies, shall determine whether any actual or potential conflict of interest exists that would undermine public confidence in the impartiality and independence of the investigation and will take necessary steps to eliminate conflicts of interest.

Conflicts of interest include, but are not limited to, instances where a member of the CMIIT investigative team is in a familial, business or close, personal relationship with an Involved Officer. Absent other factors, mere acquaintance with an Involved Officer is not a conflict of interest for the purpose of recusing a CMIIT Investigator.

The CMIIT Commander and/or the chief law enforcement officer of the Involved Agency may order the recusal of any CMIIT Investigator, or take necessary action to ensure the impartiality of the investigation.

Member agencies shall have an on-going responsibility to notify the CMIIT Commander and the chief law enforcement officer of the Involved Agency of any newly discovered information related to a conflict of interest.

## **10. RESPONSIBILITIES OF THE INVOLVED AGENCY**

If a law enforcement officer has been injured and transported to a hospital, the Involved Agency will be responsible for coordinating security and assistance at the hospital.

At the request of the CMIIT Commander, the Involved Agency will identify an Agency Liaison who will be responsible for coordinating with the CMIIT Commander regarding necessary logistical issues, if any, with the understanding that there is a firewall system in place and with the understanding that the Involved Agency is affirmatively advised not to furnish any "prohibited content" to the CMIIT. This Agency Liaison will be a command or mid-level personnel who was not directly involved with the incident itself.

## **11. RESPONSIBILITIES OF VENUE AGENCY**

The Venue Agency shall ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, and recording the names of individuals who have entered the crime scene and taking reasonable steps to identify and protect perishable evidence. Written reports shall be provided by all personnel who enter a designated crime scene.

The Venue Agency shall allow use of work space and equipment as needed by the CMIIT.

The Venue Agency requesting the CMIIT will identify an incident liaison for the duration of the investigation. This will be a command or mid-level personnel who was not directly involved with the incident itself. They will assist the CMIIT Commander with any requests for special support such as equipment, food, water, shelter, and transportation within its abilities and available resources.

## **12. WAGE & BENEFIT RESPONSIBILITIES OF MEMBER AGENCIES**

Each Member Agency shall pay all wages and benefits due any of its employees providing services under this Agreement, including overtime pay, worker's compensation benefits and all other regular benefits received by the officer, in the same manner as when those employees are on duty working directly for their employing agency.

## **13. EQUIPMENT AND SUPPLIES**

Each Member Agency agrees to supply its own personnel with the necessary supplies to participate in CMIIT (notebooks, cameras, tapes, electronic media, pens, etc.).

Each Member Agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, used in support of this Agreement.

Each Member Agency will be responsible for repairing or replacing its equipment that may be damaged during an investigation. If the cost is substantial, the agency whose equipment was damaged may request to share the expense with other members but no Member Agency is obligated to contribute.

## **14. EXPENSES**

Each Member Agency shall budget for and finance its operations unless a separate agreement is approved regarding a specific investigation. All regular personnel and operational costs related to the investigation shall be the individual responsibility of each Member Agency providing staff to the CMIIT.

Prior to incurring extraordinary costs associated with travel, specialized equipment, testing, investigative or other expenses not otherwise specifically authorized in the budget of each Member Agency, the CMIIT Commander will consult with the Chief Law Enforcement Officer of the Involved Agency for authorization.

## **15. MEDIA RELATIONS**

The CMIIT Commander will select a spokesperson for the incident from a non-involved agency who will act as PIO. The selection of this spokesperson does not preclude other agency heads from participating in news conferences, press releases or other media opportunities.

Member agencies recognize the importance of speaking with one voice and not releasing information prematurely or which could hinder the investigation. The Involved Agency, the Venue agency and the CMIIT Commander should consult with the appointed PIO on the content of news releases or intended press conference statements prior to their dissemination to the media.

## **16. CONTRACT REPRESENTATIVES/NOTICES**

The contract representative for each agency is the Police Chief. Any notice required to be given pursuant to this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

City of Lacey, ATTN: Police Chief  
420 College Street SE,  
Lacey, WA 98503  
360-459-4333

City of Olympia, ATTN: Police Chief  
P.O. Box 1967  
Olympia, WA 98507-1967  
360-753-8300

City of Tumwater, ATTN: Police Chief  
555 Israel Road SW  
Tumwater, WA 98501  
(360) 754-4200

City of Yelm, ATTN: Police Chief  
206 McKenzie Street  
Yelm, WA 98597  
360-458-5701

## **17. TERM**

This Agreement shall take effect once signed by all governing bodies of each the Member Agencies. The Agreement shall be renewed automatically on the annual anniversary of the date of the last signature affixed to the Agreement, subject to termination as set forth herein.

## **18. TERMINATION/WITHDRAWAL**

Any party to this Agreement may withdraw from the Agreement with the withdrawing party's Contract Representative providing a minimum of thirty (30) days written notice to the other Contract Representatives.

## **19. SUPPLEMENTAL AUTHORITY**

This Agreement shall be construed as supplemental authority and not as limiting any preexisting authority of the parties with respect to mutual aid.

## **20. WAIVER**

The failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that or any other term of this Agreement.

## **21. SEVERABILITY**

It is the intent of the parties that if any part, term, or provision of this Agreement is ruled invalid, the remaining portions of the Agreement shall continue in full force and effect.

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law.

## **22. AMENDMENTS**

This Agreement may only be amended in writing and signed by each party's governing body.

## **23. INDEMNIFICATION**

The parties to this Agreement each agree to defend, indemnify and hold the other, their 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 each entity's respective performance of its responsibilities under this Agreement, except to the extent such injuries and damages are caused by the negligence of one of the other parties.

## **24. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

## **25. PUBLIC RECORDS**

A. Records. Each Member Agency shall retain its own public records as a member of the Board and/or CMIIT and shall respond to any records request submitted to their agency seeking records of the agency's work either as a part of the Board or a part of a CMIIT, with the sole exception of CMIIT Investigation Records which are solely kept by another Member Agency as a part of the independent investigation into an investigation pursuant to this Agreement.

B. CMIIT Investigation Records. Public records requests for records of an investigation conducted by the CMIIT shall be directed to the CMIIT Commander for the CMIIT Commander's Agency to respond. Any Member Agency receiving a request for CMIIT investigation records related to a specified CMIIT investigation will try to provide notification and a copy of the request to the the CMIIT Commander and City Clerk of the Member Agency that performed the investigation. The Member Agency receiving the initial request will, if possible, communicate with the requester to inform them that the requested records are kept by and must be obtained from the CMIIT Commander's Agency directly.

## **26. PUBLIC ACCESS TO AGREEMENT**

Prior to its entry into force, this Agreement shall be posted on the websites of the parties or other electronically retrievable public source or, alternatively, filed with the Thurston County Auditor's Office as set forth in RCW 39.34.040.

**27. 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.

**28. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this Agreement effective on the date shown by each signature.

**City of Lacey**

\_\_\_\_\_  
Scott Spence, City Manager

\_\_\_\_\_  
Robert Almada, Interim Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
David Schneider, City Attorney

**City of Olympia**

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Aaron Jelcick, Interim Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Annaliese Harksen, Deputy City Attorney

**City of Tumwater**

\_\_\_\_\_  
Peter Kmet, Mayor

\_\_\_\_\_  
Jon Weiks, Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

**City of Yelm**

---

J.W. Foster, Mayor

---

Todd Stancil, Chief of Police

APPROVED AS TO FORM:

---

Brent Dille, City Attorney



Washington State  
Criminal Justice Training Commission



LOGIN



LETCSA

/ Statutory Stakeholders

# Statutory Stakeholders

The development of the WACs was a collaborative effort between the Statutory Stakeholders listed below, the public and the WSCJTC. Stakeholders participated in many ways during the rulemaking process including:

- Hosting public engagement meetings to provide updates about the LETCSA process to their community members
- Attending Statutory Stakeholder workshops to engage in meaningful dialogue and share feedback about the draft WAC rules
- Representing the voices of community members who were unable to attend commission meetings to share their public testimony
- Creating versions of the draft WAC rules for discussion and implementation

Below is a list of stakeholders who participated in the negotiated rulemaking process, a link to their website, and a short description (quoted from their website). We would like to thank them for their continued participation and support.

## [American Civil Liberties Union](#)

"The ACLU of Washington is the state affiliate of the ACLU. We work to ensure justice, freedom and equality are realities



for all people in Washington state, with particular attention to the rights of people and groups who have historically been disenfranchised."

### **Black Law Enforcement Association of Washington**

"The Seattle chapter of the NBPA is an affiliate chapter of the National Black Police Association. Originally named as the Black Law Enforcement Association of Washington, our organization was founded by a group of African American law enforcement personnel from various agencies throughout the state."

### **Commission on Asian Pacific Americans**

"The Commission on Asian Pacific American Affairs is a state agency with an advisory board of 12 commissioners who are appointed by the governor to be a voice for Washington's diverse Asian Pacific American communities.

Our mission is to improve the lives of Asian Pacific Americans in Washington State by ensuring their access to participation in the fields of government, business, education, and other areas."

### **Community Passageways**

"Community Passageways (CP) is a Seattle based nonprofit founded in 2017 with a vision for zero youth incarceration. As a felony diversion and prevention program, CP is leading the way in reimagining and actively creating an alternative today's criminal legal system."

### **Community Police Commission**

"The Community Police Commission listens to, amplifies, and builds common ground among communities affected by policing in Seattle. We champion policing practices centered in justice and equity."

### **Council of Metropolitan Police and Sheriffs**

"COMPAS represents King County Sheriffs, The Puget Sound Police Managers Association, and Seattle Police Officers at the state level. Because Washington State's largest law enforcement agencies have special legislative interests, COMPAS represents our members' interests year-round to ensure that their rights and interests are protected in Olympia."

### **De-Escalate Washington**

"De-Escalate WA is a coalition running I-940, and initiative which would reform state-wide policing standards and change the use of force statute in WA."

### **Disability Rights Washington**

"We are a private non-profit organization that protects the rights of people with disabilities statewide. Our mission is to advance the dignity, equality, and self-determination of people with disabilities. We pursue justice on matters related to human and legal rights."

### **Divine Alternatives for Dads Services**

"DADS is a grassroots, urban, 501(c)(3) that is leading a movement to eradicate the epidemic of absent fathers in urban

America. DADS gives fathers hope by walking together in supportive community, helping navigate relational and legal barriers which separate them from their children and families."

### **Equal Rights Washington**

"Equal Rights Washington (ERW) is Washington's statewide lesbian, gay, bisexual, transgender, and queer (LGBTQ) advocacy and community outreach organization. ERW's mission is to ensure and promote dignity, safety, and equality for all lesbian, gay, bisexual, transgender and queer Washingtonians."

### **Latino Civic Alliance**

"Latino Civic Alliance (LCA) is a 501c.3 organization that promotes advocacy and civic engagement in Washington State by encouraging social responsibility and public service. LCA facilitates community and state-based advocacy for Latino/as. We collaborate with the community to improve the public good on the local, state and national level."

### **National Alliance on Mental Illness**

"NAMI, the National Alliance on Mental Illness, is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness. The NAMI organization operates at the national, state and local level. NAMI Washington provides educational resources and events, statewide outreach, advocacy and affiliate organizational support."

### **National Association for the Advancement of Colored People, Seattle/King County, and Spokane**

"The mission of the National Association for the Advancement of Colored People is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination."

### **National Organization of Black Law Enforcement**

"The National Organization of Black Law Enforcement Executives (NOBLE) serves as the conscience of law enforcement by being committed to Justice by Action. NOBLE has nearly 60 chapters and represents over 3,000 members worldwide that represent chief executive officers and command-level law enforcement officials from federal, state, county, municipal law enforcement agencies, and criminal justice practitioners."

### **Not This Time!**

"Not This Time! is a community organization focused on reducing fatal police shootings, changing the laws that govern the use of force, and rebuilding trust between our communities and the police who are sworn to protect and serve us. We were founded in February 2016, and incorporated as a non-profit organization in Washington state later that year."

### **Office of the Attorney General**

"The mission of the Office of the Attorney General is to provide excellent, independent, and ethical legal services to the State of Washington and protect the rights of its people."

### **One America/NW Immigrant Rights Project**

"OneAmerica® is the largest immigrant and refugee advocacy organization in Washington State, organizing with and

advocating for diverse communities including Latinx, African, and Asian. OneAmerica plays an active and leading role in state and national coalitions working on immigrant rights, education, economic and environmental justice, voting rights, and immigrant integration."

"Northwest Immigrant Rights Project promotes justice by defending and advancing the rights of immigrants through direct legal services, systemic advocacy, and community education. Northwest Immigrant Rights Project strives for justice and equity for all persons, regardless of where they were born."

### **Public Defender Association**

"The Public Defender Association (PDA) is a non-profit corporation which advocates for justice system reform and develops alternatives that shift from a punishment paradigm to a system that supports individual and community health. We also provide technical assistance to community partners who are committed to these goals."

### **Puyallup Tribal Council**

"The Puyallup Tribe of Indians have lived along the shores of the Puget Sound in Washington State for thousands of years. The people of the Puyallup Tribe have been known for "generous and welcoming behavior to all people who enter our lands." Living off the waters of the Puyallup River fed by Mount Rainier, the Puyallup People fished, hunted and traveled by these waters."

### **WA Association of Sheriffs & Police Chiefs**

"WASPC is the only association of its kind in the nation combining representatives from local, state, tribal, and federal law enforcement into a single body, working toward a common goal. WASPC's function is to provide specific materials and services to all law enforcement agencies in the state, members and non-members alike."

### **WA Commission on African American Affairs**

"The role of the Commission on African American Affairs is to examine and define issues pertaining to the rights and needs of African-Americans and make recommendations to the Governor, the Legislature and state agencies for changes in state programs and laws."

### **Washington Asian Pacific Islander Coalition**

"The Asian Pacific Islander Coalition (APIC) is dedicated to promoting equitable access to culturally competent and linguistically accessible health and human services, economic development for small businesses, civil and human rights, equal access to education and other concerns of Asian Pacific Americans, including immigrants, refugees, and citizens, in Washington State."

### **Washington Association of Prosecuting Attorneys**

"The Washington Association of Prosecuting Attorneys was founded in 1975 and is a non-partisan, non-profit service organization dedicated to the training and support of county prosecutors. WAPA serves as a voice for county prosecutors at the state and national levels, and acts as a liaison between counties and other levels of

government through research, training, and lobbying."

### WA Council of Police & Sheriffs

"The Washington Council of Police & Sheriffs is recognized as the largest, oldest, and most influential organization representing law enforcement professionals in Washington State. We are committed to protecting the rights and quality of life of law enforcement officers through legislative action, legal defense, and the provision of quality long-term disability, life, and other insurance products."

### WA Fraternal Order of Police

"The WAFOP represents over 2,500 law enforcement officers in the state and directly associated by the National FOP with over 335,000 members. The Fraternal Order of Police is the largest professional law enforcement organization in the nation."

### WA State Patrol Trooper's Association

"Formed in 1980, the WSPTA represents all troopers and sergeants within the Washington State Patrol. The objectives of this Association shall be to negotiate and administer a collective bargaining agreement between it and the State of Washington, to work for the betterment of the hours, working conditions of its members, and to engage in such activities as are necessary to fulfill such purposes."

