



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 29, 2022

7:00 PM

Online and Via Phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_D517vzqmRJ6Ffha9FCDB7A

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

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

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [22-0303](#) Approval of March 22, 2022, City Council Study Session Meeting Minutes

Attachments: [Minutes](#)

4.B [22-0304](#) Approval of March 22, 2022, City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [22-0297](#) Approval of Reappointments to Advisory Committees and Commissions
- 4.D [22-0301](#) Approval of Recommended Designs for Ten Traffic Box Wraps
Attachments: [2022 Traffic Box Wrap Recommendation](#)
- 4.E [22-0298](#) Approval of a Resolution Authorizing an Application for and Acceptance of an Edward Byrne Memorial Justice Assistance Grant for Olympia Police Department Training
Attachments: [Resolution](#)
[Grant Material](#)
[Certifications Form](#)
- 4.F [22-0277](#) Approval of a Resolution Authorizing an Application for a Heritage Capital Projects Grant for the Armory Creative Campus
Attachments: [Resolution](#)
[Heritage Capital Projects Grant Webpage](#)
- 4.G [22-0278](#) Approval of a Resolution Authorizing a Professional Services Agreement for Hearing Examiner Services with Attorney, Mark Scheibmeir
Attachments: [Resolution](#)
[Agreement](#)
- 4.H [22-0300](#) Approval of a Resolution Authorizing an Agreement with the Washington Center for the Performing Arts Related to Capital Improvements
Attachments: [Resolution](#)
[Agreement](#)
- 4.I [22-0302](#) Approval of a Resolution Authorizing an Agreement with Gray & Osborne Inc. for the Boulevard Road Reservoir Rehabilitation Project
Attachments: [Resolution](#)
[Agreement](#)

4. SECOND READINGS (Ordinances)

- 4.J [22-0279](#) Approval of an Ordinance Amending Ordinance 7304 (Operating, Special and Capital Budgets) - 2021 Final Budget Amendment
Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING

- 5.A [22-0281](#) Public Hearing to Consider a Substantial Amendment to the Program Year 2021 Community Development Block Grant Annual Action Plan
Attachments: [Draft Program Year 2021 Amendment](#)

6. OTHER BUSINESS

6.A [22-0308](#) Timberland Regional Library Update

6.B [22-0307](#) 2022 Legislative Session Wrap Up

Attachments: [Olympia 2022 Legislative Priorities](#)
[Olympia 2022 End of Session Summary](#)

7. CONTINUED PUBLIC COMMENT

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

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

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



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

City Council

Approval of March 22, 2022, City Council Study Session Meeting Minutes

Agenda Date: 3/29/2022
Agenda Item Number: 4.A
File Number:22-0303

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

Title

Approval of March 22, 2022, City Council Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 22, 2022

5:30 PM

Online and Via Phone

Study Session

Attend: [https://us02web.zoom.us/j/82865369704?](https://us02web.zoom.us/j/82865369704?pwd=WTVNvQTVLQIA1VmFINUtwRXp5aEFJUT09)
pwd=WTVNvQTVLQIA1VmFINUtwRXp5aEFJUT09

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yên Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

2. BUSINESS ITEM

- 2.A [22-0271](#) Review and Discussion of Solicitation of Interest Responses for Property Located at 3900 Boulevard Road

Economic Development Director Mike Reid and Strategic Projects Manager Amy Buckler gave an overview of the history of the property at 3900 Boulevard Road, housing needs, and Housing Action Plan.

They discussed the solicitation of interest related to property at 3900 Boulevard Road, noting due to the amount of responses, they are requesting clarification of priorities before proceeding to narrow them down. Each Councilmember shared their priorities and asked clarifying questions. Mr. Reid noted he and Ms. Buckler will use this information to help refine the applicants to a short list and bring it back to Council at a future date.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:41 p.m.



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601 4th Avenue E.
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360-753-8244

City Council

Approval of March 22, 2022, City Council Meeting Minutes

Agenda Date: 3/29/2022
Agenda Item Number: 4.B
File Number:22-0304

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

Title

Approval of March 22, 2022, City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 22, 2022

7:00 PM

Online and Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_gDrokUJmRd2Tz62YEG036Q

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yên Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - NONE

3. PUBLIC COMMENT

The following people spoke: Gordon Wheat, Diane Dakin, Bruce Coulter, Maria Ruth, Peter Sanderson, Audrey Lamb, Ricardo Hernandez Fuentes, Megan Hubbard, Kim Murillo, Michael Maile, Christie Barchenger, Larry Dzieza, Christen Cannon, Jason Selwitz, Jim Lazar, Tori Pettis, and Tori Hensley.

4. CONSENT CALENDAR

4.A [22-0232](#) Approval of March 1, 2022 City Council Study Session Meeting Minutes

The minutes were adopted.

4.B [22-0233](#) Approval of March 1, 2022 City Council Meeting Minutes

The minutes were adopted.

4.C [22-0267](#) Approval of March 8, 2022 City Council Study Session Meeting Minutes

The minutes were adopted.

4.D [22-0240](#) Approval of Resolution Authorizing Summer Experiences and Enrichment

for Kids Grant Agreements with the Association of Washington Cities for Youth Programs

The resolution was adopted.

- 4.E [22-0286](#) Approval of Appointments to the Arts Commission to Fill Vacancies

The decision was adopted.

- 4.F [22-0287](#) Approval of Appointments to the Design Review Board to Fill Vacancies

The decision was adopted.

- 4.G [22-0288](#) Approval of an Appointment to the Heritage Commission to Fill a Vacancy

The decision was adopted.

- 4.H [22-0289](#) Approval of Appointments to the Lodging Tax Advisory Committee to Fill Vacancies

The decision was adopted.

- 4.I [22-0290](#) Approval of an Appointment to the Planning Commission to Fill a Vacancy

The decision was adopted.

- 4.J [22-0291](#) Approval of Appointments to the Parks and Recreation Advisory Committee to Fill Vacancies

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.K [22-0186](#) Approval of an Ordinance Amending the City of Olympia Zoning Map to Rezone the Smith Lake Area

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.L [22-0279](#) Approval of an Ordinance Amending Ordinance 7304 (Operating, Special and Capital Budgets) - 2021 Final Budget Amendment

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huỳnh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

6.A [22-0274](#) Approval of the 2022 Plinth Project Sculptures for Exhibition

Arts Program Manager Stephanie Johnson and Arts Commission Chair Jim Burlingame highlighted the selection process and recommended sculptures to exhibit as part of this year's Plinth project.

Councilmembers asked clarifying questions.

Mayor Pro Tem Gilman moved, seconded by Councilmember Cooper, to approve the Arts Commission recommended sculptures for the 2022 Percival Plinth Project exhibition. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huỳnh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

6.B [22-0273](#) Reimagining Public Safety Launch of Listening-and-Learning Sessions

Strategic Planning and Performance Manager Stacey Ray shared the plan for the launch of the Reimagining Public Safety Listening and Learning sessions. Community Work Group members Todd Monohon and Chris Belton shared their perspective on the Reimagining Public Safety process and what they are expecting from the listening and learning sessions.

Councilmembers asked clarifying questions.

The discussion was completed.

6.C [22-0276](#) Proposed Partnership with Olympia School District for a Secondary School Colocation at the Future Yelm Highway Community Park

City Manager Jay Burney highlighted previous discussions with City Council and the Parks & Recreation Advisory Committee around this topic, as well as the offer received from the Olympia School District last week. He stated his recommendation in support of the proposal.

Parks, Arts and Recreation Director Paul Simmons added comments about the proposal and gave a brief presentation about the following components of the School District's proposal: real estate transaction, immediate shared development costs and commitments, and co-location pros.

Councilmembers asked clarifying questions.

Councilmember Madrone moved, seconded by Councilmember Parshley, to authorize negotiation of the necessary agreements needed to execute a partnership with Olympia School District to locate a secondary school at the Yelm Highway Community Park property based on the proposed terms. The motion carried by the following vote:

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

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney provided a very brief update.

10. EXECUTIVE SESSION

10.A [22-0293](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation

Mayor Selby recessed the meeting at 9:46 p.m. She asked the Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(i) to discuss a litigation and potential litigation matter.

Mayor Selby reconvened the meeting at 9:50 p.m. She announced no decisions would be made, the meeting was expected to last no longer than 60 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.

10. ADJOURNMENT

The meeting adjourned at 10:50 p.m.



City Council

Approval of Reappointments to Advisory Committees and Commissions

Agenda Date: 3/29/2022
Agenda Item Number: 4.C
File Number: 22-0297

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

Title

Approval of Reappointments to Advisory Committees and Commissions

Recommended Action

Committee Recommendation:

Community Livability and Public Safety Committee recommends the reappointments listed below to the Arts Commission, Bicycle and Pedestrian Advisory Committee, Design Review, Heritage Commission, Home Fund Advisory Committee, Lodging Tax Advisory Committee; Parks and Recreation Advisory Committee, Planning Commission, and Utility Advisory Committee for three-year terms ending March 31, 2025.

City Manager Recommendation:

Move to approve the reappointments to advisory committees and commissions recommended by the Community Livability and Public Safety Committee.

Report

Issue:

Whether to reappoint the recommended individuals to new terms on their respective advisory committees.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

None - Consent Calendar Items.

Background and Analysis:

On March 23, the Community Livability and Public Safety Committee discussed reappointments to Council-appointed advisory committees and commissions. The Committee recommends the following reappointments to three-year terms ending March 31, 2025:

- **Arts Commission:** Shameka Gagnier
- **Bicycle and Pedestrian Advisory Committee (BPAC):** Alison Bremner and Jennifer Riedmayer

- **Design Review Board:** Ingrid Gulden
- **Heritage Commission:** Audrey Henley, and Sharon Lumbantobing,
- **Home Fund Advisory Committee:** Matt DeBord, Candace Jenkins, and Trudy Soucoup
- **Lodging Tax Advisory Committee (LTAC):** Meghan Payne
- **Olympia Metropolitan Parks District (OMPD) Advisory Committee:** Roger Horn, Kelly Wood
- **Parks and Recreation Advisory Committee (PRAC):** Kyle Guzlas
- **Planning Commission:** Greg Quetin and Candi Millar
- **Utility Advisory Committee:** Dennis Bloom, Dani Clark, and Arland Schneider

Neighborhood/Community Interests (if known):

Advisory committees are a structured way for individual community members to share their opinions and perspectives, study issues, and develop recommendations in a focused small group. Their primary purpose is to provide judicious advice, from a community member's perspective to the Olympia City Council.

Options:

1. Approve the reappointments as recommended.
2. Approve the reappointments with changes from Council.
3. Do not approve the recommended re-appointments and send the issue back to the Community Livability and Public Safety Committee. This would delay the start of terms and leave advisory committees not operating at full strength.

Financial Impact:

There is no financial impact related to the reappointments of advisory committee members.

Attachments:

None



City Council

Approval of Recommended Designs for Ten Traffic Box Wraps

Agenda Date: 3/29/2022
Agenda Item Number: 4.D
File Number:22-0301

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

Title

Approval of Recommended Designs for Ten Traffic Box Wraps

Recommended Action

The Arts Commission recommends approval of ten designs for the Traffic Box Wrap Public Art Project as determined by public vote.

City Manager Recommendation:

Move to approve ten designs for the Traffic Box Wrap Public Art Project as recommended by the Arts Commission and determined by public vote.

Report

Issue:

Whether to approve ten designs for the Traffic Box Wrap Public Art Project as recommended by the Arts Commission and determined by public vote for fabrication and installation.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Each year community members are invited to submit their work to be considered for a public vote. At the end of the voting period the top ten images with the most likes are printed as vinyl canvases and installed on traffic boxes around town. The project started in 2015 and there are currently 57 traffic box wraps on display throughout the City.

For the latest round of wraps, the application period opened in November and closed in January. A total of 58 submissions (up from 29 in 2020) were received from area artists across a wide range of design and materials.

Public voting took place through the City's Engage Olympia webpage from February 1-28. A total of 1,603 votes were received and the voting results and images of the top ten designs were shared at

the March 10, 2022 Arts Commission meeting.

Upon Council approval, staff will contract with the approved artists and the images will move into fabrication, to be printed on vinyl and installed on ten boxes throughout Olympia. The wraps are expected to last for several years.

Neighborhood/Community Interests (if known):

This project receives great community response and participation.

Options:

1. Move to approve the publicly selected designs for Olympia traffic boxes for fabrication and installation.
2. Modify the recommendation of traffic box wraps for fabrication and installation.
3. Do not approve recommendation and do not move into fabrication and installation.

Financial Impact:

There is \$16,000 identified in the Municipal Art Fund for artist honoraria for use of their artwork (\$500) and fabrication and installation of the vinyl wraps.

Attachments:

2022Traffic Box Wrap Recommendations

Olympia Traffic Box Wrap Project



Dave Sanders | Seasonal Reflections



Kris Sproul | Tipsoo Lake Pink Sunset

2022 Recommendation



Dave Sanders | Seasonal Reflections



YOUR
ARTWORK
HERE



Kris Sproul | Tipsoo Lake Pink Sunset



YOUR
ARTWORK
HERE

2022 Process

- Deadline January 7, 2022
- 58 proposals
- Art Commission review of applications 1/13/22
- Voting Month: February 2022
- 1605 responses (people) on Engage Olympia, who had 3 votes each
- Arts Commission review of top ten vote recipients 3/10/22
- Recommendation to City Council for approval 3/29/22
- Install Summer 2022
- Works slated for downtown and to fill gaps – prioritizing Franklin St and areas hit hardest by the pandemic.



sq^wáq^w tál'síl's t'anáp (Ravens Chase the Moon)

By Sarah Folden

Acrylic Paint

Tumwater, WA

234
Votes



Moonlight Pollinators

By Darcy Goedecke

Digital Painting

Lacey, WA

224
Votes



My Home

By Emma Song

Watercolor and Pen

Olympia, WA

135
Votes



Nasturtium

By Leila Chavez

Watercolor

Olympia, WA

124
Votes



Blue Herons

By Alice Liou

Watercolor and Sumi Ink

Lacey, WA

108
Votes



Claire's Poppy Field
By Andrea Edwards
Acrylics on Canvas
Olympia, WA

105
Votes



Eastward Views 5
By Emily R. Lee
Oil Paint on Canvas
Rochester, WA

104
Votes



Mermaid Cove

By Katie Harmon

Watercolor & Ink

Olympia, WA

103
Votes



Retro Olympia
By Missy Maxwell
Digital
Olympia, WA

98
Votes



Falling in Flora
By Sabrina Cruz
Digital
Olympia, WA

98
Votes



City Council

Approval of a Resolution Authorizing an Application for and Acceptance of an Edward Byrne Memorial Justice Assistance Grant for Olympia Police Department Training

Agenda Date: 3/29/2022
Agenda Item Number: 4.E
File Number:22-0298

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

Title

Approval of a Resolution Authorizing an Application for and Acceptance of an Edward Byrne Memorial Justice Assistance Grant for Olympia Police Department Training

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the application for and acceptance of an Edward Byrne Memorial Justice Assistance Grant to for Olympia Police Department Training and authorize the City Manager to sign the Certification.

Report

Issue:

Whether to approve a Resolution authorizing the application for and acceptance of an Edward Byrne Memorial Justice Assistance Grant to for Olympia Police Department Training and authorize the City Manager to sign the Certification.

Staff Contact:

Rich Allen, Interim Police Chief, 360.753.8147

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The City of Olympia applied for and was awarded an Edward Byrne Memorial Justice Assistance Grant ("JAG") (Application #GRANT13419575) for \$25,269 through the Department of Justice in October of 2021 for the purpose of police de-escalation training. The City must sign and submit to the Department of Justice a Certification and Assurance by the Chief Executive Officer ("Certification") prior to the reimbursement of funds.

The Certification requires that the application be open for City Council review for at least thirty days prior to the date that the Chief Executive Officer executes the Certification, and the public should also be afforded the opportunity to comment. It is necessary for the City Council to have the application to review for a period of 30 days and, if Council approves, ratify the City's acceptance of the grant and authorize the City Manager to sign the Certification.

If City Council decides not to authorize the application, ratify acceptance and authorize the City Manager to sign the Certification, Olympia Police Department will not seek reimbursement for training.

Neighborhood/Community Interests (if known):

The grant application will be placed on the Olympia Police Department's website for 30 days with an email address listed as a means for public comment.

Options:

1. Move to approve a Resolution authorizing the application for and acceptance of an Edward Byrne Memorial Justice Assistance Grant to for Olympia Police Department Training and authorize the City Manager to sign the Certification.
2. Do not approve a Resolution authorizing the application for and acceptance of an Edward Byrne Memorial Justice Assistance Grant to for Olympia Police Department Training and authorize the City Manager to sign the Certification.
3. Amend the Resolution and consider approval at a later date. This may result in some training requests not qualifying for the 2022 funding cycle.