### Yakama Nation

"Located in southwestern Washington State is the 1,130,000 acres reservation that is home to the Yakima or Yakama Indian Nation (AID,39)."

Campus Map 19010 1st

Staff Directory Avenue South Burien,

Im Washington 98148

WAC Rules and Activity

Public Records Act

Employment

☐ 206.835.7300

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## City Council

### Approval of a Resolution Authorizing Application for a State of Washington Hazard Mitigation Grant to Upgrade the McAllister Wellfield Transmission Main and Resolution Designating the City of Olympia as the Applicant Agent

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.C  
**File Number:**20-0875

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

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#### **Title**

Approval of a Resolution Authorizing Application for a State of Washington Hazard Mitigation Grant to Upgrade the McAllister Wellfield Transmission Main and Resolution Designating the City of Olympia as the Applicant Agent

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Resolution authorizing the City to apply for a State of Washington Hazard Mitigation Grant and the State required form titled "Resolution Designating Applicant Agent", as well as authorize the City Manager to sign the grant, if awarded.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing the City to apply for a hazard mitigation grant and sign the State required form titled "Resolution Designating Applicant Agent", a requirement to be attached to the grant application for the seismic upgrades of the McAllister Wellfield transmission main.

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

Aurora S. Isabel, Project Engineer II, Public Works/Water Resources, 360.753.8323

##### **Presenter:**

None - Consent Calendar Item.

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

The Hazard Mitigation Grant Program (HMGP) is available to the State of Washington following a presidential declaration of a major disaster. The program funds mitigation planning initiatives and

mitigation projects designed to reduce or eliminate the effects and costs of future disaster damage. A Major Disaster Declaration DR-4539 (Severe Winter Storms, Straight-Line Winds, Flooding, Landslides, Mudslides, and Tornado) was federally declared on April 23, 2020. Subsequently, a new HMGP round was announced on June 19, 2020. The announcement identifies funding priorities within the DR-4539 Declared counties, which includes Thurston County.

At least 20 damaging earthquakes have rattled Washington State in the last 125 years - most in Western Washington. According to the 2018 update of the US National Seismic Hazard Model by United States Geological Survey (USGS), the Puget Sound region has a 75 percent or greater chance of being hit by a damaging earthquake in the next 100 years. The new models examine which areas are in the worst danger of earthquakes. The Puget Sound region has the same level of potential danger as California.

The 2016 Hazard Identification and Vulnerability Analysis (HIVA) for the City of Olympia identifies various hazards in the region and then assesses the risk associated with each hazard consistent with the Thurston County regional risk assessment. HIVA has identified Olympia to be high on Risk, Probability of Occurrence, and Vulnerability for earthquakes.

The City's drinking water system supplies potable and firefighting water to a population of approximately 65,000 people. Approximately eighty percent of the City's water supply comes from the McAllister Wellfield located about 8 miles east of the city limits. Water from the McAllister Wellfield is conveyed to the City's water distribution system via the 8.3-mile long, 36-inch diameter McAllister Wellfield transmission main. Aging pipeline and material make the McAllister Wellfield transmission main vulnerable to earthquakes. If damaged by an earthquake, failure of the pipeline would result in uncontrolled release of water and would likely result in a significant loss of water service to businesses and residents, and localized flooding. To facilitate repair and avoid the loss of water and minimize the harmful effects of an uncontrolled release of water resulting from an earthquake, the City proposes to install seismic valves at strategic locations on the McAllister Wellfield transmission main.

The "Resolution Designating Applicant Agent" must be submitted with the completed FEMA Hazard Mitigation Grant Program Sub-Application for the Installation of Seismic Valves on the McAllister Wellfield Transmission Main. The grant sub-application is due November 6, 2020.

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

The goal of the proposed project is to mitigate the loss of an essential service (potable and firefighting water) to residents and businesses that would result from a moderate or severe earthquake causing a failure to the City's transmission pipeline. With the proposed installation of seismic valves at strategic locations, the adverse impacts of an uncontrolled release of water will be minimized.

### **Options:**

- 1 Approve the resolution. This allows staff to apply for the grant by the deadline and, if funded, implement the project in 2022-2025.
- 2 Do not approve the resolution. Staff would not apply for grant funding, instead an alternative source of funding, such as water utility rates, will be required for the project.

**Financial Impact:**

The total project cost is estimated at \$1,500,000. The maximum federal share is 75% of the total eligible costs. The minimum non federal cost share is 25%. In some instances, the state will split the non federal share between the state (12.5%) and the applicant (12.5%). If no state match is received, the City's 25% match will be covered by the Drinking Water Utility.

**Attachments:**

Resolution

Resolution Designating Applicant Agent



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT TO UPGRADE THE MCALLISTER WELLFIELD TRANSMISSION MAIN AND TO EXECUTE, IF AWARDED, ALL DOCUMENTS NECESSARY TO FULFILL THE TERMS OF THE GRANT.**

**WHEREAS**, the City of Olympia's Drinking Water Utility owns and operates a public water supply system that serves customers within its Water Service Area. The City's drinking water system supplies potable and firefighting water to a population of approximately 65,000 people. Approximately eighty percent of the City's water supply comes from the McAllister Wellfield located about 8 miles east of the city limits. Water from the McAllister Wellfield is conveyed to the City's water distribution system via the 8.3-mile long, 36-inch diameter McAllister Wellfield transmission main; and

**WHEREAS**, at least 20 damaging earthquakes have rattled Washington State in the last 125 years - most in Western Washington. According to the 2018 update of the US National Seismic Hazard Model by United States Geological Survey (USGS), the Puget Sound region has a 75 percent or greater chance of being hit by a damaging earthquake in the next 100 years. The 2016 Hazard Identification and Vulnerability Analysis for the City of Olympia has identified Olympia to be high on Risk, Probability of Occurrence, and Vulnerability for earthquakes within the next 25 years. Installing seismic valves will minimize damage to life, property, the economy, or the environment; and

**WHEREAS**, the McAllister Wellfield transmission main is vulnerable to earthquake. If damaged by an earthquake, failure of the pipeline would result in uncontrolled release of water and would likely result in a significant loss of water service to businesses and residents, and localized flooding. Loss of supply at McAllister Wellfield through a transmission failure would have a significant impact on system reliability. Localized flooding and loss of water service would lead to limited, or worse, unavailability of water for firefighting; contamination or pollution of the water supply; disruption of access to roadways and emergency services; and economic losses to local businesses; and

**WHEREAS**, to facilitate repair and avoid the loss of water and minimize the harmful effects of an uncontrolled release of water resulting from an earthquake, the City proposes to install seismic valves at strategic locations on the McAllister Wellfield transmission main; and

**WHEREAS**, the State of Washington, through its Hazard Mitigation Grant Program (HMGP) funds mitigation planning initiatives and mitigation projects designed to reduce or eliminate the effects and costs of future disaster damage. A Major Disaster Declaration DR-4539 (Severe Winter Storms, Straight-Line Winds, Flooding, Landslides, Mudslides, and Tornado) was federally declared on April 23, 2020. Subsequently, a new HMGP round was announced on June 19, 2020. The announcement identifies funding priorities within the DR-4539 Declared counties, which includes Thurston County; and

**WHEREAS**, the City submitted an HMGP pre-application on July 24, 2020 to "Install Seismic Valves on the McAllister Wellfield Transmission Main"; and

**WHEREAS**, this State of Washington Hazard Mitigation Grant Program grant, if awarded to the City, will be used towards the installation of seismic valves on McAllister Wellfield transmission main for the City's Drinking Water Utility. The total project cost is estimated at \$1,500,000; and

**WHEREAS**, the terms of the State of Washington Hazard Mitigation Grant Program requires a 25% matching funds. The maximum grant term is three years; and

**WHEREAS**, the "Resolution Designating Applicant Agent" must be submitted with the completed FEMA Hazard Mitigation Grant Program Sub-Application for the Installation of Seismic Valves on the McAllister Wellfield Transmission Main;

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

1. The City's Drinking Water Utility is authorized to pursue the Hazard Mitigation Grant Program offered by the State of Washington to fund part of the costs of installing seismic valves on the McAllister Wellfield transmission main.
2. The City agrees to comply with the terms of the State of Washington Hazard Mitigation Grant Program, including providing the 25% matching funds.
3. If the City is awarded the State of Washington Hazard Mitigation Grant Program, the City Manager is authorized and directed to execute the State of Washington Hazard Mitigation Grant Program Agreement on behalf of the City of Olympia, and the City Manager is further authorized and directed to execute any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors,

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## Resolution Designating Applicant Agent

For the state of Washington Hazard Mitigation Grant Program Application and Grant:

BE IT RESOLVED THAT

Steven J. Burney, City Manager  
(Print Name and Title)

OR HIS/HER ALTERNATE

Debbie Sullivan, Assistant City Manager  
(Print Name and Title)

Is hereby authorized to execute for and on behalf of the City of Olympia, a local government entity, state agency, special purpose district, federally recognized tribe or private nonprofit organization established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

THAT the City of Olympia hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state disaster mitigation.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Signature

Cheryl Selby, Mayor  
Print Name and Title

\*Note: Applicant agent designation is made by a mayor, county executive or governing board. An individual cannot designate himself/herself as the Applicant Agent.

Approved as to form

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



## City Council

### Approval to Launch the Community Development Block Grant Coronavirus Funding Allocation Public Process

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.D  
**File Number:**20-0883

---

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

---

#### **Title**

Approval to Launch the Community Development Block Grant Coronavirus Funding Allocation Public Process

#### **Recommended Action**

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

Move to approve the launch of the Community Development Block Grant Coronavirus (CDBG-CV 3) funding allocation public process. CDBG funding allocations were discussed at the October 14, 2020 Finance Committee meeting and October 29, 2020 General Government Committee meeting

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

Move to approve the launch of the CDBG-CV 3 public process.

#### **Report**

##### **Issue:**

Whether to authorize staff to receive public comment on the proposed CDBG-CV 3 funding allocations prior to the public hearing at the November 10, 2020 Council meeting.

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

Cary Retlin, Housing Programs Manager, Community Planning & Development, 360.570.3956

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

None - Consent Calendar Item.

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

As required by the US Department of Housing and Urban Development and the City's CDBG Consolidated Plan, the City must conduct a public participation process in order to allocate CDBG funds. A minimum five-day public participation period (November 2 -10, 2020) must be conducted to allow opportunity for public comment on the CDBG-CV 3 allocations.

A public hearing on this topic will be held at the November 10, 2020 City Council meeting. A notice of this process will be posted in The Olympian.

In addition to CDBG and CDBG-CV activities previously approved by City Council, the CDBG CV-3 allocations include the following new or expanded activities and programs:

- Increased funding for the South Sound Senior Center and the Food Bank of Thurston County.
- Funding for an evening Outreach Program to help to prevent and respond to the spread of the coronavirus and lessen its impacts in the unhoused community.
- Increased funding for the Homeless Response Coordinator.
- Increased funding for Program Administration and Management.

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

Many neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

**Options:**

1. Approve the launch of public participation process.
2. Modify the launch of the public participation process.
3. Do not approve launch of the Coronavirus allocation public participation process.

**Financial Impact:**

This public engagement process opens public comment on the proposed CDBG-CV 3 allocation totaling \$370,161 related to economic development and public service Coronavirus response.

**Attachments:**

CDBG CV-3 Budget  
CDBG Quick Guide

# Olympia CDBG, CDBG-CV3 and Economic Recovery Response Budgets

	CDBG-CV3	CDBG	Economic Recovery Funds	CDBG Program Year
<b><u>Emergency Food Assistance</u></b>				
South Sound Senior Center	\$ 50,000	\$ 100,000	\$ -	PY2019
Food Bank of Thurston County	\$ 50,000	\$ 120,000	\$ -	PY2019
Community Kitchen (CCS)	\$ -	\$ 40,000	\$ -	PY2019
Union Gospel Mission Kitchen	\$ -	\$ 15,000	\$ -	PY2019
Union Gospel Mission Kitchen	\$ -	\$ 25,000	\$ -	CDBG-CV
<b>Food Assistance Subtotal</b>	<b>\$ 100,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>	
<b><u>Economic Development</u></b>				
Business Support Programs	\$ -	\$ 102,383	\$ 25,000	CDBG-CV
Business Support Programs	\$ -	\$ 47,617		PY2019
Northwest Coop Development Center	\$ -	\$ 50,000		PY2020
Enterprise for Equity	\$ -	\$ 65,000		PY2020
Thurston Asset Building Coalition	\$ -	\$ 50,000		PY2020
Economic Development Council	\$ -	\$ 97,500	\$ 50,000	PY2020
Evening Outreach	\$ 100,000		\$ -	
United Way	\$ -	\$ -	\$ 50,000	
Thurston Chamber	\$ -	\$ -	\$ 18,000	
Olympia Downtown Association	\$ -	\$ -	\$ 38,650	
Regional Recovery Task Force	\$ -	\$ -	\$ 70,000	
J Robertson Co.	\$ -	\$ -	\$ 50,000	
Childcare	\$ -	\$ -	\$ -	
<b>Economic Development Subtotal</b>	<b>\$ 100,000</b>	<b>\$ 412,500</b>	<b>\$ 301,650</b>	
<b><u>Shelter, Housing and Human Services</u></b>				
Shelter and emergency housing			\$ -	
Foundation for the challenged	\$ -	\$ 59,000	\$ -	PY2019
Homeless Coordinator	\$ 50,161	\$ 150,000	\$ -	CDBG-CV & PY2019
Downtown Ambassadors	\$ -	\$ 113,529	\$ -	PY2020
<b>Housing Subtotal</b>	<b>\$ 50,161</b>	<b>\$ 322,529</b>	<b>\$ -</b>	
SECTION 108 LOAN REPAYMENT		\$ 56,000		PY2019
<b>CDBG Program Subtotal</b>	<b>\$ 250,161</b>	<b>\$ 1,091,029</b>	<b>\$ -</b>	
<b><u>CDBG Administration</u></b>				
CDBG Program Management - PY2020	\$ 120,000	\$ 92,500	\$ -	PY2020
	<b>CDBG-CV3 TOTAL</b>	<b>CDBG TOTAL</b>	<b>ECONOMIC RECOVERY TOTAL</b>	
	<b>\$ 370,161</b>	<b>\$ 1,183,529</b>	<b>\$ 301,650</b>	

## Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response

### REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

### Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

<i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i>	
<b>Buildings and Improvements, Including Public Facilities</b>	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i>	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i>	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
<b>Assistance to Businesses, including Special Economic Development Assistance</b>	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i>	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i>	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

<b>Provision of New or Quantifiably Increased Public Services</b>	
<p>Following enactment of the CARES Act<sup>1</sup>, the public services cap<sup>2</sup> has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.</p> <p><i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i></p>	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
<b>Planning, Capacity Building, and Technical Assistance</b>	
<p>States only: planning grants and planning only grants.</p> <p><i>See section 105(a)(12).</i></p>	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
<p>States only: use a part of to support TA and capacity building.</p> <p><i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i></p>	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
<p>Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i></p>	Gather data and develop non-project specific emergency infectious disease response plans.

### Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

### Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov)
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

<sup>1</sup> On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

<sup>2</sup> Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.