Financial Impact:

No additional fiscal impacts are anticipated accepting Edward Byrne Memorial Justice Assistance Grant

Attachments:

Resolution
Grant Material
Certifications Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TO THE CITY OF OLYMPIA FOR POLICE DEPARTMENT TRAINING

WHEREAS, the City of Olympia applied for and received an Edward Byrne Memorial Justice Assistance Grant (“JAG”) (Application #GRANT13419575) for \$25,269.00 through the Department of Justice in October of 2021; and

WHEREAS, the City must sign and submit to the Department of Justice a Certification and Assurance by the Chief Executive Officer (“Certification”) prior to the reimbursement of funds; and

WHEREAS, the application must be open for City Council review for at least thirty days prior to the date that the Chief Executive Officer executes the Certification; and

WHEREAS, the public should also be afforded the opportunity to comment; and

WHEREAS, it is necessary for the City Council to approve the application, ratify the City’s acceptance of the grant and authorize the City Manager to sign the Certification;

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

1. The Olympia City Council hereby approves the Edward Byrne Memorial Justice Assistance Grant (“JAG”) application (#GRANT13419575) for \$25,269.00, ratifies the City Manager’s acceptance of the award of funds; and directs the Olympia Police Department to make the Application available on its web page for the public to comment.
2. Barring action by Council repealing this Resolution, after thirty days have passed since Council has had access to the Application and an applicable time period for the public to submit comment, the City Manager is directed and authorized to execute on behalf of the City of Olympia the Department of Justice Certification and Assurance by the Chief Executive Officer, and any other documents necessary to fulfill the terms of the Justice Assistance Grant as may be required and are consistent with the intent of the Grant Application.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

✓ Award Letter

October 13, 2021

Dear Jay Burney,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by OLYMPIA, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$25,269.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the

criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

NEPA Coordinator

First Name

Orbin

Middle Name

—

Last Name

Terry

∨ **Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 **Recipient Information**

Recipient Name

OLYMPIA, CITY OF

DUNS Number

075732198

UEI

YGAHKBHB8B43

Street 1

601 4TH AVE E

Street 2

City

OLYMPIA

State/U.S. Territory

Washington

Zip/Postal Code

98501

Country

United States

County/Parish

Province

 **Award Details**

**Federal Award Date**

10/13/21

Award Type

Initial

Award Number

15PBJA-21-GG-01964-JAGX

Supplement Number

00

Federal Award Amount

\$25,269.00

Funding Instrument Type

Grant

Assistance Listing Number **Assistance Listings Program Title**

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Application Number

GRANT13419575

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name**Phone Number****E-mail Address**

Jeffrey Felten-Green [202-514-8874](tel:202-514-8874) Jeffrey.S.Felten-Green@ojp.usdoj.gov

Project Title

De-escalation training

Performance Period Start Date

10/01/2020

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement

programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

I have read and understand the information presented in this section of the Federal Award Instrument.

∨ **Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

~ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or

imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an

abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract,

subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made

to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name)

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to

methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Name of Approving Official

Signed Date And Time

Deputy Assistant Attorney General

Maureen Henneberg

9/16/21 3:31 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
Jay Burney

Signed Date And Time
10/18/2021 1:35 PM

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



City Council

Approval of a Resolution Authorizing an Application for a Heritage Capital Projects Grant for the Armory Creative Campus

Agenda Date: 3/29/2022
Agenda Item Number: 4.F
File Number:22-0277

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

Title

Approval of a Resolution Authorizing an Application for a Heritage Capital Projects Grant for the Armory Creative Campus

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve an application for the Heritage Capital Projects grant for the Armory.

Report

Issue:

Whether to apply for a Heritage Capital Projects grant, which would require a grant match of up to \$2 million. This grant is administered by the Washington State Historical Society, to support facilities that provide public access to history.

Staff Contact:

Stephanie Johnson, Arts Programs Manager, Parks, Arts & Recreation, 360.709.2678

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Olympia Armory was recently transferred to the City of Olympia, *"for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives."* The building itself is an Olympia landmark, designed by noted Olympia architect Joseph Wohleb, completed in 1938.

Heritage Capital Projects are a two to one matching grant, for requests between \$10,000 and \$1,000,000. If approved, the Parks, Arts and Recreation Department (OPARD) intends apply for funds for exterior stabilization and preservation to halt water intrusion, and design work in preparation for major systems renewal, to rehabilitate and preserve this historic building for full public

programming and utilization. The largest possible match required of the City would be \$2 million, which has already been committed by the City for Phase 1 renovations.

Grant deadlines are April 14, 2022, for eligibility review and June 9, 2022, for a full proposal. During that time OPARD staff will be working with the City's Historic Preservation Officer and the consultant currently working on the Armory Conceptual Design and Business Plan to complete application materials.

Neighborhood/Community Interests (if known):

The Olympia Armory was placed on the City's heritage register in 2021 with support and assistance of the Eastside Neighborhood Association.

Options:

1. Move to approve application for a Heritage Capital Projects grant for the Armory. If approved, this would require a City match of up to \$2 million.
2. Move to not approve application for a Heritage Capital Projects grant for the Armory. No match would be required.
3. Consider applying for a Heritage Capital Projects grant for the Armory at another time. This is the 2023-2025 grant cycle, so the next opportunity would be after 2025.

Financial Impact:

The City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant, from the Olympia Parks, Arts and Recreation Capital Fund.

Attachments:

Resolution
Heritage Capital Projects Grant Webpage

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE HISTORICAL SOCIETY HERITAGE CAPITAL PROJECTS (HCP) GRANTS FOR THE ARMORY CREATIVE CAMPUS PROJECT

WHEREAS, on March 1, 2022, the Olympia Armory was transferred from the Washington State Military Department to the City of Olympia “for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives”; and

WHEREAS, since 2021, the Olympia Armory has been on the City’s Heritage Register; and

WHEREAS, currently the City is working with the community on a Conceptual Design and Business Plan to transition the Armory into a Creative Campus to connect people and ideas to ignite community, collaboration and innovation through arts and culture; and

WHEREAS, the 1938 structure requires exterior stabilization and preservation to halt water intrusion, and design work in preparation for major systems renewal, to rehabilitate and preserve this historic building for full public programming and utilization; and

WHEREAS, the Heritage Capital Projects grants would require a grant match of up to \$2 million; and

WHEREAS, the City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and Washington State Historical Society for the Armory Creative Campus Project and the terms and conditions contained therein.
2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for the Heritage Capital Projects grant, the grant contract, and any other documents necessary to obligate funds for the Armory Creative Campus Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Application.


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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



[Home](#) > [Across Washington](#) > [Grants](#) > Heritage Capital Projects

HERITAGE CAPITAL PROJECTS

Heritage Capital Projects (HCP) supports facilities that provide public access to history.

Since 1995, HCP has distributed more than \$96 million in capital grants to support more than 400 community history facilities and historic landscapes. Washington nonprofits, tribal organizations, local governments, ports, and public development authorities are eligible to apply.

If you need assistance, please email heritage.capitalprojects@wshs.wa.gov (<mailto:heritage.capitalprojects@wshs.wa.gov>) or call Jay Mortensen at the HCP office at [253-244-1683](tel:253-244-1683) (<tel:253-244-1683>).

[PROGRAM OVERVIEW](https://www.washingtonhistory.org/across-washington/grants/heritage-capital-projects/overview/)
[\(HTTPS://WWW.WASHINGTONHISTORY.ORG/ACROSS-WASHINGTON/GRANTS/HERITAGE-CAPITAL-PROJECTS/OVERVIEW/\)](https://www.washingtonhistory.org/across-washington/grants/heritage-capital-projects/overview/)

WASHINGTON HERITAGE PORTAL

Register your account



All Heritage Capital Project applications must be submitted through the online Heritage Portal. Multiple users can be linked to one organization/application, so each team member should register as a separate user under their own login and email.

Watch the Heritage Portal Instruction and Training video (<https://youtu.be/QUHx2I7qJ-0>) for help.

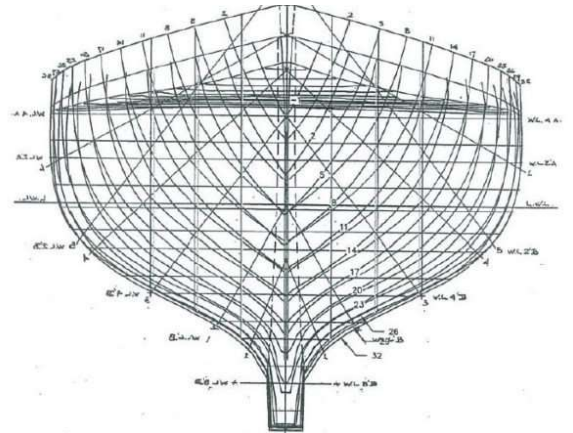
GO TO THE PORTAL

GUIDELINES

2023-2025 Grant Cycle

The application for Heritage Capital Projects funding in the 2023-2025 is open! The Eligibility Review (Stage 1) is due April 14 and the Full Proposal (Stage 2) is due June 9. All prospective applicants should **read the guidelines document carefully** as there have been many updates since the last application round.

READ THE GUIDELINES





A P P L Y

Application Walkthrough

Go step by step through the entire HCP application form, both the Eligibility Review (Stage 1) and the Full Proposal (Stage 2).

Log into the [Heritage Portal](https://wshs.fluxx.io/user_sessions/new) (https://wshs.fluxx.io/user_sessions/new) to start an application!

WATCH THE VIDEO

L E A R N M O R E

Workshops & Office Hours

HCP staff will be conducting a variety of virtual workshops with information about the 2023-2025 grant cycle and hosting periodic virtual “office hours.” See the full schedule [here](#):



WORKSHOPS & OFFICE HOURS

Grant Deadlines

Date	Description
------	-------------

Date	Description
April 16, 2022	Last day to submit the Eligibility Review (Stage 1)
June 9, 2022	Last day to submit the Full Proposal (Stage 2)

Heritage Capital Projects Across Washington

This map shows projects that have recently received funding from the Heritage Capital Projects program. Select projects from the map or by using icons in the top row to learn more about them.



The Washington State Historical Society is a non-profit 501(c)3 membership organization, open to any and all individuals, families, or firms. The Society is also recognized in statute (RCW 27.34) as a trustee agency of the state of Washington with enumerated powers.

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City Council

Approval of a Resolution Authorizing a Professional Services Agreement for Hearing Examiner Services with Attorney, Mark Scheibmeir

Agenda Date: 3/29/2022
Agenda Item Number: 4.G
File Number:22-0278

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

Title

Approval of a Resolution Authorizing a Professional Services Agreement for Hearing Examiner Services with Attorney, Mark Scheibmeir

Recommended Action

Committee Recommendation:

The Land Use & Environment Committee recommends approval a professional services agreement for Hearing Examiner Services with attorney, Mark Scheibmeir.

City Manager Recommendation:

Move to approve a professional services agreement for Hearing Examiner Services with attorney, Mark Scheibmeir as recommended by the Land Use & Environment Committee.

Report

Issue:

Whether to approve a Resolution authorizing a Professional Services Agreement for Hearing Examiner Services with attorney, Mark Scheibmeir.

Staff Contact:

Tim Smith, Deputy Director, Community Planning and Development, 360.570.3915

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Land Use & Environment Committee (LUEC) directed staff to move forward with a Request for Qualifications (RFQ) for the services of both Hearing Examiner and Pro Tem Hearing Examiner at their meeting on October 21, 2021. The current Hearing Examiner contract will expire on April 30, 2022. The current Hearing Examiner, Mark Scheibmeir, has been under contract with the City for Hearing Examiner services since 2013. The purpose for having a Pro Tem Hearing Examiner is to ensure land use matters can be heard if the Hearing Examiner has either a schedule conflict or is not

available due to illness.

The City posted an RFQ on the City's website in December 2021. The RFQ was published twice in the Daily Journal of Commerce. The RFQ was also distributed to members of the Hearing Examiner Association of Washington. The City received two responses to the RFQ. A committee comprised of City staff reviewed the responses and forwarded both candidates to the LUEC for interviews. The LUEC then conducted candidate interviews at a special public meeting held via Zoom on February 9, 2022. The LUEC subsequently held a discussion on the candidates and forwarded a recommendation to the City Council that Mark Scheibmeir continue his service as Olympia Hearing Examiner under a new contract for a two-year period, with an option to extend the contract for two-years upon the mutual agreement of Mr. Scheibmeir and the City.

The position of Pro Tem Hearing Examiner will not be filled at this time. The LUEC has asked staff to develop and bring forward options for recruiting that position.

The position of Hearing Examiner is established in Olympia Municipal Code (OMC) Chapter 18.82. The purpose of this Chapter, as stated in OMC 18.82.020, is to:

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

Neighborhood/Community Interests (if known):

The work of the Hearing Examiner has been a topic of interest to many community members as development continues throughout the City.

Options:

1. Approve the Resolution authorizing a Professional Services Agreement for Hearing Examiner services with attorney, Mark Scheibmeir
2. Do not approve the Resolution.
3. Consider approval of the Resolution at another time.

Financial Impact:

There is not a direct financial impact related to the RFQ and selection process. The Hearing Examiner contract will continue to provide for the Examiner to be paid on an hourly basis for required hearings. Permit fees are included in OMC Chapter 4.40 for staff costs to prepare and conduct Hearing Examiner hearings, and for appeals to the Hearing Examiner of administrative decisions.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

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

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

WHEREAS, the current Hearing Examiner, Mark Scheibmeir, has been under contract with the City as Hearing Examiner since 2013, and that contract will expire on April 30, 2022; and

WHEREAS, on October 21, 2021, the Land Use & Environment Committee (LUEC) directed staff to move forward with a Request for Qualifications (RFQ) for the services of Hearing Examiner; and

WHEREAS, the City posted an RFQ on the City's website in December 2021, and published the RFQ twice in the Daily Journal of Commerce. The RFQ was also distributed to members of the Hearing Examiner Association of Washington; and

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

WHEREAS, LUEC then conducted candidate interviews at a special public meeting held via Zoom on February 9, 2022. LUEC subsequently held a discussion on the candidates and forwarded a recommendation to the City Council that attorney, Mark Scheibmeir, continue his service as Olympia Hearing Examiner under a new contract for a two-year period, with an option to extend the contract for two years upon the mutual agreement of Mr. Scheibmeir and the City;

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
HEARING EXAMINER SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and attorney, Mr. Mark C. Scheibmeir, (hereinafter "Hearing Examiner"), and singularly shall be referred to as a "Party."

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

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

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

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than April 30, 2024 ("Term"). This Agreement may be extended once for an additional two years upon the mutual written agreement of the City and the Hearing Examiner.

3. Termination.

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

4. Compensation.

A. Hearing Examiner's Fee. An amount not to exceed the sum of Two Hundred and Twenty-Five and 00/100 Dollars (\$225.00) per hour.

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, ***which invoice shall specifically describe the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel***) and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

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

5. Contract Managers.

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

Hearing Examiner

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

City of Olympia

Tim Smith
Deputy Director
PO Box 1967, Olympia WA 98507-1967
tsmith@ci.olympia.wa.us
360.570.3915

6. Compliance with Laws.

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

7. Assurances.

The Hearing Examiner affirms that he has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and

governmental entities, including but not limited to the Washington State Bar Association, and being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

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

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

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

10. Confidentiality.

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

11. Indemnification/Insurance.

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

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

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

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

D. Minimum Scope of Insurance. The Hearing Examiner shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Hearing Examiner's Commercial General Liability

insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability insurance appropriate to the Hearing Examiner's profession.

E. Minimum Amounts of Insurance. The Hearing Examiner shall maintain the following insurance limits:

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

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

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

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

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

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

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

J. Failure to Maintain Insurance. Failure on the part of the Hearing Examiner to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Hearing Examiner to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Hearing Examiner from the City.

K. City's Full Access to Hearing Examiner Limits. If the Hearing Examiner maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of

Commercial General and Excess or Umbrella liability maintained by the Hearing Examiner, irrespective of whether such limits maintained by the Hearing Examiner are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Hearing Examiner.

12. Work Product.

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

13. Treatment of Assets.

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

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

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

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

E. The Hearing Examiner shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Hearing Examiner, or which results from the failure on the part of the Hearing Examiner to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

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

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

14. Books and Records.

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

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

15. Non-Appropriation of Funds.

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

16. General Provisions.

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

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

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. By signing the Agreement below, the Hearing Examiner certifies to the best of his knowledge and belief, that he and his principles:

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

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses

enumerated in paragraph 1.b. of this certification; and

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

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

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

CITY OF OLYMPIA

By: _____

Steven J. Burney, City Manager

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber

City Attorney

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

MARK SCHEIBMEIR:

By: Mark Scheibmeir

Mark C. Scheibmeir

299 NW Center Street, Chehalis WA 98532

360.748.3386

Date of Signature: 03/16/2022

Exhibit "A"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. 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.

Mark Scheibmeir
(Signature)

03/16/2022
(Date)

Mark C. Scheibmeir
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 "B"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Mark C. Scheibmeir
Consultant Name

Mark Scheibmeir
Signature

03/16/2022
Date



City Council

Approval of a Resolution Authorizing an Agreement with the Washington Center for the Performing Arts Related to Capital Improvements

Agenda Date: 3/29/2022
Agenda Item Number: 4.H
File Number:22-0300

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

Title

Approval of a Resolution Authorizing an Agreement with the Washington Center for the Performing Arts Related to Capital Improvements

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution authorizing execution of a Memorandum of Agreement (MOA) with the Washington Center for the Performing Arts and authorize the City Manager to execute all documents necessary to carry out the terms of the MOA.

Report

Issue:

Whether to approve the Resolution authorizing execution of a Memorandum of Agreement (MOA) with the Washington Center for the Performing Arts and authorize the City Manager to execute all documents necessary to carry out the terms of the MOA.