## City Council

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

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.E  
**File Number:**20-0813

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

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#### **Title**

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

#### **Recommended Action**

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

The Land Use and Environment Committee recommends the proposed changes.

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

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

#### **Report**

##### **Issue:**

Whether to approve the proposed parking ordinance changes.

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

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

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

None - Consent Calendar Item.

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

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

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

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

- renaming the residential zones to better reflect the neighborhood's residential character,

- increasing fines for overtime parking to match the Capitol's,
- reducing the number of permitted vehicles per household from four to three,
- allowing for on-street metered parking,

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

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

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

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

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

**Options:**

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

**Financial Impact:**

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

**Attachments:**

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

Ordinance No. \_\_\_\_\_

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

**WHEREAS**, the Olympia Downtown Strategy (the Downtown Strategy) was adopted in April 2017, and identified public priorities and realistic, impactful actions to move forward the vision of the Olympia Comprehensive Plan and goals for Downtown Olympia, fostering a rich diversity of downtown places and spaces that will attract and support people who live, work, and play in Downtown Olympia; and

**WHEREAS**, in April 2019, the City of Olympia adopted a Downtown Olympia Parking Strategy for the years 2019-2029 (the Parking Strategy) with the intent of supporting the Downtown Strategy by ensuring citizens have safe, predictable parking; and

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

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

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

**WHEREAS**, changes to the Parking Code will also enable Community Planning and Development Parking Services staff to more effectively manage parking in and around downtown, including adjacent neighborhoods; and

**WHEREAS**, this Ordinance is supported by the staff report and accompanying materials concerning the Ordinance, along with documents on file with the City;

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

**Section 1. Amendment of OMC 4.70.010.** Olympia Municipal Code Section 4.70.010 is hereby amended to read as follows:

4.70.010 Residential parking fees

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

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

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

**10.16.055 Residential Parking Program Established – Penalty for violation**

A. There are established residential parking zones within the city, which zones shall be described as follows:

1. Zone 1 - South Capitol Neighborhood Parking Zone 1: Area bounded by Interstate 5 on the south and the east, by and including Sylvester Street on the west, and by and including 14th Avenue on the north except the areas described in Subsection 2 and 3 below, described as the ~~Capitol Campus Area~~ South Capitol Neighborhood Parking Zones 2 and 3.
2. Zone 2 - ~~Capitol Campus Area~~ South Capitol Neighborhood Parking Zone 2: Area bounded by 14th Avenue on the north, Capitol Way on the east to mid-block between 17th Avenue and 18th Avenue, between the southern end of Sylvester Street and Capitol Way to the south.
3. Zone 3 - ~~Capitol Campus Area~~ South Capitol Neighborhood Parking Zone 3: Area bounded by mid-block between 17th Avenue and 18th Avenue, south of the partial alley on the east, to and including 20th Avenue on the south, Capitol Way on the east, and Capitol Lake on the west.
4. Zone 4 - East Jefferson Neighborhood: Area bounded by, but not including, Jefferson Street on the west, the Burlington Northern Railroad on the east, by, but not including, Union Avenue on the north, and bounded on the south by the access road to Interstate 5.
5. Zone 5 - Union Avenue Neighborhood: Area bounded by and including 8th Avenue on the north, by and including, 11th Avenue between Capitol Lake and Jefferson Street on the west and on Union Avenue between Jefferson Street and Plum Street on the south, and by Plum Street on the east.
6. Zone 6 - East Plum Street Area: Area bounded by and including Plum Street on the west and by, but not including, Eastside Street on the east, and by and including State Avenue on the north and by and including 8th Avenue on the south.
7. Zone 7 - Downtown Neighborhood: Area bounded by Capitol Lake/Budd Inlet on the west, by and including Market Street on the north, by, but not including, Plum Street on the east, and by, but not including, 8th Avenue on the south.
8. Zone 8 - Marina Residents: Area bounded by and including Market Street on the north, Budd Inlet on the west, by and including "B" Avenue on the south, and by and including Washington Street on the east.

B. There are established criteria to participate in the Residential Parking Program as set forth below:

1. A resident ~~shall be described as~~ is any person(s) who establishes that the person(s) resides in the applicable residential parking zone and that the person(s)' residence is adjacent to a timed or meter parking area.

2. Exemption for vehicles ~~shall be~~ is valid only for so long as the person named therein remains the registered owner of the vehicle and so long as that person remains a resident of or visitor to the applicable resident parking zone.

3. No vehicle will be registered until such time as all Olympia parking citations issued to the individual applying for residency are paid in full.

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

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

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

~~ab. Residents in Zones 1, 2, 3 and 4~~ may register up to a maximum of four (4) vehicles per household (address) regardless of the number of licensed drivers (residents).

~~bc. Residents in Zones 5, 6, and 7, and 8~~ may register one (1) vehicle per licensed driver (resident), up to a maximum of four per household (address).

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

5. Any and all citations issued to the applicant must be paid in full before residential program registration may be issued.

C. There are established certain requirements and registration documentation to participate in the Residential Parking Program as set forth below:

A resident of one of the zones established herein may apply to the Community Planning and Development Department, Parking Services, for exemption of up to four ~~(4)~~ qualified vehicles. The following must be met and the required documentation must be provided to qualify for an exemption. If a Homeowner, Resident, or Agent does not comply with any of the conditions set forth in the required sworn statements in either subsection C(4)(a) or C(5)(a) below, all residents residing at the applicable address will be removed from the residential parking program until such time that the Parking Services Supervisor determines that the conditions and requirements stated herein have been met.

1. Proof of Residency for Renters: Residency ~~shall~~ must be proven for the applicable address by showing the following documents:

a. Current official mail (such as a utility bill for the applicable address or bank statement); and

b. Either a current residential lease (valid rental agreement) or a notarized statement from the applicable homeowner or landlord verifying that the applicant is residing at the applied for address.

2. Proof of Residency for Homeowners: Residency ~~shall~~ must be proven for the applicable address by showing current official mail and vehicle registration with matching applicable address.

3. Vehicle Registration Requirements: Residents shall provide all of the documents listed below:
    - a. Current vehicle registration that is registered to the same address or to the same last name;
    - b. Proof of vehicle insurance; and
    - c. A valid driver's license.
  
  4. Home-based Business Affidavit: All residents in all zones ~~must~~ shall sign a sworn statement that the following is true and correct:
    - a. All home occupation permits and licenses have been obtained and are current for home business occupations occurring at the address for which the parking permit is requested.
    - b. The resident applying for the parking permit resides either full or part-time at the address for which they are applying.
  
  5. Off-street Parking Affidavit: All homeowners or agents of residences in Zones 1, 2, and 3 ~~must~~ shall sign a sworn statement that the following is true and correct:
    - a. That any existing on-site parking, at the address for which the parking permit is being requested, is not leased or reserved for any person(s) not residing at said address.
  
  6. The Director of the Community Planning and Development Department has the authority to establish an annual residential permit renewal system.
- D. There are established residential program guideline requirements within the City, as follows:
1. No boats, trailers, campers, recreational vehicles, or buses will be permitted in the Residential Parking Program.
  2. No vehicles which exceed the size of a parking stall will be permitted in the Residential Parking Program.
  3. The registered vehicle must be moved at least once every five ~~(5)~~ days.
    - a. Penalty for Violation. A showing that a vehicle with valid Residential Parking Program registration was found parked in that vehicle's registered residential parking zone without moving for five days ~~shall constitute a prima facie presumption evidence~~ shall constitute a prima facie presumption evidence that the vehicle has been parked in violation of this section.
    - b. A first infraction ~~shall constitute~~ shall constitute overtime parking and ~~shall result~~ shall result in a penalty of twenty and no/100 dollars (\$20.00). If a vehicle is found, pursuant to Section 10.16.055.D.3, parked in the same location 24 hours later, this ~~shall constitute~~ shall constitute a chain parking violation and ~~results~~ results in a penalty of forty and no/100 dollars (\$40.00). After three citations for violation of this section, the vehicle may be impounded as provided for in OMC 10.16.300.

4. Vehicles must be currently registered and operable throughout the course of their residency.
5. Residents may thereafter park any vehicle that is registered in the Residential Parking Program in any legal on-street parking space within their zones as described below:
  - a. Zone 1 - South Capitol Neighborhood Zone 1: 1- and 2-hour timed, and 3-hour metered parking spaces.
  - b. Zone 2 - ~~Capitol Campus Area~~ South Capitol Neighborhood Zone 2: 1-hour timed and 2-hour metered parking spaces.
  - c. Zone 3 - ~~Capitol Campus Area~~ South Capitol Neighborhood Zone 3: 1- and 2-hour parking spaces.
  - d. Zone 4 - East Jefferson Neighborhood: 2-hour parking spaces and 9-hour meters.
  - e. Zone 5 - Union Avenue Neighborhood: 2-hour parking spaces and 9-hour meters.
  - f. Zone 6 - East Plum Street Area: 90-minute parking spaces and 9-hour meters.
  - g. Zone 7 - Downtown Neighborhood: 9-hour meters.
  - h. Zone 8 - Marina Residents: 9-hour meters.
6. Failure to comply with these requirements may result in removal from the Residential Parking Program.

E. There are established guidelines for visitor(s) of residents as follows:

1. All residents in Zone 1 who participate in the Residential Parking Program may apply for an exemption for their visitor's vehicle.
  - a. Visitor exemptions will only be issued for guests of people residing at the household (address). Exemptions ~~shall be~~ are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed ten (10) business days.
  - b. Visitor exemptions are unlimited.
  - c. Parking Services must be notified of the resident's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.
2. All residents in Zones 2 and 3 who participate in the Residential Parking Program may apply for an exemption for their visitor's vehicle.
  - a. Visitor exemptions will only be issued for guests of people residing at the household (address). Exemptions ~~shall be~~ are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed ten (~~10~~) business days.

- b. Visitor exemptions will be limited to two vehicles per month January 1 through April 30.
  - c. Visitor exemptions May 1 through December 31 are unlimited.
  - d. Parking Services must be notified of the resident's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.
3. All residents in Zones 4, 5, 6, 7 and 8 who participate in the Residential Parking Program may apply for an exemption for their visitor's vehicle.
- a. Visitor exemptions ~~shall~~will only be issued for guests of people residing at the household (address). Exemptions ~~shall be~~ are valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed ten ~~(10)~~ business days.
  - b. Parking Services must be notified of the resident's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.
4. The Parking Services Supervisor ~~can~~may authorize an extension on the exemption period on visitor permits for licensed caregivers of disabled residents.

F. There are established enforcement procedures ~~which shall be described~~ as follows:

- 1. The Director of Community Planning and Development or their designee shall establish methods and procedures to implement the provisions of this section. The methods and procedures ~~shall~~must be designed to provide parking time limit exemptions to residents of the streets named above in an efficient and equitable manner in accordance with all applicable laws.
- 2. No person ~~shall~~may stop, stand, or park any vehicle on the streets within any of the residential parking zones created by this chapter for a consecutive period of more than one hour, or as indicated for a particular street in OMC 10.16.050, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except recognized holidays, and except as may be provided for resident and visitor parking set forth by this chapter.

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

10.16.080 Free parking limits -- Penalty for Violation

- A. No person ~~shall~~may park any vehicle on streets or within zones designated as timed parking for a consecutive period of more than the indicated limits set forth pursuant to OMC 10.16.050, or otherwise in this chapter.
- B. A showing that a vehicle was found parked in any on-street parking spaces within any one residential parking zone for more than the allotted time, ~~shall constitute a prima facie presumption evidence~~ that the vehicle has been parked in violation of this section. It ~~shall be~~ is no defense that the vehicle has been moved from one parking space to another within the parking zone if the vehicle remains in the zone at the end of the applicable time limit.



C. A first infraction in Residential Zones 4,5,6,7, or 8 ~~shall-constitutes~~ overtime parking and ~~shall-results~~ in a penalty of twenty ~~and no/100~~ dollars (\$20.00). If a vehicle is found, pursuant to OMC 10.16.055 through 10.16.110, parked within the areas designated herein for a second or subsequent consecutive timed period, same ~~shall-constitutes~~ chain parking and results in a penalty of forty ~~and no/100~~ dollars (\$40.00).

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

~~DE.~~ When a vehicle is found parked within Residential Zone 2 designated pursuant to OMC 10.16.055.A.2 for a second, third or fourth subsequent consecutive timed period, each occurrence ~~shall-constitutes~~ an additional chain parking violation and ~~shall-results~~ in an additional penalty of ~~forty-fifty~~ and no/100 dollars (~~\$40.00~~50.00) for each of the second, third or fourth subsequent chain parking violations.

**Section 4. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**

**PRESENTATION TO TRIAD  
December 6, 2019**

**Purpose of this Briefing**

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

**Background**

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

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

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

Each group of representatives reflects different elements of the problem.

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

**Process**

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

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

- Identify potential solutions from among the options.

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

### **Conclusions & Recommendations**

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

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

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

#### Conclusions

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

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

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

#### Recommendations

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

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

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

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

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

**The following consensus recommendations will be made to the State:**

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

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

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

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

**Submitted by Participants:**

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

Facilitator: Cynthia Stewart

**ATTACHMENT 1: South Capitol Neighborhood Parking Zones**

*(to be added)*

**ATTACHMENT 2: Paid Parking at Specific Areas abutting SCN**

*(to be added)*

**ATTACHMENT 3: INTERESTS & STANDARDS FOR DECISIONS**

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

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

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

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

Home » City Services » Parking Services » Residential Parking

# Residential Parking

### Featured Links

#### Commute Options

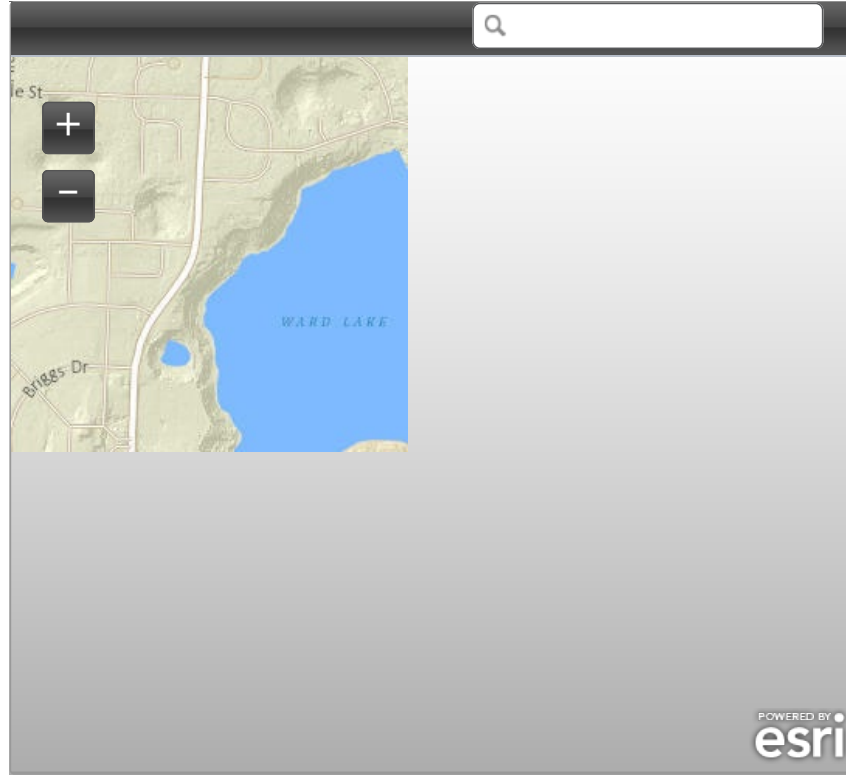
- [Free DASH Shuttle](#)
- [Intercity Transit](#)
- [Biking & Walking](#)

### Navigation

#### Parking Services

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

## Residential Zone Map



## Residential Parking Program

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

### Registration Fees

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

### Residential Parking Zones

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

[Registration/Renewals/Visitors](#)

### Required documentation

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

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

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

**Where to Park?**  
VIEW OUR NEW DOWNTOWN PARKING MAP.

**Ticketed?**  
LEARN HOW TO PAY OR APPEAL YOUR CITATION.

**Ticketed?**  
LEARN HOW TO PAY OR APPEAL YOUR CITATION.

**City Calendar**

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

→ [View full calendar...](#)

**City Updates**

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

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

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

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

**COUNCIL MEETINGS DURING**

feedback

registration will be accepted.

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

### Renewing Your Registration

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

### Having Visitors?

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

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

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

### Questions?

Contact Parking Services at 360.753.8017 or [parkingservices@ci.olympia.wa.us](mailto:parkingservices@ci.olympia.wa.us)

[back to top...](#)

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The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.

City of Olympia, Washington  
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Olympia, WA 98507-1967

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

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





## City Council

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

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.F  
**File Number:**20-0817

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

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### Title

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

### Recommended Action

#### Committee Recommendation:

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

#### City Manager Recommendation:

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

### Report

#### Issue:

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

#### Staff Contact:

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

#### Presenter:

Nicole Floyd, Senior Planner, Community Planning and Development

#### Background and Analysis:

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

Currently the City does not allow recreational vehicles to be used as residences anywhere in the City. Recent revisions to State Law were adopted to ensure local regulations do not discriminate against consumer choices in the placement of homes. The Revised Code of Washington (RCW) was

amended to prohibit cities from preventing the use of recreational vehicles used as primary residences in manufactured/mobile home communities. The Municipal Code therefore must be amended to conform to the revised RCW language.

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

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

None Known.

**Options:**

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

**Financial Impact:**

None

**Attachments:**

Ordinance  
Planning Commission Letter

Ordinance No. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**B. EXTERIOR PROPERTY AREAS**

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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

302.11 Cargo containers and semi-trailers.

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

302.11.2 Semi trailers shall not be used as storage buildings.

302.12 Additional nuisances.

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

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

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

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

R. DEFINITIONS - SPECIFIC.

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

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

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

Rear Yard. See Yard, Rear.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

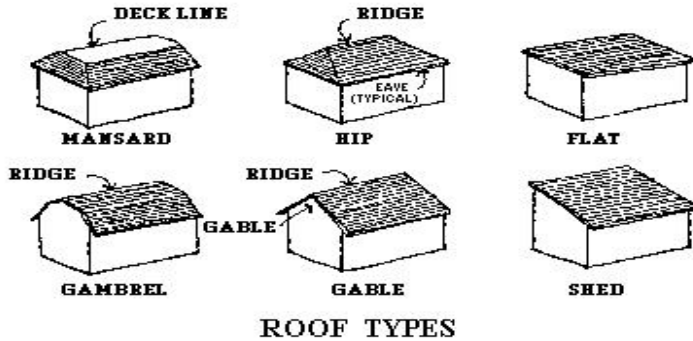
Review Authority. A person, committee, commission or council responsible for review and final action on a land use or development entitlement or permit.

Revolving Sign. See Sign, Animated.

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

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

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

**FIGURE 2-6**

Roof. The outside top covering of a building.

Rooming House. See Lodging House.

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

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

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

**18.04.040 Permitted, conditional and prohibited uses**

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

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

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



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

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

P. MANUFACTURED OR MOBILE HOME PARKS.

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

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

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

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

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

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

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

**DD. TEMPORARY USES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**

August 13, 2020

Mayor Selby and City Councilmembers  
City of Olympia, Washington

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

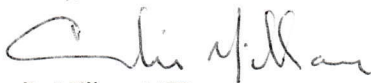
Dear Mayor and City Councilmembers;

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

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

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

Sincerely,



Candis Millar, AICP  
Chair, Olympia Planning Commission



## City Council

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

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 4.G  
**File Number:**20-0828

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

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#### **Title**

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

#### **Recommended Action**

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

Not referred to a committee.

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

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

#### **Report**

##### **Issue:**

Whether to amend Ordinances 7247 on second reading.

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

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

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

None - Consent Calendar item

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

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

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

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

The attached ordinance includes recommended amendments to the 2020 Operating Funds, Specials

Funds, and Capital Funds for department requests for budget amendments for the 3rd Quarter in 2020. Department requests are summarized below:

### **Administrative Services**

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

### **Community Planning & Development**

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

### **Parks**

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

### **Police**

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

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

None noted.

### **Options:**

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

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

**Financial Impact:**

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

**Attachments:**

Ordinance



Ordinance No. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

**Operating Budget**

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

**Special Funds Budget**

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

**Capital Budget**

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

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

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

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

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

**Mark Barber**  

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CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Homelessness and COVID-19 - First and Final Reading

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 5.A  
**File Number:**20-0878

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**Type:** ordinance **Version:** 1 **Status:** Public Hearing

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#### **Title**

Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Homelessness and COVID-19 - First and Final Reading

#### **Recommended Action**

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

Not referred to a committee.

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

Conduct a public hearing and move to approve the ordinance declaring a continuing state of public health emergency relating to human health and environmental conditions caused by increasing homelessness and COVID-19 on first and final reading.

#### **Report**

##### **Issue:**

Whether to conduct a public hearing and approve an ordinance declaring a continuing state of public health emergency relating to increasing homelessness and COVID-19.

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

Leonard Bauer, Director, Community Planning and Development, 360.753.8227

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

Leonard Bauer, Director, Community Planning and Development

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

Homelessness is an issue of urgent public concern facing Olympia and the region. On June 14, 2018, the Thurston County Board of Health declared homelessness a public health crisis in Thurston County.

The City Council passed and adopted Ordinance No. 7146 on July 17, 2018, declaring a public health emergency related to homelessness (the Ordinance). The Ordinance requires review of the

conditions that gave rise to the public health emergency by the City Council every six months to determine if those conditions continue to warrant keeping the Ordinance measures in place. If the Council finds that the conditions still exist, the Ordinance may be extended for an additional six months until the sunset date of December 19, 2021.

After considering public testimony and reviewing the conditions that gave rise to this public health emergency, the City Council found that the conditions still existed and passed and adopted ordinances declaring a *continuing* state of public health emergency relating to homelessness as follows:

- Ordinance No. 7179 - December 18, 2018
- Ordinance No. 7192 - May 7, 2019
- Ordinance No. 7207 - November 12, 2019
- Ordinance No. 7243 - May 5, 2020

The City has been in the process of identifying and implementing solutions-based actions to address this increasingly challenging issue since first declaring a public health emergency. However, conditions necessitating a public health emergency continue to exist in the City, including widespread unsanctioned camping, threats of communicable diseases from unsanitary conditions, environmental degradation from human waste and garbage, illegal drug use, and improper use of public and private property throughout our community.

The public health emergency relating to homelessness has been further compounded and exacerbated by the special dangers posed by the novel coronavirus COVID-19 pandemic to persons who are homeless. The pandemic has been recognized as a public health emergency by federal, state and City declarations related to the danger posed by the COVID-19 virus.

The above circumstances are and continue to present significant public health and safety issues for the entire community and necessitate urgent further actions to mitigate the conditions giving rise to this threat to public health and safety.

Declaring a state of continuing public health emergency provides a factual basis for the City's present and existing public health emergency and references statutory authority that allows the City more flexibility to act quickly in response to homelessness. Under the Ordinance, the City may, for example, obligate funds, enter into contracts, or site facilities outside of normal time-consuming procedures.

This ordinance declaring a continuing public health emergency shall take effect immediately upon adoption by a vote of a majority plus one, and the emergency will be in effect through December 19, 2021. In six months after adoption of this continuing public health emergency ordinance, the City Council will review the conditions that gave rise to this public health emergency to determine if the Ordinance should be extended for another six-month period, with possible successive renewals until the sunset date.

**Neighborhood/Community Interests:**

Homelessness and its impacts affect the entire City.

**Options:**

1. Conduct a public hearing and move to approve the ordinance declaring a continuing state of public health emergency relating to human health and environmental conditions caused by increasing homelessness and COVID-19.
2. Conduct a public hearing and move to take no action.

**Financial Impact:**

No immediate impacts.

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY AND DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HOMELESSNESS AND COVID-19; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; AND DECLARING AN EMERGENCY SO THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION**

**WHEREAS**, persistent and increasing homelessness is a public health and safety issue that greatly impacts people experiencing homelessness, as well as the entire community, all citizens, neighborhoods, and businesses; and

**WHEREAS**, the Olympia City Council passed Ordinance No. 7146 on July 17, 2018, finding and declaring a public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia; and

**WHEREAS**, since the adoption of Ordinance No. 7146, the number of homeless persons and tents within the downtown zone of the City of Olympia dramatically increased, particularly since August 2018, causing serious and detrimental conditions relating to human health, sanitation, and welfare; and

**WHEREAS**, the Olympia City Council passed Ordinance No. 7179 on December 18, 2018, finding that the public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia was continuing; and

**WHEREAS**, the Olympia City Council passed Ordinance No. 7192 on May 7, 2019, finding that the public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia was continuing; and

**WHEREAS**, the Olympia City Council passed Ordinance No. 7207 on November 12, 2019, finding that the public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia was continuing; and

**WHEREAS**, on May 5, 2020, the Olympia City Council passed Ordinance No. 7243, finding that the public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia was continuing and was further compounded and exacerbated by the special dangers posed by the novel coronavirus COVID-19 pandemic; and

**WHEREAS**, the number of homeless persons occupying portions of the downtown zone within the City of Olympia has caused significant and real problems for public health and safety relating to human excrement, urine, trash, refuse, needles associated with drug use; all of which pose a serious and immediate danger to public health; and

**WHEREAS**, the Olympia City Council finds that in Olympia and Thurston County and throughout the nation, large numbers of individuals, families and unaccompanied youth are experiencing homelessness due to such factors as job loss, rising housing costs, stagnant and declining wages, family crisis, domestic violence, trauma, substance abuse or addiction, and mental health issues, and discrimination based on race, disability, sexual orientation, gender expression, and transgender status; and that such conditions



have not abated or decreased since the adoption by Council of Ordinance No. 7146 on July 17, 2018, but have shown increasing signs within the City of Olympia; and

**WHEREAS**, communities such as Seattle, Washington; Tacoma, Washington; Portland, Oregon; and Los Angeles, California, have declared states of emergency in order to provide expedited emergency services and shelters for unsheltered individuals, families and unaccompanied youth and are continuing to struggle with the effects of homelessness within their respective jurisdictions; and

**WHEREAS**, the supply of available temporary shelter beds in Thurston County and City of Olympia is inadequate to meet demand of homeless persons; and

**WHEREAS**, the Eighth Amendment to the U.S. Constitution, as interpreted by the Ninth Circuit Court of Appeals in *Martin v. City of Boise*, 902 F.3d 1031 (Sept. 4, 2018), precludes the City from enforcing criminal ordinances against homeless persons for sleeping outside on public property when there is no access to alternative shelter or lawful camping sites, and the United States Supreme Court declined review of the Ninth Circuit's decision on December 16, 2019, resulting in the *Boise* decision being the law within the Ninth Circuit; and

**WHEREAS**, the Olympia City Council finds there is an emergency need for designated public property so homeless persons may lawfully camp within the City of Olympia with public sanitation facilities, potable water, and collection of trash and refuse for proper solid waste disposal; and

**WHEREAS**, the experience of being unsheltered is traumatic and endangers public health as these conditions expose occupants to harmful weather conditions, communicable diseases such as hepatitis, tuberculosis, respiratory illnesses, malnutrition, and violence; and exacerbate medical conditions such as high blood pressure, diabetes and asthma because there is no safe place to properly store medications or syringes; and

**WHEREAS**, mental health issues such as depression or schizophrenia often develop or intensify for unsheltered individuals, and those conditions frequently co-occur with a complex mix of severe physical, alcohol and/or substance use, and other social problems; and

**WHEREAS**, when a patient's health is continually compromised by unstable conditions, health care services are rarely effective, and inpatient hospitalization or residential drug treatment and mental health care rarely have lasting impacts when a patient is returned to a homeless environment; and

**WHEREAS**, other environmental degradation can occur, such as damage to critical wetlands and wetland and river buffers when occupied by encampments, or surface water contamination due to runoff from garbage that can find its way into groundwater, rivers, and to other waterbodies causing harm to people, fish and wildlife; and

**WHEREAS**, conditions necessitating a public health emergency continue to exist in the City of Olympia, including widespread unsanctioned camping, threats of communicable diseases from unsanitary conditions, environmental degradation from human waste and garbage, illegal drug use, and improper use of public and private property throughout our community; and

**WHEREAS**, the above circumstances are and continue to present significant public health and safety issues for the entire community and necessitate urgent further actions to mitigate the conditions giving rise to this threat to public health and safety; and

**WHEREAS**, the City of Olympia is confronted with exigent financial circumstances related to this public health and safety emergency to protect its citizens and residents, and to protect the community; and

**WHEREAS**, the growing homeless population in the City of Olympia has surpassed Olympia’s available means and resources, such that assistance is urgently needed from Thurston County and the State of Washington to make available county and state lands, buildings and other resources to help provide temporary camping and shelter for Olympia’s homeless population; and

**WHEREAS**, the public health emergency relating to homelessness has been further compounded and exacerbated by the special dangers posed by the novel coronavirus COVID-19 pandemic to persons who are homeless, and said pandemic has been recognized as a public health emergency by federal, state and City declarations related to the danger posed by the COVID-19 virus; and

**WHEREAS**, the above circumstances warrant the exercise of the City of Olympia’s power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW; 35.33.081 RCW; Chapter 38.52 RCW; Chapter 39.04 RCW; WAC 197-11-880; and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such continuing public health emergency to mitigate the conditions giving rise to the public health emergency;

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

**Section 1.** The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

**Section 2.** It is hereby declared that a continuing state of public health emergency exists due to an exigent threat to human health and environmental conditions related to homelessness affecting the City of Olympia. Therefore:

- A.** The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the effects of the emergency.
- B.** All of the personnel, services and facilities of the City of Olympia will be utilized as needed, in response to the emergency needs of the community.
- C.** Those departments, officers, and employees of the City of Olympia are authorized and empowered, among other things, to do the following:
  - (1) Obligate funds for emergency expenditures as directed by the City Council;
  - (2) Enter into contracts and incur obligations necessary to combat such emergency situations to protect the public health and safety of persons and property;
  - (3) Provide appropriate emergency shelter or lawful camping sites to houseless individuals; and
  - (4) Take other actions, as appropriate, in response to such public health emergency.
- D.** Each designated City department is authorized to exercise the powers vested under Section 2 of this Ordinance in the light of these exigencies of an extreme emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).
- E.** The Mayor is authorized to submit a written request to the Board of Commissioners for Thurston County, and to Governor Jay Inslee, to make available county and state lands, buildings, and other resources to address the public health emergency caused by the rapidly growing homeless population in the City of Olympia.