Staff Contact:

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Washington Center building is owned by the City of Olympia (City) and operated by The Washington Center for the Performing Arts (Center), a not-for-profit organization. The City's goal for the Center is to operate a quality and financially sound performing arts center to be enjoyed and supported by the entire community.

With support from the City, the Center was awarded a \$1,464,000 Building for the Arts Program grant by the Washington State Department of Commerce for the significant renovation and upgrade to the Center's lobby and auditorium.

The Center has planned a four-month shutdown to complete those renovations. This offers a unique opportunity for the City to complete critical repairs, including resurfacing and the auditorium floors, with interrupting Center operations. That shutdown is scheduled for July through October 2022. The auditorium floor resurfacing must be intricately coordinated with the other work being completed by the Center.

The Resolution authorizes the City Manager to execute all the documents necessary to reimburse the Center for associated costs for the resurfacing up to a maximum amount of \$744,297.39.

Neighborhood/Community Interests (if known):

Successful completion of this project in coordination with the Center's planned shutdown will result in minimal interruption of Center use to the community.

Options:

1. Approve the Resolution authorizing execution of a Memorandum of Agreement (MOA) with the Washington Center for the Performing Arts and authorize the City Manager to execute all documents necessary to carry out the terms of the MOA. The project will proceed as planned.
2. Direct staff to make modifications to the proposed Resolution. The project will proceed as planned.
3. Do not approve the proposed Resolution. The project will not proceed as planned and schedule delays could increase interruption in the use of the Center by the community with significant increased cost to the City.

Financial Impact:

The City's Capital Facilities Plan allocated \$764,323 to resurface the Center's auditorium floor.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING REIMBURSEMENT TO THE WASHINGTON CENTER FOR THE PERFORMING
ARTS FOR COSTS INCURRED TO RESURFACE AND MODIFY THE AUDITORIUM FLOOR**

WHEREAS, The Washington Center (Center) building is owned by the City of Olympia (City) and operated by The Washington Center for the Performing Arts (Center), a not-for-profit organization; and

WHEREAS, the City’s goal of the Center is to operate a quality and financially sound performing arts center to be enjoyed and supported by the entire community; and

WHEREAS, with support from the City, the Center was awarded a \$1,464,000 *Building for the Arts Program* grant by the Washington State Department of Commerce for the significant renovation and upgrade to the Center’s lobby and auditorium.

WHEREAS, the Center has planned a four-month shutdown to complete those renovations which offers a unique opportunity for the City to complete critical repairs, including resurfacing the auditorium floors, without interrupting Center operations; and

WHEREAS, the auditorium floor resurfacing must be intricately coordinated with other work being completed by the Center; and

WHEREAS, the City’s Capital Facilities Plan allocated \$764,323.00 to resurface the Center’s auditorium floor; and

WHEREAS, the current operating agreement between the City and the Center states that the City is responsible for “General Maintenance and Repair “ of the facility and the Center is responsible for “Performance Related Maintenance and Repair;” however, some of the work necessary to complete this project cannot be easily defined as general maintenance or performance related; and

WHEREAS, for the purposes of this project only, the City and the Center agree that the City will reimburse the Center for the cost of the items listed in this Agreement up to the amount allocated for resurfacing the floor in the City’s Capital Facilities Plan minus the costs for hazardous material testing and City labor needed to support the project; and

WHEREAS, the City Council finds it to be in the best interest of the City of Olympia for the Center to complete the work described below and reimburse the Center for associated costs;

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

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

2. The Olympia City Council hereby authorizes the City Manager or his designee to execute all documents necessary to reimburse the Center for costs associated with the following work:
 - Preparation of auditorium floors for resurfacing including removal of existing chairs and floor surfacing material.
 - Minor modifications necessary to facilitate installation of new chairs including modifications to maintain access required by the Americans with Disabilities Act.
 - Surface preparation of the auditorium floors.
 - Application of new floor finishing.
3. The City Manager or his designee is authorized to reimburse the Center for associated costs up to a maximum amount of \$744,297.39.

Note: The full amount available for work on the Center floor is \$764,323.00. To date the City has paid \$7,563.05 for hazardous materials testing and \$2,962.56 for City labor to support the project. The City estimates it will need approximately \$9,500.00 additional funds for Project Management. \$744,297.39 is available for the work items listed above.

4. The City Manager or his designee may further reimburse the Center for the following additional work provided that the total reimbursement does not exceed \$745,000.
 - Replacement of existing ventilation diffusers on the auditorium floor.
 - Installation of a cable raceway.
5. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Memorandum of Agreement, and any other documents necessary to execute said Memorandum of Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Memorandum of Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

MEMORANDUM OF AGREEMENT
Between
The Washington Center for the Performing Arts and
The City of Olympia

THIS MEMORANDUM OF AGREEMENT (MOA), effective as of the last date signed by a Party below, is by and between The Washington Center for the Performing Arts, Inc., a Washington non-profit corporation, hereinafter referred to as the "CENTER," and the City of Olympia, a Washington municipal corporation, hereinafter referred to as the "CITY," and jointly referred to as the "Parties," and singularly as a "Party."

WHEREAS, The Washington Center (Center) building is owned by the City of Olympia (City) and operated by The Washington Center for the Performing Arts (Center), a not-for-profit corporation; and

WHEREAS, the City's goal of the Center is to operate a quality and financially sound performing arts center to be enjoyed and supported by the entire community; and

WHEREAS, with support from the City, the Center was awarded a \$1,464,000 Building for the Arts Program grant by the Washington State Department of Commerce for the significant renovation and upgrade to the Center's lobby and auditorium; and

WHEREAS, the Center has planned a four-month shutdown to complete renovations, which offers a unique opportunity for the City to complete critical repairs, including resurfacing the auditorium floors, without interrupting Center operations; and

WHEREAS, the auditorium floor resurfacing must be intricately coordinated with other work being completed by the Center; and

WHEREAS, the City's Capital Facilities Plan allocated \$764,323 to resurface the Center's auditorium floor; and

WHEREAS, the current operating agreement between the City and the Center states that the City is responsible for "General Maintenance and Repair " of the facility and the Center is responsible for "Performance Related Maintenance and Repair;" however, some of the work necessary to complete this project cannot be easily defined as general maintenance or performance related ; and

WHEREAS, for the purposes of this project only, the City and the Center agree that the City will reimburse the Center for the cost of the items listed in this MOA up to the amount allocated for resurfacing the Center's floors in the City's Capital Facilities Plan, minus the costs for hazardous material testing and City labor needed to support the project; and

WHEREAS, the City Council finds it to be in the best interest of the City of Olympia for the Center to complete the work described below and reimburse the Center for associated costs;

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

A. The CENTER will advertise for bids to complete the following work:

1. Preparation of auditorium floors for resurfacing including removal of floor surfacing material.

2. Minor modifications necessary to facilitate installation of new chairs including modifications to maintain access required by the Americans with Disabilities Act.
3. Surface preparation of the auditorium floors.
4. Application of new floor finishing.
5. Removal of existing chairs prior to surface preparation.
6. Replacement of existing ventilation diffusers installed on the auditorium floor.
7. Installation of a cable raceway.
8. Minor floor modifications necessary to maintain access required by the Americans with Disabilities Act.

- B. At a minimum, the CENTER will award contracts for work items 1 through 5 above.
- C. The CENTER may award contracts for items 6 through 8 above dependent upon bids and available funding.
- D. The CITY will reimburse the CENTER for actual cost up to a maximum reimbursement amount of \$744,297.39.

Note: The full amount available for work on the Center floor is \$764,323.00. To date the City has paid \$7,563.05 for hazardous materials testing and \$2,962.56 for City labor to support the project. The City estimates it will need approximately \$9,500.00 additional funds for Project Management. \$744,297.39 is available for the work items listed above.

- E. The CENTER will ensure the bid procedures follow all applicable public bid laws.
- F. The CENTER will ensure that all workers are paid prevailing wages for all work performed under this MOA.
- G. The CITY will assign a Project Manager to facilitate execution of this MOA.
- H. The CENTER will provide the CITY with the opportunity to review and approve all materials installed under this MOA.

CITY OF OLYMPIA

THE WASHINGTON CENTER FOR THE
PERFORMING ARTS

By: _____
Steven J. Burney, City Manager
P.O. Box 1967
Olympia WA 98507-1967

By: Jill Barnes _____
Jill Barnes, Executive Director
512 Washington Street, SE
Olympia WA 98501

Date Signed: _____

Date Signed: 03/22/2022 _____

APPROVED AS TO FORM:

Mark Barber _____
Mark Barber, City Attorney



City Council

Approval of a Resolution Authorizing an Agreement with Gray & Osborne Inc. for the Boulevard Road Reservoir Rehabilitation Project

Agenda Date: 3/29/2022
Agenda Item Number: 4.1
File Number: 22-0302

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

Title

Approval of a Resolution Authorizing an Agreement with Gray & Osborne Inc. for the Boulevard Road Reservoir Rehabilitation Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign the Professional Services Agreement with Gray & Osborne Inc. in the amount of \$433,800.