**Section 3. Sunset Provision.** This ordinance shall sunset and no longer be in force or effect at 11:59 p.m. on December 19, 2021. The City Council shall, no later than six (6) months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine

if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this continuing public health emergency. If the City Council finds such conditions still exist, the City Council may extend this ordinance for an additional six (6) month period, and can do so successively until the sunset date on December 19, 2021.

**Section 4. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

**Section 7. Effective Date.** This Ordinance is for the immediate preservation of public peace, health, safety, and welfare pursuant to City of Olympia public health emergency Ordinance No. 7146 and shall take immediate effect upon adoption, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Log Cabin Extension Briefing

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 6.A  
**File Number:**20-0876

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

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**Title**

Log Cabin Extension Briefing

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Briefing only. No action required.

**Report**

**Issue:**

Receive a briefing on future transportation needs in SE Olympia, including the future extension of Log Cabin Road from Boulevard Road to Wiggins Road.

**Staff Contact:**

Mark Russell, P.E., Deputy Director, Public Works Department, 360.753.8762

**Presenter(s):**

Mark Russell, Deputy Director of Public Works

Jonathon Turlove, Director of Parks Planning and Maintenance

**Background and Analysis:**

Under the Growth Management Act, the City needs to plan for a transportation system that accommodates future growth. The Regional Transportation Plan and the City's Comprehensive Plan include a future extension of Log Cabin Road from Boulevard Road to Wiggins Road. The Log Cabin Road Extension will pass through a portion of the area known as LBA Woods.

This briefing will focus on the need for the project in the future, likely 15-20 years from now. Staff will also present the information and options Council considered when purchasing the Log Cabin Road right-of-way and park property several years ago.

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

There is community interest in preserving the area known as LBA Woods as open space and for

parks use. The future Log Cabin Road Extension project would build a road through a portion of this area.

**Options:**

Briefing only. No action required.

**Financial Impact:**

None at this time.

**Attachments:**

None.



## City Council

### Approval of a Recommendation to Contract with Ogden Murphy Wallace for Police Auditor Services and Draft Scope of Work

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 6.B  
**File Number:**20-0881

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

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#### **Title**

Approval of a Recommendation to Contract with Ogden Murphy Wallace for Police Auditor Services and Draft Scope of Work

#### **Recommended Action**

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

On October 8, 2020, the General Government Committee met to interview firms to provide Police Auditor Services. Based on these interviews, the Committee unanimously recommended Ogden Murphy Wallace, P.L.L.C. to provide Police Auditor Services for the City of Olympia.

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

Move to approve the General Government Committee's recommendation to contract with Ogden Murphy Wallace for Police Auditor Services and the scope of work within the draft contract.

#### **Report**

##### **Issue:**

Whether to approve the General Government Committee's recommendation to contract with Ogden Murphy Wallace for Police Auditor Services and the scope of work within the draft contact.

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

Debbie Sullivan, Assistant City Manager, 360.753.8499

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

Debbie Sullivan, Assistant City Manager  
Tara Parker, Ogden Murphy Wallace, P.L.L.C

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

At Council's August 11, 2020 meeting, they directed staff to launch the hiring process for a Police Auditor under the existing Ordinance No. 6220. The application process closed on September 21, and three applications were received. The General Government Committee reviewed the applications and chose to interview two candidates.

On October 8, the General Government Committee interviewed the candidates and unanimously

agreed to recommend Ogden Murphy Wallace, P.L.L.C (OMW) to the full Council to serve as the City's Police Auditor.

OMW is a leader in employment law and workplace relations in the Pacific Northwest, with offices in Seattle and Wenatchee. They have provided external investigations to several law enforcement-related agencies; are knowledgeable and experienced in investigations related to discrimination, harassment, bias, inappropriate conduct, retaliation, use of excessive force, and conduct prohibited by workplace civility policies.

The scope of work in the draft contract for the Police Auditor is as follows:

1. Reviewing police professional standards investigations relating to complaints about the Police Department or its employees to determine if the investigations meet the standard of being complete, thorough, objective, and fair.
2. Reviewing all complaints about police employees that allege the use of excessive or unnecessary force, civil rights violations, or bias. Review of all reported uses of force within the Department as defined in Olympia Police Department General Order 1.4.
3. Providing an impartial review of the Police Department's internal investigative process and verification of the Department's compliance with established policy and procedures.
4. Filing a mid-year and annual report with the City Council, with a copy to the City Manager which lists the complaint type, whether additional investigation was requested, the response, and a finding on each complaint case audited indicating whether the investigation met established standards or failed to meet established standards. Each report shall give an analysis of key trends and patterns, and recommendations for revisions.
5. Being available to address questions at Council meetings when the mid-year and annual reports are presented.

The term of the contract is for one year which will start once the agreement is signed by both parties. The total compensation is not to exceed \$30,000 which is the amount Council appropriated as part of the 2020 budget process.

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

The community is interested in City Council hiring a Police Auditor who can provide an independent review of investigations and complaints against the Olympia Police Department.

**Options:**

1. Approve the General Government Committee's recommendation to enter into a contract for Police Auditor Services with OMW and the proposed scope of work. The Police Auditor will be under contract once the agreement is signed by both parties.
2. Approve the General Government Committee's recommendation to enter into a contract for Police Auditor Services with OMW and direct staff to amend the proposed contract and scope of work based on feedback from the City Council.
3. Do not approve the General Government Committee's recommendation to enter into a contract with OMW and direct staff to launch a new search.

**Financial Impact:**

Council appropriated \$30,000 for Police Auditor Services in the 2020 Operating Budget.

**Attachments:**

Ogden Murphy Wallace RFQ  
Draft Contract





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**TARA L. PARKER**  
206.447.2263  
tparker@omwlaw.com

September 21, 2020

**VIA EMAIL ONLY**

Debbie Sullivan, Assistant City Manager - Strategic Initiatives  
City of Olympia  
601 Fourth Avenue E  
Olympia, WA 98501

Re: Police Auditor Request for Qualifications ("RFQ")

Dear Ms. Sullivan:

Thank you for the opportunity to submit this response to the above-referenced RFQ, and for the opportunity to serve the City of Olympia. The Employment Misconduct Investigations team at Ogden Murphy Wallace, P.L.L.C. ("OMW") is uniquely qualified to fulfill the obligations of the Police Auditor to the highest standards of professional conduct and integrity.

As set forth in detail in the attached Statement of Qualifications, OMW attorneys have the skills and capacity to perform the contract and provide the services required. We have extensive experience performing neutral, outside investigations of law enforcement agencies, reviews of their internal processes, analyses of departmental compliance with applicable laws and policies, and providing constructive recommendations for further improvement.

In all of our work, we are prompt, efficient, complete, fair, independent, and impartial. We have a strong reputation for integrity and good judgment. We are also highly experienced in conducting investigations where there is alleged misconduct at the governance level, the potential for reputational damage is high, there is a particular need for institutional transparency and an expectation that findings of such investigation will be public, special skill or expertise is needed, and unquestionable neutrality is essential.

Our reputation and character as neutral, detail-oriented, culturally aware, trauma-informed, respectful attorney-investigators means that we will provide the City of Olympia with high-quality, timely, efficient investigation reviews, analyses of internal processes and policy compliance, as well as clear, constructive reporting and recommendations. As a well-established firm that has been part of Washington's legal community for over 100 years, OMW also has the financial resources to perform the contract properly and within the times proposed. As a provider of legal and consulting services to numerous governmental agencies, we also are in compliance with federal, state and local laws and ordinances relating to public contracts.

Response to City of Olympia Police Auditor RFQ

September 21, 2020

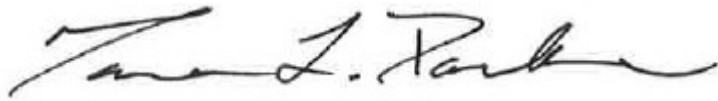
Page 2

If we are selected, I will be your main contact with the firm. We are also proposing Karen Sutherland and Beth Van Moppes to perform this work. The attached Statements of Qualifications contains detailed information about our prior experience, references, and our proposed preliminary approach to fulfilling the duties and responsibilities outlined in the RFQ.

We welcome the opportunity to provide Police Auditor services to the City of Olympia. If you need any additional information regarding our firm, or if you would like to schedule an interview, please do not hesitate to contact me. My direct dial number is (206) 447-2263; my email is [tparker@omwlaw.com](mailto:tparker@omwlaw.com); and my direct fax line is 206-447-0215. I look forward to hearing from you.

Sincerely,

**OGDEN MURPHY WALLACE, P.L.L.C.**

A handwritten signature in black ink, appearing to read "Tara L. Parker". The signature is fluid and cursive, with a large initial "T" and "P".

Tara L. Parker

TLP:jmw

Attachment

## Statement of Qualifications

### 1. Prior Experience and Technical Competence

Ogden Murphy Wallace, P.L.L.C. (“OMW”) is responding to all areas for which services are being solicited. A brief description of our firm experience and technical competence to perform these services is set forth below.

OMW has been a member of the legal community since 1902, with 66 attorneys in offices in Seattle and Wenatchee. We are a leader in employment law and workplace relations in the Pacific Northwest, primarily due to our emphasis on preventive practices such as workplace investigations, training, policy development and implementation, and alternate dispute resolution. We have provided external investigations to the following law enforcement-related agencies: the King County Sheriff’s Office, the City of Seattle Police Department, the City of Redmond Police Department, the City of Mukilteo Police Department, the University of Washington Police Department, and the King County Office of Law Enforcement Oversight. Our other workplace investigation clients have included King County, Pierce County, the Port of Seattle, the City of Seattle, Seattle City Light, the Cities of Redmond, Edmonds, and Mukilteo, the University of Washington, Western Washington University, Eastern Washington University, Bellevue College, along with numerous other state agencies, private sector employers, and nonprofits. Our investigation work includes reviewing prior internal investigations and providing feedback on the agency’s policies, procedures, and practices.

In addition to its work related to investigations, OMW provides legal advice to the police departments of the cities we represent, such as the cities of Redmond, Edgewood, Poulsbo, Gig Harbor, Mukilteo, Woodinville, Normandy Park, Monroe, Duvall, and Issaquah, along with numerous special purpose districts, housing authorities, and many others. In this role, we also audit procedures and draft policies, Civil Service codes, regulations, and ordinances.

We are knowledgeable and experienced in investigations related to discrimination, harassment, bias, inappropriate conduct, retaliation, use of excessive force, and conduct prohibited by workplace civility policies. Because we frequently perform investigations for law enforcement agencies, we are knowledgeable about the applicable Constitutional protections, along with civil service rules and rights of employees who are represented by unions. We have also received extensive training on contemporary investigative techniques and best practices. We consistently receive feedback from our clients attesting to the high quality and thoroughness of our work, the respect with which we treat all parties and stakeholders, and our analyses and recommendations related to our clients’ workplaces (including workplace culture), their processes, and their procedures.

As noted in our cover letter, we are consistently prompt, efficient, complete, fair, independent, and impartial. We have a strong reputation for integrity and good judgment. We are also knowledgeable and experienced with federal, state, and local civil rights, equal protection, and employment laws related to employment practices, including labor law as applied to public safety employees. Our experience includes conducting investigations involving allegations of misconduct at the highest governance levels, the potential for reputational damage is exceptionally high, there is a particular need for institutional transparency and an expectation that findings of such investigation will be revealed, special skill or expertise is needed, and unquestionable neutrality is essential.

Our experience conducting investigations, reviewing investigations conducted by others, auditing our client's policies, procedures and practices, analyzing trends such as use of force and demographics of individuals contacted by police, revising policies, regulations, and Civil Service codes, and conducting training on subjects such as preventing discrimination, harassment, and bias in police departments makes us uniquely suited to perform the work described in the City's RFQ.

The attorneys we are proposing for this work all have extensive experience identifying issues and potential violations of law and policy, conducting investigations, auditing information, drafting reports, and making recommendations. Their areas of expertise include interpreting legal and legislative decisions related to civil and Constitutional rights, police misconduct, discrimination, harassment, equal protection, equal pay, Civil Service, and employment and labor laws. We also have experience interpreting and applying other laws and standards related to employee conduct such as wage and hour laws, workplace safety, LEOFF, ethics, and conflict of interest laws and rules, among other things. We are also well-versed in conducting interviews and performing other work that is partially or wholly remote as a result of the impact of COVID-19.

We have experience with diverse work groups and with employees, applicants, and program participants from a wide variety of protected classes. We are known for being able to communicate with, relate to, and gain the trust of the people we come into contact with through our work. This, and our reputation in the community, enable us to dig deep for information and provide high-quality, insightful reports and recommendations.

Our extensive public sector experience makes us sensitive to the issues that are unique to the public sector, such as the need for transparency, the Public Records Act, working with a wide variety of stakeholders, conflict of interest issues, prohibitions on gifts of public funds and use of public resources for private gain, and *Loudermill*, *Weingarten*, and *Garrity* rights.

Additional information about the qualifications of the attorneys proposed for this work are included below.

#### **KAREN M. SUTHERLAND**

Karen Sutherland is a Member (equivalent of partner) of OMW and the Chair of its Employment and Labor Law and Workplace Investigation Groups. She is also a member of its Litigation, Municipal, and Business Departments. Ms. Sutherland's experience includes conducting workplace investigations on issues such as discrimination and harassment based on age, race, sex, sexual orientation, national origin, disability, religion, and other protected status; ethics and conflicts of interest; theft and fraud; HIPAA violations; Title IX sexual assault allegations; failure to follow hiring and promotion processes; animal care issues; retaliation; safety issues; whistleblower complaints; misuse of information and technology assets and other employer property; hostile work environment; workplace violence and bullying; retaliation, wage and hour laws; employee theft and damage; construction and maintenance issues; scientific research issues; and environmental law issues. Ms. Sutherland also serves as a neutral arbitrator for the King County Superior Court and as a Hearing Examiner, and she has testified on matters relating to employment law and relating to her workplace investigations.

Karen Sutherland has performed investigations into the practices of the King County Office of Law Enforcement Oversight, the King County Sheriff's Office, the Seattle Police Department, the Redmond

Police Department, Mukilteo Police Department, and the University of Washington Police Department. Ms. Sutherland has also provided policy compliance training for the Redmond Police Department.

All of Ms. Sutherland's investigations of police departments have included an analysis of department policies and procedures and compliance with them. In addition, she has analyzed Civil Service rules and drafted proposed changes to them to make them compliant with current statutory and case law. She also was part of a 3-person team that rewrote the Washington Administrative Code and procedures relating to discipline for sexual assault, sexual harassment and stalking for a large university.

Ms. Sutherland performed a trend analysis on use of force involving K-9 units for a police department that resulted in changes in training. She also did a trend analysis for a police department involving use of force to see if there were trends involving interactions with individuals who had disabilities. In addition, Ms. Sutherland did a trend analysis involving interactions initiated by police with individuals who were smoking in non-smoking areas to assess whether there were any trends involving interactions with people of color.

Ms. Sutherland represents governmental entities, businesses, nonprofits, and individuals regarding employment and labor issues in arbitrations, mediations, and other proceedings. She also drafts Memorandums of Understanding ("MOUs"), employee handbooks, management guides, and sexual and racial harassment policies; conducts workplace training on such topics as harassment, documentation of employee discipline, wage and hour issues, ethics, conflicts of interest, and HIPAA; and she advises on *Weingarten*, *Garrity*, and *Loudermill* rights.

Ms. Sutherland has conducted training on identifying, investigating, and addressing discrimination and harassment issues; conducting investigations; the First Amendment in the workplace; reopening the workplace post-COVID; wage and hour issues; ethics and conflicts of interest; Title IX procedures; and other workplace topics to entities such as the Washington State Bar Association; King County Bar Association; University of Washington; the Cities of Redmond, Edmonds, Poulsbo, and Medina; King County Fire District No. 20; PATH; Restaurants Unlimited; Hopelink; and others.

Ms. Sutherland was awarded the 2004 Helen M. Guisness Memorial Award for exemplary and distinguished service on behalf of the King County Bar Association ("KCBA"). She has chaired the KCBA *Bar Bulletin* committee, co-chaired the KCBA Awards Committee, and for many years chaired the Washington State Bar Association's annual Ethics in Civil Litigation program.

Ms. Sutherland has an AV Preeminent rating from Martindale-Hubbell, which is its highest rating. She is a frequent lecturer, author, and business advisor on discrimination, wrongful termination, non-compete agreements, employment law, and workplace issues, and she writes a monthly column for the King County *Bar Bulletin* in addition to articles on substantive areas of the law. Ms. Sutherland is also an accomplished glassblower, encaustic artist, and cartoonist whose work is shown in several local galleries and shops. She has been recognized as a Superlawyer by *Washington Law & Politics* magazine and was featured in the March 2006 *Washington CEO* magazine's cover story, "League of Justice: A Look at Washington's Most Amazing Attorneys." She has been selected for inclusion in the Washington State Bar Association's annual "best of" CLE program several times. In her spare time, Ms. Sutherland serves as a community partner and mentor and has provided internships for students in the Highline School District.

Ms. Sutherland earned her B.A. degree in political science from the University of Washington in 1980 and her J.D. degree from the University of Washington School of Law in 1984. She was elected to *Phi Beta Kappa* in 1981. She was admitted to the Washington State Bar in 1984 and has also been admitted to the United States District Court, Western District of Washington; United States District Court, Eastern District of Washington; and the Ninth Circuit Court of Appeals bars. Ms. Sutherland is licensed by the State of Washington as a Private Investigative Agency Principal (private investigator). Additionally, she is a member of the King County Bar Association and its Labor & Employment Law and Government Lawyers sections, the Association of Workplace Investigators, and the Society for Human Resource Management.

### **ELIZABETH (“BETH”) VAN MOPPES**

Beth Van Moppes is a Member of OMW and is part of its Workplace Investigation and Employment and Labor Law Groups. The majority of Ms. Van Moppes’ practice is devoted to providing services as an independent workplace investigator. Her investigations include issues such as harassment, including sexual harassment, and discrimination, retaliation, whistleblowing, employee misconduct/just cause, workplace bullying, embezzlement, and ethics. Ms. Van Moppes’ is an Association of Workplace Investigators (“AWI”) Certificate Holder, an American National Standards Institute (“ANSI”) accredited certificate, and the Seattle Circle Convener for AWI, an organization for which she is responsible for leadership, organization, and continuity in meetings for local AWI investigators-members. AWI is a professional membership association for individuals who conduct, manage, or have a professional interest in impartial workplace investigations. Its mission is to promote and enhance the quality of impartial workplace investigations.

Ms. Van Moppes has performed two contracts for the Port of Seattle Police Department that involved review of their investigation process, one internal and one external. Both related to underlying allegations of violations of an officer’s civil rights. In the former, her analysis included consideration of whether the Department had followed its own investigative and disciplinary procedures.

Additionally, Ms. Van Moppes worked for two years as an Assistant Attorney General for the State of Washington representing the Department of Corrections before the Personnel Appeals Board. The majority of that work involved review of the Department’s internal investigations and subsequent disciplinary actions against officers. A number of those cases involved allegations of excessive use of force against inmates. In so doing, her analysis included consideration of the Department’s policies, procedures and training regarding use of force. Thereafter, she was tasked with defending the Department’s disciplinary actions before the Personnel Appeals Board, including demonstrating to the PAB why or why not the amount of force used was excessive under the circumstances and in light of the Department’s policies and procedures and training of those officers.

Prior to joining OMW, Ms. Van Moppes was Of Counsel to Beresford Booth PLLC. She has conducted investigations for the Washington State House of Representatives, Port of Seattle, the City of Issaquah, the City of Lakewood, Grant County Public Utility District, Wenatchee Valley College, Seattle Housing Authority, public and private entities, for-profit and non-profit agencies, and large and small private sector businesses.

Ms. Van Moppes is a frequent speaker and trainer for clients and various national and local human resources, employee relations, and special interest groups on topics related to workplace management including the critical skills managers need for performance management, professionalism, and diversity and inclusion awareness. Additionally, she guides clients in everyday workplace issues, focusing on preventative measures employers can take to maintain both business culture and employee engagement.

Ms. Van Moppes earned her B.A. degree in International Relations from Scripps College in 1989 and her J.D. degree from Seattle University School of Law in 1996.

#### **TARA L. PARKER**

Tara Parker is an associate attorney in the firm's Workplace Investigation and Employment and Labor Law Groups. Her practice is largely devoted to conducting workplace investigations for both public and private sector employers. Ms. Parker holds a Private Investigator license and an Association of Workplace Investigators ("AWI") Certificate, an American National Standards Institute ("ANSI") accredited certificate. She has conducted over 50 workplace investigations on a wide variety of subjects including protected class discrimination, sexual harassment, unprofessional and hostile conduct, retaliation and ethics violations.

In the past year, Ms. Parker has conducted investigations for the King County Sheriff's Office and the Pierce County Sheriff's Office. Each of those investigations involved allegations of misconduct by high-ranking Sheriff's Department employees. In each matter, Ms. Parker worked with Internal Investigations Units, analyzed department policies and procedures, and assessed the departments' compliance with applicable laws and regulations.

Many of Ms. Parker's investigations have involved public officials, providing her with a heightened awareness of the unique challenges that can arise in such matters. During the 2019 Washington State Legislative session, Ms. Parker served as the Human Resources Officer for the Washington State Senate and as the Independent Investigator for the Washington House of Representatives. In her investigative roles for the legislature, Ms. Parker has investigated claims of sexual harassment, discrimination, hostile environment, retaliation, and ethical violations involving multiple stakeholders throughout the legislative community. Ms. Parker has also performed investigations for several Washington State departments and agencies, as well as King County, the City of Bellevue, and the Port of Kennewick.

Before joining OMW, Ms. Parker practiced law at two other Seattle law firms, clerked for four judges at the Washington State Court of Appeals, Division One, and worked as a trial consultant on dozens of complex high-stakes litigation matters.

Ms. Parker received her B.A. degrees, cum laude, in Psychology and Sociology from Western Washington University in 1992. She received her J.D. in 1998 from the University of Pittsburgh. She is a member of the Washington State Bar Association, the King County Bar Association, and the Association of Workplace Investigators.

2. References

King County Prosecuting Attorney's Office. Susan Slonecker, Senior Deputy Prosecuting Attorney  
(206) 447-9488; Susan.Slonecker@kingcounty.gov

Pierce County Human Resources Department. Bo Welch, EEO/ADA Specialist  
(253) 798-2909; Bo.Welch@piercetywa.gov

Port of Seattle. Tony Ramos, Senior Manager, Workplace Responsibility  
(206) 787-3000; Ramos.T@portseattle.org

3. Preliminary Approach to Performing the Police Auditor Contract

If we are selected for this contract, we would take the following approach to fulfilling the duties and responsibilities outlined in the RFQ.

First, Ms. Parker as the primary contact will meet and consult with the appropriate City Council members and staff to set forth a specific contract performance plan with clear priorities, deliverables, and deadlines. Having established such a plan, we will determine the most efficient and cost-effective way to fulfill the contract in a manner that does not result in any duplication of work on the part of OMW's team members. We will also immediately establish appropriate points of contact, document sharing and retention plans, and a schedule for consultation and reporting as needed.

Within two weeks of signing the contract, we will be available to begin our review of police professional standards investigations relating to complaints about the Police Department or its employees, including those alleging the use of excessive force or unnecessary force, civil rights violations or bias, to determine if the investigations met the standard of being complete, thorough, objective, and fair. Factors we propose to use to make this determination will include, but are not limited to the following:

- Were the investigation policies and procedures established by the Department followed?
- Were all witnesses with firsthand knowledge interviewed? If not, was there a legitimate reason for not interviewing them?
- Were all relevant documents and other records obtained and preserved? If not, was there a legitimate reason for not doing so?
- Was a site visit appropriate for the investigation to be complete? If so, was one conducted? If not, was there a legitimate reason for not doing so?
- Was the questioning of the parties and the witnesses conducted in a manner that would elicit truthful, accurate, and complete answers, to the best of the interviewee's ability?
- Were credibility determinations made consistent with the credibility criteria applied by courts?
- Were reasonable accommodations made for interviewees with disabilities or who were not proficient in English?
- Did the report weigh all relevant evidence and articulate a reasonable basis for the findings, applying the appropriate standard of proof and burden of proof?



Within two weeks of signing the contract, we will begin conducting an impartial review of the Police Department's internal investigative process and verification of the Department's compliance with established policy and procedures. Factors we propose to use to conduct this review and determination will include, but are not limited to the following:

- Does the process set forth in the Police Department's General Order 52.1 Professional Conduct Review System result in complete, thorough, objective, and fair investigations?
- Does the process set forth in General Order 52.1 present any barriers to the filing of complaints or participation in the investigation process that could have a disparate impact on people who are members of a protected class?
- Is the process set forth in General Order 52.1 followed by the Department?
- Do the complaints that are sustained reflect any trends or patterns that should be addressed, such as through additional training or changes to Department policies, procedures, or practices?
- Is discipline or other corrective action imposed consistently in response to sustained complaints?
- Have the Professional Standards Lieutenant or the Department identified any policies or procedures that need improvement that have not been implemented? If so, what barriers are there to implementing such changes or improvements?
- Has the Department complied with established policy and procedures, such as Use of Force in General Order 1.4 and its Code of Ethics and Professional Conduct and Responsibility, General Order 1.1.5?

In accordance with the schedule established by the City Council, we will prepare and file a mid-year annual report which lists the complaint type, whether additional investigation was requested, the response, findings regarding whether each audited complaint met established standards, an analysis of key trends and patterns, and recommendations for revisions to improve investigation practices.

The hourly rates we propose for this work are: Tara Parker, \$320/hr.; Karen Sutherland \$385/hr.; and Beth Van Moppes \$385/hr.

**EXHIBIT A**


**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors on City contracts estimated to cost \$50,000 or more** shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors 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 must have policies in place prohibiting such discrimination, prior to contracting with the City.

---

I hereby declare that the Contractor 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 Contractor.

Ogden Murphy Wallace, P.L.L.C.  
Contractor Name

  
Signature

Tara L. Parker  
Name (please print)

21 September 2020  
Date

Attorney at Law, Private Investigator  
Title

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
POLICE AUDITOR**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

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

2. Term.

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

3. Termination.

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

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed Thirty Thousand and No/100 Dollars (\$30,000) at hourly rates described in Exhibit A.

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

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

5. Contract Managers.

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

**Ogden Murphy Wallace, PLLC**

Tara L. Parker  
901 Fifth Avenue, Suite 3500  
Seattle WA 98164-2008  
[tparker@omwlaw.com](mailto:tparker@omwlaw.com)  
206.447.2263

**City of Olympia**

Debbie Sullivan  
PO Box 1967  
Olympia WA 98507-1967  
[dsulliva@ci.olympia.wa.us](mailto:dsulliva@ci.olympia.wa.us)  
360.753.8499

Additional Staff Contact:

Joan M Wyant, Legal Assistant  
[jwyant@omwlaw.com](mailto:jwyant@omwlaw.com)  
206.718.5968

Connie Cobb, Senior Program Specialist  
[ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us)  
360.753.8451

6. Compliance with Laws.

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

7. Assurances.

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

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

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

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

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B.

10. Confidentiality.

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

11. Indemnification/Insurance.

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

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

negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

12. Work Product.

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

13. Treatment of Assets.

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

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

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written

approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

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

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

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

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

14. Books and Records.

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

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

15. Non-Appropriation of Funds.

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



16. General Provisions.

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

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

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

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

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

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

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

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

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received five (5) business days after the date of mailing.

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

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

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

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

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

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

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

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

5. 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.

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

Ogden Murphy Wallace , PLLC

City of Olympia

By: \_\_\_\_\_  
Karen M. Sutherland  
[ksutherland@omlaw.com](mailto:ksutherland@omlaw.com)

By: \_\_\_\_\_  
Debbie Sullivan  
[dsulliva@ci.olympia.wa.us](mailto:dsulliva@ci.olympia.wa.us)

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

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

***Exhibit "A"***  
***Scope of Work***

The Police Auditor will be responsible for the following:

1. Reviewing police professional standards investigations relating to complaints about the Police Department or its employees to determine if the investigations meet the standard of being complete, thorough, objective, and fair.
2. Reviewing all complaints about police employees that allege the use of excessive or unnecessary force, civil rights violations, or bias. Review of all reported uses of force within the Department as defined in Olympia Police Department General Order 1.4. General Order 1.4 is incorporated as Exhibit "C".
3. Providing an impartial review of the Police Department's internal investigative process and verification of the Department's compliance with established policy and procedures.
4. Filing a mid-year and annual report with the City Council, with a copy to the City Manager which lists the complaint type, whether additional investigation was requested, the response, and a finding on each complaint case audited indicating whether the investigation met established standards or failed to meet established standards. Each report shall give an analysis of key trends and patterns, and recommendations for revisions.
5. Being available to address questions at Council meetings when the mid-year and annual reports are presented.

Hourly rates shall be billed according to the following rates not to exceed the \$30,000 contract amount:

Tara Parker	\$320 per hour
Karen Sutherland	\$385 per hour
Beth Van Moppes	\$385 per hour

Section 16.B. of the Agreement provides that modification of its terms must be in writing and signed by both parties. The parties may amend the scope of work, compensation, or other terms as needed and agreed upon in writing and signed by both parties.

Invoices shall detail staff name associated with number of hours, rate per hour, and a summary of work billed for.

Invoices should be to **City of Olympia** and may be emailed to Connie Cobb at [ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us) or if U.S. Mail is preferred mailed to:

City of Olympia  
Attn: Connie Cobb  
PO Box 1967  
Olympia WA 98507-1967

A current certificate of insurance with appropriate coverage and additional insured endorsement(s) as outlined in Section 11 Indemnification/Insurance on pages 3-5 must be on file with the City in order for invoices to be paid.