Report

Issue:

Whether to approve a approve a Resolution authorizing the City Manager to sign the Professional Services Agreement with Gray & Osborne Inc. in the amount of \$433,800.

Staff Contact:

Jeff Johnstone, P.E., Project Manager, Public Works Engineering, 360.753.8290

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Department of Health (DOH) awarded the City a \$2,658,320 Drinking Water State Revolving Fund (DWSRF) design and construction loan for a capital facilities project that will provide seismic retrofits to the Boulevard Road Reservoir.

The project will assess the current condition of the reservoir, design and construct retrofits to bring the reservoir up to current standard seismic codes and rehabilitate reservoir appurtenances including the interior and exterior coatings. Gray & Osborne Inc. was selected through a competitive request

for qualifications process to provide engineering services. This work will protect the City's drinking water supply by mitigating the risk of the collapse of the reservoir in an earthquake event.

Neighborhood/Community Interests (if known):

Loss of any of these facilities in an earthquake would significantly jeopardize the Drinking Water Utility's ability to supply water to the community.

Options:

1. Approve the Resolution authorizing the City Manager to sign the Professional Services Agreement with Gray & Osborne Inc., in the amount of \$433,800. This allows the project to move forward. The City protects the drinking water supply by mitigating risk from future earthquakes.
2. Do not Approve the Resolution and direct staff to advertise for a different engineering consulting firm. This would result in delays to the project and could affect use of DWSRF funds.

Financial Impact:

The DWSRF loan monies will be used to pay for this contract.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN GRAY & OSBORNE INC. AND THE CITY OF OLYMPIA FOR SEISMIC RETROFIT DESIGN AND CONSTRUCTION SERVICES

WHEREAS, the Department of Health awarded the City a \$2,658,320 Drinking Water State Revolving Fund (DWSRF) design and construction loan for a capital facilities project that will provide seismic retrofits to the Boulevard Road Reservoir; and

WHEREAS, the project will assess the current condition of the Boulevard Road Reservoir, design and construct retrofits to bring the reservoir up to current standard seismic codes, and rehabilitate reservoir appurtenances including the interior and exterior coatings; and

WHEREAS, Gray & Osborne Inc. was selected through a competitive request for qualifications process to provide engineering services; and

WHEREAS, this work will protect the City's drinking water supply by mitigating the risk of failure of the reservoir in an earthquake event;

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

1. The Olympia City Council hereby approves the form of Professional Services Agreement between the City of Olympia and Gray & Osborne Inc. for seismic retrofit design and construction services 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 Professional Services 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 _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
BOULEVARD ROAD RESERVOIR REHABILITATION SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Gray & Osborne, Inc., a Washington corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of Boulevard Road Reservoir Rehabilitation 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 – Scope of Work and Fee Breakdown 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 December 31, 2023 ("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 Four Hundred Thirty-Three Thousand, Eight Hundred and No/100 Dollars (\$433,800.00), calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit A – Scope of Work and Fee Breakdown.

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, which invoice shall specifically describe the Services performed, the name of Consultant's personnel

performing such Services, the hourly labor charge rate for such personnel, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. 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:

Consultant

Michael B. Johnson, P.E., Principal
Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, WA 98144-2842
(360) 292-7481
mjohnson@g-o.com

City of Olympia

Jeff Johnstone, P.E., Project Manager
City of Olympia
PO Box 1967
Olympia, WA 98507-1967
(360) 753-8290
jjohnsto@ci.olympia.wa.us

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 – Statement of Compliance with Nondiscrimination Requirement. If the contract amount is \$50,000 or more, the Consultant shall execute Exhibit C – Equal Benefits Compliance Declaration.

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 \$2,000,000 each occurrence and \$2,000,000 general aggregate.

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

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

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

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

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

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

12. Work Product.

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

13. Treatment of Assets.

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

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

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

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

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

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

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

the parties.

14. Books and Records.

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

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

15. Non-Appropriation of Funds.

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

16. General Provisions.

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

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

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

City of Olympia
P.O. Box 1967
Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber
City Attorney

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

GRAY & OSBORNE, INC.

By: *Michael B. Johnson*
Michael B. Johnson, P.E., Principal

Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, WA 98144-2842
(360) 292-7481

Date of Signature: 03/10/2022

EXHIBIT A

SCOPE OF WORK

CITY OF OLYMPIA BOULEVARD RESERVOIR REHABILITATION PROJECT

PROJECT OVERVIEW

The City of Olympia would like to design a rehabilitation project for the Boulevard Reservoir. The reservoir is a 2.4 MG welded steel reservoir that was constructed in 2001. The proposed project will include seismic retrofits, recoating the interior and exterior, and improvements to reservoir appurtenances that were identified in previous assessment reports completed for this reservoir. We understand that as the first step in the design, the City would like to complete a predesign analysis to confirm design components and estimated costs for the project. Potential project components include the following:

1. Seismic retrofits (including flexible piping connections);
2. Tank recoating;
3. Access improvements, including feasibility of adding spiral staircase and replacement of interior platform;
4. Cellular communication provisions;
5. Flexible piping connections;
6. Seismic valve;
7. Addition of a fire hydrant onsite;
8. Stormwater pond outlet improvements;
9. Water service to the adjacent vector decant facility;
10. Fencing modifications and access road changes to isolate cellular ground equipment from the site. Installation of electric gate operator if possible;
11. Replace vault lids/hatches to be H20 rated.

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project. We proposed to use PanGEO to assist with geotechnical consulting and Evergreen Coating Consultants to assist with coating design and construction oversight. These scopes are attached.

Task 1 –Predesign Services

1. Provide Project Management

Provide comprehensive project management of the Predesign phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team, including subconsultants. A project schedule will be developed and the City will be provided with monthly progress updates. This task will also

include coordination with other project stakeholders and regulatory agencies and assistance with the City's public communication program.

2. Review Background Information

Review previous reports and record drawings.

3. Complete Preliminary Design Analysis

Complete field inspection of the reservoir and complete preliminary design analysis. Gray & Osborne will provide the following services to support completion of this task.

a. Identify Deficiencies and Evaluate Potential Improvement Alternatives

Characterize deficiencies and identify improvement alternatives. Any related reservoir component deficiencies (such as piping, drains, vents, access, and security) will also be identified. Evaluate options and identify estimated costs.

b. Prepare Draft Predesign Report

Prepare a draft Predesign Report for the project. The report will document the findings of the seismic analysis, incorporate the alternatives analyses for correcting identified deficiencies and document proposed improvements. The Predesign Report will meet the requirements of WAC 246-290-110 for a project report. The draft report will be submitted to the City for review. We will meet with City staff to review the report.

c. Prepare Final Predesign Report

Address any review comments provided by the City and prepare a final Predesign Report for the project.

4. Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the Pre-Design Report.

5. Attend Meetings

Attend meetings with City staff and project stakeholders during the Pre-Design phase. The following meetings have been anticipated:

- Project Kick-off Meeting
- Predesign Report Review Meeting

Task 2 –Design Engineering Services

1. Provide Project Management

Provide comprehensive project management of the Design phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team and subconsultants. The project schedule will be updated and the City will be provided with monthly progress updates. This task will also include coordination with other project stakeholders and regulatory agencies and assistance with the City’s public communication program.

2. Complete Reservoir Retrofit Design

Complete civil and structural engineering design of the Boulevard Reservoir Rehabilitation Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

a. Prepare 60 Percent Plans, Specifications, and Cost Estimate

Prepare 60 percent plans, specifications, and construction cost estimates for the project. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans and specifications.

b. Prepare 90 Percent Plans, Specifications, and Cost Estimate

Prepare 90 percent plans, specifications, and construction cost estimates for the project. City comments from the 60 percent submittal will be addressed. Plans and specifications will be near completion. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to review any comments.

c. Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comment from the 90 percent submittal will be addressed.

Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. Final plans, specifications, and cost estimates will be submitted to the City for regulatory approval and distribution to contractors.

d. Provide Permitting Assistance

Assist the City with applying for and obtaining the required permits for the project. It is anticipated that Gray & Osborne will take the lead and will provide engineering support for the following permit applications:

- Department of Health Project Approval
- City of Olympia Building Permit

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

3. Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the 30 percent, 60 percent submittal, 90 percent submittal, and final submittal for project.

4. Attend Meetings and Site Visits

Attend meetings with City staff, stakeholders, and the public during development of the plans and specifications to discuss project issues and review draft deliverables. Complete site visits and meet with regulatory agencies as necessary to coordinate the work. Prepare exhibits for communication with the public and stakeholders.

- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- Final Design Review Meeting
- Pre-Bid Walkthrough

5. Provide Bid and Award Services

Assist the City with the bid and award process for the project. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

Task 3 –Construction Management Services

1. Provide Project Management

Provide project management services during the Construction phase of the project. This task will include coordinating and managing the schedule and budget for the project team, including subconsultants. The City will be provided with budget updates on a monthly basis. This task will also include coordination with the contractor and regulatory agencies and assistance with the City’s public communication program.

2. Provide Construction Management Services

Gray & Osborne will assist the City with management of the construction phase of the project by providing the following services:

a. Review Submittals

Review equipment, material, and plan submittals from the contractor for conformance with the Plans and Specifications. Return submittal review comments to the City. Review submittals for outages plans and coordinate with the City and Contractor to minimized water service outages and interruptions.

b. Review and Respond to Requests for Information

Review and respond to requests for information and clarifications from the contractor. Prepare any clarification drawings or design modifications necessary to complete the project. Prepare and distribute responses.

c. Review, Negotiate, and Prepare Change Orders

Review, negotiate and prepare change orders as necessary for review and approval by the City.

d. Attend Construction Meetings

Attend the preconstruction conference and regular project progress meetings to coordinate work activities with the contractor and City. It is anticipated that there will be biweekly construction meetings. Conduct site visits as necessary to review project progress and resolve construction issues. 18 meetings have been assumed.

e. Coordinate Materials Testing and Special Inspection and Review Results

Coordinate materials testing and special inspection required during construction. Review results of materials testing and special inspection for conformance with the plans and specifications. Materials testing and special inspection for the project will be conducted by our subconsultant, MTC.

f. Inspect Structural Components

Provide on-site inspection of structural components of the project as requested by the City. Eight visits have been assumed.

g. Provide Coating Inspection

Provide full time on-site coating inspection to verify surface preparation, environmental conditions, application rates, and coverage. Provide daily reports and photo documentation. 12 weeks of full time inspection (8 hours/day) have been assumed.

h. Prepare Record Drawings

Prepare record drawings in AutoCAD format based on contractor and field inspector redlines and deliver to the City.

3. Provide Startup and Testing Services

Gray & Osborne will provide the following Startup, Testing, and Training services for the project:

a. Review Startup and Testing Plans

Review startup and testing plans prepared by the construction contractor. Provide feedback to the contractor on these plans.

b. Coordinate and Assist with Startup and Testing Activities

Coordinate startup and testing activities with the contractor and City staff. Be onsite to assist with the startup and testing process.

Task 6 – Project Management Reserve

The project management reserve fund has been established to allow the City to authorize additional work tasks to address unanticipated engineering issues without executing a formal contract amendment. The City must provide prior written authorization before using any project management reserve funds.

ASSUMPTIONS

The following assumptions have been made in developing this scope of work. Preliminary engineering and alternatives analyses will be completed during preliminary design that will further define the improvements to be constructed.

1. Any additional topographic survey needed will be provided by the City of Olympia.
2. It has been assumed that a cultural resource investigation will not be required. If required by DOH DWSRF, this can be added by addendum.
3. Design review meetings will be done remotely by Zoom.
4. Construction duration is estimated to be 8 months.
5. An allowance of \$15,000 has been assumed for materials testing and special inspection.
6. The City of Olympia will provide daily construction inspection.
7. The City will review certified payrolls and complete employee wage rate interviews.

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$433,800** as shown in the attached Exhibits B-1, B-2 and B-3.

DELIVERABLES

Deliverables will be provided in the following format:

- Electronic files will also be supplied for each deliverable.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Notice to Proceed.....	March 2022
Complete Predesign	April 2022
Complete Engineering Design.....	May 2022 – August 2022
Construct Reservoir Rehabilitation Project.....	November 2022 – June 2023

SCOPE OF WORK - EXHIBIT B

ESTIMATED PROJECT COST SUMMARY

City of Olympia - Boulevard Reservoir Rehabilitation Project

Task 1 - Predesign Services	\$32,500
Task 2 - Design Engineering Services	\$177,700
Task 3 - Construction Management Services	\$203,600
Task 4 - Management Reserve	\$20,000
Total Estimated Cost	\$433,800

SCOPE OF WORK - EXHIBIT B-1

Estimated Cost

Task 1 - Predesign Services

City of Olympia - Boulevard Reservoir Rehabilitation Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		8					
2. Review Background Information	1	4	4	8		4	
3. Complete Preliminary Design Analysis							
a. Identify Improvements and Update Cost Estimates		4	8	16	2	8	
b. Prepare Draft Predesign Report	2	8	16	16	2	16	8
c. Prepare Final Predesign Report		2	4	4	1	4	4
4. Complete QA/QC Review	2	2	2	2		2	
5. Attend Meetings		8	4	8		4	
Hour Estimate:	5	36	38	54	5	38	12
Fully Burdened Billing Rate Range:*	\$140 to \$217	\$127 to \$217	\$120 to \$160	\$110 to \$190	\$120 to \$195	\$90 to \$144	\$50 to \$147
Estimated Fully Burdened Billing Rate:*	\$200	\$200	\$155	\$175	\$185	\$125	\$110
Fully Burdened Labor Cost:	\$1,000	\$7,200	\$5,890	\$9,450	\$925	\$4,750	\$1,320

Subtotal Labor Cost: \$ 30,535

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 180

Subconsultant:

 Coating Consultant (Evergreen Coating Consultants) \$ 1,700 (Estimated)

 Subconsultant Overhead (5%) \$ 85

TOTAL ESTIMATED COST: \$ 32,500

SCOPE OF WORK - EXHIBIT B-2

Estimated Cost

Task 2 - Design Engineering Services

City of Olympia - Boulevard Reservoir Rehabilitation Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		16					
2. Complete Reservoir Rehabilitation Design							
a. Prepare 60 Percent Plans, Specifications and Cost Estimate	4	24	40	64	16	120	224
b. Prepare 90 Percent Plans, Specifications, and Cost Estimate	4	16	24	40	16	90	154
c. Prepare Final Plans, Specifications and Cost Estimate	4	16	16	16	4	24	56
d. Provide Permitting Assistance		4	2	16		16	16
3. Complete QA/QC Review	24	12	12	12	4	12	
4. Attend Meetings and Site Visits		12	6	12	4	6	
5. Provide Bid and Award Services		8	12	4			8
Hour Estimate:	36	108	112	164	44	268	458
Fully Burdened Billing Rate Range:*	\$140 to \$217	\$127 to \$217	\$120 to \$160	\$110 to \$190	\$120 to \$195	\$90 to \$144	\$50 to \$147
Estimated Fully Burdened Billing Rate:*	\$200	\$200	\$155	\$175	\$185	\$125	\$110
Fully Burdened Labor Cost:	\$7,200	\$21,600	\$17,360	\$28,700	\$8,140	\$33,500	\$50,380

Subtotal Labor Cost: \$ 166,880

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 560

 Printing \$ 600

Subconsultant:

 Geotechnical Review (PanGeo, Inc.) \$ 1,600

 Coating Consultant (Evergreen Coating Consultants) \$ 7,600

 Subconsultant Overhead (5%) \$ 460

TOTAL ESTIMATED COST: \$ 177,700

SCOPE OF WORK - EXHIBIT B-3

Estimated Cost

Task 3 - Construction Management Services

City of Olympia - Boulevard Reservoir Rehabilitation Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	Field Inspector Hours	CADD Tech. Hours
1. Provide Project Management		16						
2. Provide Construction Management Services								
a. Review Submittals	2	8	16	16	4	40		
b. Review and Respond to RFIs	4	32	16	32	2	24		16
b. Review, Negotiate and Prepare Change Orders	4	16	8	8		8		
d. Attend Construction Meetings		72	12	36	4	16		
e. Coordinate Materials Testing/Special Inspection and Review Results		4		16				
f. Inspect Structural Components		8		32				
g. Coating Inspection							480	
h. Prepare Record Drawings		4	4	4		16		24
3. Provide Startup Services								
a. Review Startup, Testing, and Commissioning Plans		6	6	6		6		
b. Coordinate and Assist with Startup Activities		24	4	8	4	4		
Hour Estimate:	10	190	66	158	14	114	480	40
Fully Burdened Billing Rate Range:*	\$140 to \$217	\$127 to \$217	\$120 to \$160	\$110 to \$190	\$120 to \$195	\$90 to \$144	\$93 to \$157	\$50 to \$147
Estimated Fully Burdened Billing Rate:*	\$200	\$200	\$155	\$175	\$185	\$125	\$142	\$110
Fully Burdened Labor Cost:	\$2,000	\$38,000	\$10,230	\$27,650	\$2,590	\$14,250	\$68,160	\$4,400

Subtotal Labor Cost: \$ 167,280

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 6,750

 Printing \$ 585

Subconsultant:

 Materials Testing/Special Inspection (MTC) \$ 15,000 (Estimated)

 Coating Consultant (Evergreen Coating Consultants) \$ 12,605

 Subconsultant Overhead (5%) \$ 1,380

TOTAL ESTIMATED COST: \$ 203,600

February 3, 2022
File No. P-7852

Gray & Osborne, Inc.
Attention: Mike Johnson, P.E.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144

**Subject: Proposal for Geotechnical Engineering Study
Boulevard Reservoir Seismic Retrofit, Olympia, Washington**

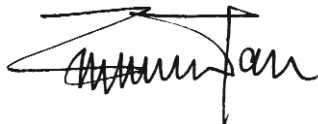
Dear Mr. Johnson:

PanGEO is pleased to submit our proposal to provide a geotechnical design parameters to assist you with the proposed seismic retrofit. Our scope of work will include reviewing as-built plans, summary logs of previous test borings completed at the site, and prepare a design memorandum outlining geotechnical design parameters for seismic site class per 2018 IBC, bearing pressure for foundation, and lateral earth pressure for buried walls. It is our opinion that the existing subsurface data is adequate and no additional subsurface explorations are proposed.