**Exhibit "B"**

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

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

Karen M. Sutherland

Print Name of Person Signing

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

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

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

**Exhibit "C"**  
**Olympia Police Department (OPD) General Order 1.4**  
**USE OF FORCE**    Revised 12/18

Last Revised: 02-01-2017

SUBJECT: USE OF FORCE

This order consists of the following numbered sections:

- 1.4.1 Use of Force Policy
- 1.4.2 Deadly Force
- 1.4.3 Other Force Tools
- 1.4.4 Use of Force in the Jail
- 1.4.5 Unauthorized Practices
- 1.4.6 Rendering Aid after Use of Force
- 1.4.7 Use of Force Reporting
- 1.4.8 Supervisor Checklists
- 1.4.9 Summary Reporting and Retention
- 1.4.10 Review of Deadly Force
- 1.4.11 Removal from Duty (traumatic incidents)

Use of Force Definitions

I. Definitions

- A. "Force" is the use of power to affect an individual's behavior including defensive tactics, other force tools, and lethal force. The application of force shall be in direct proportion to an appropriate objective. The term does not include escorting or handcuffing a person with no or minimal resistance.
- B. "Progressive application of force" is the escalation of the use of force according to a pattern that correlates subject action to officer response, based on a combination of logic and law.
- C. "Personal weapons" are body parts used to gain or regain control, or to impede non-compliance or resistance.
- D. "Imminent threat" is a risk of harm that is perceived as menacing, impending, or proximate in nature by a reasonable officer. IE: it is about to occur.
- E. "Immediate threat" is a risk of harm that is occurring or will be accomplished without delay. IE: it is taking place right now.
- F. The "reasonable officer standard" is a standard of professional conduct based on the philosophy that another officer, with like or similar training and experience, facing like or similar circumstances, would act in the same way or use similar judgment.
- G. "Compliant" behavior is behavior by a subject that is cooperative and responsive to lawful commands.

- H. "Actively resistant" behavior is behavior by a subject that is non-compliant and that involves physically evasive movements to defeat an officer's attempt at control, including bracing, tensing, or verbally communicating an intention to avoid being taken into or retained in custody.
- I. "Actively Aggressive" behavior is behavior by a subject that is non-compliant and that involves a threat or step toward the act of an assault, coupled with the present ability to carry out the threat or assault, which reasonably indicates that an assault or injury to any person is imminent.
- J. "Other force tools" are specialty devices designed to be deployed to render subjects non-threatening with a low probability of serious physical injury or death.
  - 1. "Oleoresin Capsicum" also referred to as "OC" is a non-lethal aerosol spray made with a pepper derivative used to impair a subject.
  - 2. "Kinetic energy impact munitions" are flexible and non-flexible impact projectiles intended to incapacitate a subject with minimal potential for causing death or serious physical injury. There are a number of projectiles manufactured that qualify as kinetic energy impact projectiles.
  - 3. "Large bore launchers" are projectile launchers used to deliver a variety of less lethal projectiles. The Department-approved 12-gauge shotgun is also utilized to deliver less lethal munitions.
  - 4. A "pepper-ball delivery system" is a multi-shot delivery system for oleoresin capsicum that utilizes .68 caliber frangible projectiles.
  - 5. A "conducted energy weapon" (CEW) is a weapon that controls and overrides the body's central nervous system by using propelled wired to conduct electrical energy to subject.
- K. "Defensive tactics" is the use of physical force including the use of personal weapons to kick, punch, strike, or affect pain compliance. Defensive tactics does not include the use of other force tools.
- L. "Deadly force" is the application of force, by any means, that is reasonably likely to cause death or serious physical injury. Deadly force includes the use of firearms; or impact weapons and kinetic energy impact munitions intentionally aimed at the neck and head. Deadly force does not include application of force not reasonably likely to cause death or serious physical injury that unexpectedly results in such an outcome.
- M. "Serious physical injury" (as described in Tennessee v. Garner) is an injury that involves substantial risk of death, major permanent disfigurement, or protracted loss/impairment of the function of any body part or organ.
- N. "Qualified medical assistance" includes members of any county or municipal fire service, ambulance service or health care facility who are employed and trained to administer first aid treatment.

- P. "Primary targets" are areas of the body that present minimal risk for serious injury or death.
- Q. "Secondary targets" are areas of the body that have an increase but limited potential for serious injury or death.
- R. "Tertiary targets" are areas of the body that present the highest risk for serious injury or death.

#### **1.4.1 Use of Force Policy**

- I. Olympia Police Department personnel may use force when necessary, to gain compliance with lawful directions, accomplish arrests, overcome resistance to arrest, protect persons from serious physical injury or death (RCWS 9A.16.020), or to restore or maintain discipline in the jail. Staff will use only the amount of force reasonably necessary to control or otherwise subdue individuals.
- II. Protection of life is more important than apprehension of criminal offenders or the protection of property. The responsibility to protect life includes an employee's own life. The Department recognizes that the safety of innocent citizens and officers takes priority over the safety of subjects engaged in criminal or suicidal behavior.
- III. Use of force shall be consistent with Department training and follow the reasonable officer standard.
- IV. Progressive application of force and the reasonable officer standard should be considered when making use of force decisions. Use of force decisions should consider:
  - A. The severity of the crime at hand
  - B. Whether there is an immediate threat and amount of time available to make a decision
  - C. Known offender history
  - D. The levels of suspect resistance, suspect's behavioral cues, the number of officers and/or offenders present
  - E. The availability of other options
- V. When safe under the totality of circumstances and time and circumstances permit, officers shall use advisements, warnings, verbal persuasion, and other tactics in order to reduce the need to use force. Officers should consider other factors including, but not limited to:
  - A. Medical conditions
  - B. Mental impairment
  - C. Development disability
  - D. Physical limitation
  - E. Language barrier



F. Drug interaction

G. Behavioral crisis

VI. Olympia Police Department personnel who are trained in the use of other force tools may use them to de-escalate potentially violent confrontations and provide additional alternatives to the use of deadly force. Other force tools are an important component of this agency's less lethal force equipment. Officers are authorized to employ other force tools in accordance with provisions of this policy and this Department's overall policy on use of force.

VII. The application of force should be adjusted appropriately as situations stabilize, control is gained, and threat subsides.

VIII. Confrontations often occur in environments that are unpredictable, uncertain, tense and rapidly evolving. Tools and tactics that are outside the use of force policy and/or Department training may need to be employed. Such departure from policy is permitted, as long as the tools and tactics employed meet the standard of reasonableness described in 1.4.1 (IV).

IX. Every officer is required by virtue of his/her position as a peace officer to intervene in any situation where he/she reasonably believes another officer is making an unjustifiable arrest, using excessive force, or committing any Constitutional violation. When a reasonable opportunity exists for doing so, officers shall intervene in such instances and prevent harm from occurring. The required intervention may take the form of one or both of the following actions: 1) strongly cautioning the other officer(s), or 2) physically restraining the other officer(s), and immediately reporting the incident to the on-duty supervisor without delay. [see 26.1.1 (III)Q]

X. In certain circumstances, police vehicles can be used in a manner which constitutes an application of force. [see 4.1]

XI. In certain circumstances, police service dogs can be used in a manner which constitutes an application of force. [see 47.1]

#### **1.4.2 Deadly Force**

I. Deadly force may be employed when necessary to protect the officer or others from what he/she reasonably believes is a threat of death or serious physical injury.

II. When considering whether to use deadly force to apprehend a person for the commission of a crime, an officer must have probable cause to believe that the suspect, if not apprehended, poses a threat of serious physical harm to the officer or a threat of serious physical harm to others. Among the applicable circumstances are the following:

A. When a suspect threatens a police officer or another person with a weapon or displays a weapon in a manner that could reasonably be considered threatening, and when the involved officer reasonably believes the suspect to be presently able to do him/her or another person serious physical harm; or

B. When there is probable cause to believe that the suspect has committed any crime involving the infliction or threatened infliction of serious physical harm to a person.

C. Under these circumstances, if feasible, some warning should be given.

III. When deadly force is used, employees present at the scene will determine if any person or property incurred injury or damage, request necessary qualified emergency medical assistance, request a supervisor to the scene, and remain at the scene if uninjured until receiving direction from a supervisor.

IV. When an employee uses deadly force, the employee is not required to discuss the incident with anyone other than his/her immediate supervisor and an assigned investigator. Upon arrival at a scene where use of deadly force has taken place, employees will provide information to representatives of the Department needed to secure the scene, identify witnesses, and follow-up and apprehend any perpetrators of the crime who may be at large or other exigent circumstances. See Directive OP-16-001, Public Safety Statement Procedure.

V. When deadly force is used, the supervisor will respond immediately, assure the scene is secured, and provide notification to the Detective Lieutenant and Chain of Command. The supervisor shall maintain custody of the weapon by designating a second officer to assist in maintaining the chain of custody until such time as the Officer-Involved Critical Incident Team assumes responsibility for the investigation.

VI. Generally, whenever an employee's actions or use of force in an official capacity, or while using Department equipment, results in death or very serious injury to another, that employee will be placed in a temporary administrative assignment pending an administrative review. The Chief of Police may exercise discretion and choose not to place an employee in an administrative assignment in any case.

#### **1.4.3 Other Force Tools** Revised 12/18 Revised 12-21-18

I. Olympia Police Department commissioned staff are only authorized to use other force tools and munitions approved by the Chief. Corrections Officers are only authorized to carry the CEW, OC spray, and OC fogger.

II. Officers should make decisions to use less lethal weaponry with the potential for injury in mind. Less lethal projectiles are delivered to subject target areas based on circumstances and established safety priorities as defined in Section 1.4.1 II.

III. Department-approved less lethal munitions are appropriate for deployment when circumstances allow time for effective deployment.

IV. Corrections Officers and Patrol Officers assigned as uniformed first responders will carry two less lethal tools when actively engaged in performance of duties.

V. Department-approved other force tools include:

A. Kinetic Energy Impact Munitions:

1. Kinetic Energy Impact Munitions are approved by the Department and are to be fired from 12-gauge shotguns or large bore launchers.

2. When firing Kinetic Energy Impact Munitions, the head and neck should not be intentionally targeted unless deadly force is justified.
3. Large bore launchers may be deployed when authorized to do so by the shift supervisor.

B. Oleoresin Capsicum (OC)

1. The Department authorizes the use of oleoresin capsicum in spray, foam, fog, and projectile form.
2. When deploying OC in the projectile form from a compressed gas launcher, the operator must recognize the potential risk of injury to the subject, and should avoid intentionally targeting the head, neck, spine, and groin.

C. Crowd Management Munitions:

1. The Training Office will maintain the list of Crowd Management Munitions approved by the Chief.
2. Commissioned staff may deploy approved pyrotechnic and irritant munitions only in an outdoor environment, in accordance with training, and when approved by the shift supervisor.

D. Impact Weapons:

1. Commissioned staff may use impact weapons to include the expandable baton and wooden baton when reasonable and necessary in accordance with training.
2. Commissioned staff should not intentionally target the head, neck, or spine when using impact weapons unless deadly force is justified.

E. Conductive Energy Weapons (CEW):

1. CEWs should only be used against subjects who are exhibiting actively resistant or actively aggressive behavior that creates an immediate threat of harm to themselves or others. Officers may use the probe mode or drive stun mode method of deployment. Each cycle of the device is a use of force; any subsequent application should be independently justifiable and considered against other force options.
2. Unless it would endanger the safety of an officer or another person, Officers should announce the intended use of the CEW to give the individual a chance to voluntarily comply and provide other officers and individuals with a warning.
3. Officers will not intentionally aim for the head, neck, chest, or groin.
4. The CEW should not be used to apprehend fleeing subjects unless the subject poses an imminent threat to public safety.

5. The CEW is further restricted under the following circumstances unless the person is armed with a dangerous weapon and is an immediate threat of harm to themselves or others, or the person cannot be safely controlled with other available options:

- a) Females known to be or are obviously pregnant.
- b) Individuals who are obviously elderly or young children obviously less than 12 years of age.
- c) Individuals known to be or are obviously medically fragile.
- d) Individuals who have been recently sprayed with alcohol-based OC spray or are in close proximity to or contaminated with flammable liquid or gasses.
- e) For crowd control purposes.
- f) Restrained subjects unless resistance poses an immediate threat to the safety of the Officer or others.
- g) Individuals whose position or activity significantly increases the person's risk of sustaining serious physical injury (e.g., falls from above standing height, operating vehicles in or near a pool or body of water).

6. After a CEW deployment:

- a) Officers will remove CEW probes if the removal can be done safely in accordance with CEW training. Officers will arrange for removal of the probes by trained medical personnel at a hospital or medical clinic if probes are embedded in soft tissue areas such as the eyes, neck, genitals, face, or female breasts.
- b) Officers shall place probes into a container appropriate for bio-hazard sharps.
- c) A supervisor will download the device information and the deploying Officer will attach the report to the Use of Force Checklist.

#### **1.4.4 Use of Force in the Jail**

I. Olympia Police Department staff will never use force as a means of punishment. Staff will evaluate the need for force when determining the amount of force to be used. Staff will develop a plan and summon additional assistance prior to the use of force when the situation allows.

II. Corrections Officers may use the restraint chair to prevent an inmate from injuring themselves or others when less restrictive alternatives would be ineffective. Use of the restraint chair is considered a use of force. Staff will ensure inmates in the restraint chair are segregated from other inmates. Staff will ensure the inmate is released from the restraint chair as soon as possible or as soon as the risk to themselves or others no longer exists. Staff will notify a Jail Sergeant if the inmate needs to stay in the restraint chair for longer than two hours.

A. Corrections Officers shall sue a Restraint Chair Log and make a log entry every 15 minutes when an inmate is placed in the restraint chair. Staff will directly observe the inmate every 15 minutes to ensure the restraints are properly applied and ensure the safety and well-being of the inmate. The Restraint Chair Log will be forwarded with the incident report and Supervisor Checklist.

B. Corrections Officers will consider feasibility of removing one arm from restraints to provide water and food if the inmate's behavior requires restraint for longer than four hours. The Jail Sergeant must approve use of the restraint chair for longer than four hours and shall consider medical or mental health assessments when an inmate is in the restraint chair for longer than four hours

C. Corrections Officers shall inspect and clean the restraint chair after each use.

III. Firearms, knives, batons, and kinetic impact energy impact munitions are not allowed in the jail except in extreme circumstances, as defined in General Order 1.4.1.

IV. With the exception of OC and CEW, employees are not allowed to carry other force tools in the jail.

#### **1.4.5 Unauthorized Practices**

I. Unauthorized weapons and force tools shall not be carried or used by Department employees in the course of performing their duties. The following practices and tools are unauthorized, except in extreme circumstance, as described in 1.4.1(VIII):

A. Discharging a firearm when there is substantial danger to innocent bystanders.

B. Discharging a firearm at or from a moving vehicle.

C. Discharging a firearm as a warning.

D. Use of carotid restraint holds and/or a Lateral Vascular Neck Restraint hold.

E. Brass knuckles, sap, or sap gloves.

#### **1.4.6 Rendering Aid After Use of Force**

I. Qualified medical assistance is to be summoned after force is used if:

A. A person has sustained an obvious injury.

B. A person complains of injury.

C. An employee or supervisor requests that medical treatment be provided.

D. A person who receives a repeated or prolonged exposure to the CEW (three consecutive applications or a one-time exposure of 15 seconds or more).

II. Hospital transport and clearance is required for:

- A. A person who is struck with a kinetic energy munition.
- B. A person who is bitten by a police service dog.
- C. CEW probes embedded in soft tissue areas such as the eyes, neck, genitals, face, or female breasts.

III. When a person has been directly exposed to OC, staff will take steps to decontaminate the exposed individual as soon as possible after the event in accordance with training.

IV. Following Use of Force incidents, officers will monitor subjects for symptoms of excited delirium, including respiratory problems, loss of consciousness, excessive body heat, or profuse sweating and call for qualified medical assistance if symptoms are observed.

#### **1.4.7 Use of Force Reporting**

I. When force is applied, officers must be able to articulate how that force was reasonable and how it conformed to the law; officers will document use of force.

II. Employees shall report uses of force to a supervisor as soon as practical in the following circumstances:

- A. Whenever an employee discharges a firearm or points a firearm at a person.
- B. Whenever an employee deploys other force tools.
- C. Whenever an employee uses defensive tactics or takes a subject to the ground.
- D. Whenever a suspect, as a result of an application of force:
  - 1. Incurs an obvious injury or complains of an injury; or
  - 2. Requires or requests medical treatment.
- E. Whenever a police service dog bites a person.

III. When a subject is detained in handcuffs and later released without arrest or referral to the Prosecutor for charging, the employee will document the event in an Incident Report or in a Field Incident Report.

#### **1.4.8 Use of Force – Supervisor’s Report**

I. A supervisor creates an entry into the RMS Use of Force module in any of the following circumstances:

- A. Whenever an employee reports a use of force as described in 1.4.7(II).
- B. Whenever, in the opinion of a supervisor, an incident occurs that has significant potential for a claim or litigation against the City.

C. Whenever an employee is involved in a vehicular pursuit.

II. Use of Force reports are completed by the responsible supervisor as soon as possible after the incident. The supervisor shall review the incident and determine if the use of force was reasonable, necessary, and within policy, and if any follow-up action is necessary. The review shall include contributing factors and actions before and after the use of force incident.

A. Use of Force review:

1. Each patrol Use of Force report is forwarded to the Team Lieutenant.
2. Each corrections Use of Force report will be forwarded to the Jail Manager.
3. Each manager will review the incident and determine if the use of force was reasonable, necessary, and within policy, and if any follow-up action is necessary.
4. The review shall include contributing factors and actions before and after the sue of force incident.
5. Each Use of Force report will be reviewed by the defensive-tactics supervisor designated by the Chief. Following reviews, the Use of Force reports are maintained in the RMS system, with oversight from the Professional Standards Lieutenant.

#### **1.4.9 Summary Reporting and Retention**

I. The Professional Standards Lieutenant will produce a report for the first three quarters of the calendar year, summarizing the Use of Force report activity for the quarter. The Professional Standards Lieutenant will produce an annual report in the fourth quarter of each calendar year, summarizing all Use of Force report activity for the year.

II. Command staff will review the summary reports to determine if there are patterns or trends that indicate training, supervision, or policy needs.

#### **1.4.10 Review of Deadly Force**

I. The Olympia Police Department will objectively evaluate the use of deadly force and/or any use of force that results in death or serious injury by its members to ensure that the use of force was within Department policy and was consistent with Department training standards.

II. To fully evaluate a use of force involving deadly force, a Review Board will be established.

III. Review Board – Composition

The Deputy Chief or his/her designee will select five Use of Force Review Board members:

- A. Command representative
- B. Training Sergeant
- C. A member of the community

D. A member of the community

E. An officer

1. The officer being evaluated will submit three names to the Deputy Chief in order of preference.

2. The Deputy Chief will choose one of the three officers to sit on the Review Board.

3. The Deputy Chief will provide an explanation to the officer under review if his/her choice is not consistent with the officer's order of preferences.

F. Department instructor of different rank than the involved employee, for the type of weapon, device, or technique used.

G. The senior ranking command representative will serve as chairperson.

H. Each role is not required to be staffed independently of the others. For example, a sergeant could also be a Use of Force instructor.

#### IV. Review Board – Use

A. A Use of Force Review Board will be convened when the use of force is likely to, or results in, very serious injury or death of another.

B. The Chief of Police may request the Use of Force Review Board to investigate and review the circumstances surrounding any use of force event.

C. The Deputy Chief or his/her designee will convene the Use of Force Review Board as necessary. It will be the responsibility of the on-duty supervisor of the involved employee to notify his/her supervisor of any incidents requiring Board review.

#### V. Review Board Responsibilities

A. The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

B. The Board members may request further investigation, request reports be submitted for the Board's review, and request the involved employee or witnesses to testify. The involved employee will be notified of the meeting of the Board and may choose to have a union and/or legal representative be present through all phases of the review process.

C. The Chief of Police will determine whether the Board should delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges, and/or a decision not to file criminal charges or any other action. The Board should be provided all relevant available material from these proceedings for its consideration.



D. The review shall be based upon those facts which were reasonably believed or known by the officer at the time of the incident, applying any legal requirements, Department policies, procedures, and approved training to those facts. Facts later discovered, but unknown to the officer at the time of the use of force being reviewed shall neither justify nor call into question an officer's decision regarding the use of force.

E. Any questioning of the involved employee conducted by the Board will be in accordance with Department policies, current labor agreements, and any applicable state or federal law.

F. The Board does NOT have the authority to recommend discipline.

VI. Review Board Findings

A. The Board shall make one of the following recommended findings:

1. The employee's actions were within Department policy.
2. The employee's actions were in violation of Department policy.

B. A recommended finding requires a majority vote of the Board.

C. The Board may also recommend additional investigation or review, training reviews to consider whether training should be developed or revised, and/or review of policies.

D. The Board chairperson will submit a written recommendation to the Chief of Police that includes the recommended finding, how and why the Board reached the recommended finding, and any training and/or policy considerations the Board feels should be reviewed.

E. The Chief of Police shall review the recommendation, make a final determination as to whether the employee's actions were within policy, and will determine whether any additional actions, investigations, or reviews are appropriate.

F. At the conclusion of any additional review, copies of all relevant reports and information will be filed with the Chief of Police.

**1.4.11 Removal from Duty (Traumatic Incidents)** Revised 10/18

I. When death results from the use of deadly force or any critical incident, the involved employee shall be placed immediately on administrative leave by the shift supervisor.

II. When serious physical injury results from the use of deadly force or any critical incident, the involved employee may be placed on administrative leave by the shift supervisor.

III. When an employee has been placed on administrative leave pursuant to 1.4.11(I or II), the Chief of Police will determine if:

A. The employee should report to full duty on his/her regular assignment;

B. The employee needs additional recuperation time;

C. Modifications to the employee's regular duties should be considered in order to facilitate the employee's timely return to full productivity.

IV. When an employee is involved in a use of force incident that results in death or serious injury, the Department shall make psychological assistance available to the employee and his/her co-workers. This assistance may be through the City Employee Assistance Program, the Department psychologist, or the employee's health care provider, at the employee's choice. In a circumstance where a police officer or employee is killed in the line of duty, Department procedures regarding such an event are employed [see General Order 22.2.10 and the Line of Duty Death Handbook].



## City Council

# Briefing on the Process to Form a Social Justice & Equity Commission and Public Engagement Process to Reimagine Public Safety

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 6.C  
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**Type:** decision **Version:** 1 **Status:** Other Business

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### Title

Briefing on the Process to Form a Social Justice & Equity Commission and Public Engagement Process to Reimagine Public Safety

### Recommended Action

#### Committee Recommendation:

In June 2020, the General Government Committee received a referral to request from the City Council to develop a Human Rights Commission. At the July 22, 2020 General Government Committee meeting, the Committee agreed to using a Participatory Leadership approach in forming the Human Rights Commission. Before being brought back to the full Council, community members raised concerns about the proposed approach. At that time Council and staff took an “equity pause” to identify a different approach based on those concerns.

#### City Manager Recommendation:

Recommend using the approach outlined by staff to form a new Advisory Commission to address social justice and equity issues and approach to engage the community to reimagine public safety.

### Report

#### Issue:

Whether to approve the approach outlined by staff to form a new Advisory Commission to address social justice and equity issues and the approach to engage the community to reimagine public safety.

#### Staff Contact:

Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation, 360.753.8406

#### Presenter(s):

Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation  
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources

### **Background and Analysis:**

In June, the City Council forwarded to the General Government Committee (Committee) a referral to request the development of a Human Rights Commission. Staff shared several approaches about how to form the Commission with the Committee, and ultimately agreed to using a Participatory Leadership approach.

However, in the lead-up to a discussion with the full Council on August 11, community members raised significant concerns about the proposed approach. In response, staff and Council took an “equity pause” to identify a different approach based on those concerns.

On September 29, Council held a work session to discuss public safety. Council discussed a desire to engage the community to “re-imagine public safety” in a way that meets the needs of Olympia residents. At that same work session, Council also established an Ad Hoc Committee on Public Safety to help deepen the Council’s understanding of the City’s public safety system and identify short-term actions the City can implement that are in accordance with known best practices.

In response to input from the community and Council’s subsequent discussions, the purpose of this agenda item is for staff to share a process for establishing the Social Justice and Equity Advisory Commission, including a timeline and relationship to the Ad Hoc Committee, and a process to engage the community on Re-imagining Public Safety. Included below are summaries each approach, while Attachment A includes additional detail.

#### *Social Justice & Equity Advisory Commission*

Staff is proposing that the process to establish the Social Justice & Equity Advisory Commission be led by a Founding Members Work Group, made up of five marginalized community members, with an emphasis on Black, Indigenous, and People of Color. This group will host a series of Community Conversations to elevate the voices of marginalized community members, and use the input gathered to recommend to Council the new Commissions’:

- make-up and terms;
- formal name;
- scope of work; and
- first year work plan

Staff proposes this approach because it emphasizes seeking out and elevating the voices of typically underrepresented and marginalized groups, as well as fostering the dialogue, trust, and relationships needed to form a Commission that can best represent and respond to the needs of those community members.

This approach will be led by the City’s Equity & Inclusion Coordinator and Founding Member Work Group and be supported by a consulting team with members who identify as Black, Indigenous, and People of Color. This process is proposed to launch in November and end in June 2021 with the appointment of nine permanent members and an approved 2021-2022 work plan.

#### *Public Engagement Process to Reimagine Public Safety*

Staff is proposing using a Participatory Leadership approach to engage community members in 'reimagining public safety.' This approach will be led by a Community Work Group made up of 8-10 community leaders and emerging leaders. The Work Group will be charged with shaping and shepherding a broad and inclusive process to learn about the complex public safety system in Olympia and identify community-based solutions.

This approach emphasizes facilitated and structured opportunities for participants to learn and engage with dialogue among one another. It will be implemented in phases to allow for adapting the process based on what is heard and learned. It will be designed to include a variety of different conversation types and sizes, such as community conversations, public workshops, focus groups, and online engagement, so the work group can gather input and co-create solutions from a diverse and inclusive spectrum of perspectives.

The Community Work Group will use what they learn and hear from participants to develop a community-based path forward. The Work Group will work closely with City staff and a consultant team to also develop recommended City-led actions, and metrics for tracking and sharing progress. Council's role will be to support the process by upholding its authenticity, encouraging broad participation, and listening throughout.

This approach was used to develop the *One Community Plan*, which is a community-based plan for how to address homelessness. Staff is recommending it be used again, because it proved successful in identifying shared goals and solutions for an incredibly complex problem. Reimagining Public Safety is a similarly complex and wicked problem with no easy or commonly agreed upon solutions. Broad community engagement and authentic dialogue and learning are critical to fostering community-wide investment in a path forward that results in systemic, long-term and sustainable impact.

This approach will be led by the City's Strategic Planning and Performance Manager and a Community Work Group, with support from City staff and a consulting team. This process is proposed to launch in February 2021.

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

There is significant interest to address systemic racism and inequality. Input that staff and the City Council are receiving from citizens strongly supports processes for developing the Commission and reimagining public safety that are highly inclusive, pay specific attention to the concerns and experiences of marginalized community members, and foster and repair trust amongst the City and citizens.

**Options:**

1. Direct staff to move forward with the recommended approach for developing a new Advisory Commission to address social justice and equity issues and engaging the community in reimagining public safety.
2. Direct staff to use a different approach(es) and/or timing for developing a new Advisory Commission to address social justice and equity issues and engaging the community in reimagining public safety.
3. Direct staff to return to a Council Committee for additional discussion on the proposed approach.

**Financial Impact:**

Council has allocated \$60,000 in Council goal funds to support development of a new Advisory Commission to address social justice and equity issues. Funding will primarily be used to enter into a contract with a consulting team with majority representation as Black, Indigenous, and People of Color. The consultant team will provide additional support in meeting design and facilitation, and community input analysis and organization.

**Attachments:**

Process Methodologies and Deliverables



## Social Justice and Equity Advisory Commission

### Public Engagement Process: Community Conversations

#### Why this methodology?

- The purpose and outcome for this process is to stand up an Advisory Commission regarding social justice and equity.
- To understand the scope of work, workplan and membership, we need to elevate the voices of marginalized communities.
- Community Conversations are an ideal way to create a safe environment to authentically listen to our Black, Indigenous, and People of Color communities, so the Commission best represents those groups and addresses the most relevant issues.

#### How will it be implemented?

- Relatively small groups talk with each other on specific topics, such as:
  - Race and justice
  - Race and the economy
  - Race and healthcare
  - Race and education
- Hosts (Founding Member Work Group) listen to the small group discussions and reflect upon what they heard
- The Community Conversations are professionally designed and facilitated with representation from Black, Indigenous, and People of Color communities
- Work Group Members extend authentic and welcoming invitations to members of marginalized communities, with an emphasis on Black, Indigenous, and People of Color from different age groups, living situations, areas of expertise, income levels, etc.

#### What are the deliverables?

- Scope of Work for the newly formed Social Justice and Equity Advisory Commission
- Formal name of the Commission
- First year work plan
- Commission make-up and terms



## Re-Imagining Public Safety

### Public Engagement Process: Participatory Leadership Process

#### Why this methodology?

- The purpose and outcome for this process is to engage the community in identifying the wisest and best solutions to the complex and wicked challenge of reimagining public safety.
- There isn't already a determined solution or agreed upon way in which we reimagine public safety; views on this topic amongst community members are widely divergent.
- There's a significant opportunity for learning about the current system.
- Collective action with a wide variety of traditional and non-traditional partnerships will be needed to make real and lasting change.

#### How will it be implemented?

- The process is shaped and shepherded by a Community Work Group made up of leaders and emerging leaders in the community. City staff and Councilmembers are listeners.
- The Community Work Group hosts a series of conversations that:
  - Occur in phases and evolve based on what is heard and learned
  - Are intentionally designed and facilitated
  - Have participants engage in dialogue with one another
  - Are inclusive in addressing all parts of the complex public safety system, such as:
    - Policing and community relations
    - Criminal justice
    - Jail and probation
    - Social services

#### What are the deliverables?

- A community-based path forward (ex. strategies, actions)
- Partners committed to collective action
- Implementation actions for which the City takes the lead
- Metrics for tracking and sharing progress





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## City Council

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

**Agenda Date:** 11/2/2020  
**Agenda Item Number:** 9.A  
**File Number:**20-0907

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

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**Title**

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