We propose to complete the scope of work for a lump sum fee of \$1,600.

Please call or e-mail if you have any questions.

Sincerely,



Siew L. Tan, P.E.
Principal Geotechnical Engineer

EXHIBIT A

SCOPE OF WORK

Evergreen Coating Engineers, LLC

Gray & Osborne, Inc.

City of Olympia Boulevard Reservoir Rehabilitation Project

Project Overview

The City of Olympia (City) would like to design Gaa rehabilitation project for the Boulevard Reservoir (Project). The reservoir is a 2.4 MG welded steel reservoir that was constructed in 2001. Gray & Osborne (G&O) is leading the project team to design and provide construction management of this Project for the City. The proposed Project will include seismic retrofits, recoating the interior and exterior, and improvements to reservoir appurtenances that were identified in previous assessment reports completed for this reservoir. Evergreen Coating Engineers' (ECE) scope of work (Scope) within the overall Project consists of the following tasks:

1. Predesign site visit;
2. Technical assistance in compiling interior and exterior coating specifications;
3. Review of Plans, Specifications, and cost estimates at the 60-percent and 90-percent design submittals;
4. Technical support during construction including review of coating-related submittals, requests for information, and construction issues as requested.

Task 1 – Pre-Design Services

1. Review Background Information and Preliminary Site Visit

Review previous assessment reports that were completed on the Boulevard Reservoir and meet with G&O onsite to review the contents of the reports and perform a general review of the structure and site. Interior condition will be reviewed based upon previous inspection and access through the roof hatch, if available.

Deliverables: Memorandum containing additional items for consideration not contained in previous assessment reports. Planning level cost estimates will be provided for work items that are coating related.

Assumptions: Only one site visit will be made. Meetings to discuss items will be performed as part of Task 2. Coating samples and lab tests will be by others. Reservoir will not be drained for an interior inspection.

Task 2 – Design Engineering Technical Support

1. Project Management

This task will include providing monthly updates and invoices along with administrative tasks, as required, to facilitate this Scope.

2. Reservoir Coating Technical Specifications and Cost Estimates

ECE will write the coating and containment technical specifications and provide in CSI format compatible with G&O's technical specifications at the 60-percent, 90-percent, and Final design stages. Cost estimates for coating and containment related bid items will be provided by ECE to G&O for inclusion in their Project cost estimates at the 60-percent, 90-percent, and Final design stages.

3. Perform Technical Review of the Contract Documents

ECE will perform an independent review the Plans and Specifications and attend a QA/QC meeting via video conferencing at the 60- and 90-percent design stages.

4. Bid and Award Assistance

Assist in preparation of addenda as necessary and provide input on bid results and bidder qualifications upon request.

Task 2 Assumptions:

No site visits are anticipated under this task. Meetings are assumed to be virtual. Up to two addenda are included. G&O to provide CADD drafting for any plan details. Design is anticipated to last approximately 8 months through Bid.

Task 2 Deliverables:

Technical specifications and cost estimates at the 60-percent, 90-percent, and Final design stages. Review comments for 60- and 90-percent designs. Monthly invoices and status updates.

Task 3 – Construction Management Support

1. Project Management

This task will include providing monthly updates and invoices along with administrative tasks, as required, to facilitate this Scope.

Assumptions: Construction is anticipated to last eight months.

Deliverables: Monthly invoices and status reports.

2. Review Submittals

Review and respond to submittals as required in Section 09970 of the specifications. Return submittal comments to G&O for delivery to the City.

Assumptions: Maximum of two reviews for each submittal required in Section 09970.

3. Review and Respond to Requests for Information (RFIs)

Assist G&O to review and respond to requests for information and clarifications from the contractor on coatings related issues.

Assumptions: Maximum of five RFI's are included in this scope.

4. Technical Assistance

Review coating inspector's daily reports and provide technical assistance on issues as requested by G&O up to the maximum hours included herein during construction.

5. Data Logger Rental and Analysis

This task includes two months of the following services. Rental of a Positector DPML data logger, with calibration certificate, that continuously records data for air temperature, surface temperature, relative humidity, and dew point at ten-minute intervals, monthly analysis of the collected data, as well as research and/or communication with coating manufacturers to support the findings of the analysis, if required. One additional analysis is included if conditions are suspected to have fallen outside of the parameters required by the product data sheet for application or curing. Also included is one virtual meeting to discuss the results with the Contractor if an issue arises.

Assumptions: City coating inspector will download the data from the logger and email the data to ECE at least every other day and locate the logger in a relevant location to the work on a daily basis.

EXHIBIT "B"
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

Gray & Osborne, Inc.
City of Olympia Boulevard Reservoir Rehabilitation Project

Tasks	ECE Hours
Task 1 Pre-Design Services	
1. Review Background Information and Preliminary Site Visit	8
Task 2 Design Engineering Technical Support	
1. Project Management	4
2. Reservoir Coating Technical Specifications and Cost Estimates	22
3. Perform Technical Review of Contract Documents	8
4. Bid and Award Assistance	2
Task 3 Construction Management Support	
1. Project Management	4
2. Review Submittals	8
3. Review and Respond to RFIs	10
4. Technical Assistance	32
Hour Estimate:	98
Fully Burdened Billing Rate:	\$210
Fully Burdened Labor Cost:	\$20,580
Total Fully Burdened Labor Cost:	\$ 20,580
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 325
Data Logger Rental and Analysis @ \$500/month	\$ 1,000
TOTAL ESTIMATED COST:	\$ 21,905

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.

Michael B. Johnson
Michael B. Johnson, P.E.

03/10/2022
(Date)

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

(Sole Proprietor Signature)

(Date)

**EXHIBIT C
EQUAL BENEFITS COMPLIANCE DECLARATION**

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

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

Gray & Osborne, Inc.
Consultant Name

Michael B. Johnson
Signature

Michael B. Johnson, P.E.

03/10/2022
Date

Principal



City Council

Approval of an Ordinance Amending Ordinance 7304 (Operating, Special and Capital Budgets) - 2021 Final Budget Amendment

Agenda Date: 3/29/2022
Agenda Item Number: 4.J
File Number:22-0279

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

Title

Approval of an Ordinance Amending Ordinance 7304 (Operating, Special and Capital Budgets) -
2021 Final Budget Amendment

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance amending Ordinance 7304 (Operating, Special and Capital Budgets) on second reading.

Report

Issue:

Whether to approve the proposed Ordinance amending Ordinance 7304 (Operating, Special and Capital Budgets) on second reading.

Staff Contact:

Aaron BeMiller, Finance Director, Finance Department, 360.753.8465
Joan Lutz, Budget/Financial Analyst, Finance Department, 360.753.8760

Presenter(s):

None - Consent Calendar item

Background and Analysis:

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

City Council may revise the City's Operating Budget 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.

The attached ordinance includes recommended amendments to the 2021 Operating Funds and Special Funds for the following Funds:

1. Parking Fund - \$37,000 for unanticipated end of year expenditures over allocation. Use of fund balance.
2. Stormwater Debt Fund - \$100 appropriation to cover debt payment. Revenue received above budget.
3. Workers Compensation Fund - \$100,000 for additional timeloss expenditures over allocation. Use of fund balance.

Neighborhood/Community Interests (if known):

There are no known neighborhood interests in this item.

Options:

1. Approve ordinance amending ordinance 7304. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.
3. Consider the amending ordinance at another time.

Financial Impact:

Operating Funds are a total increase in appropriations of \$37,100; Special Funds are a total increase in appropriations of \$100,000; and no changes in the Capital Funds.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2021 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2021-2026 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7304

WHEREAS, the Olympia City Council adopted the 2021 Operating, Special Funds and Capital Budgets and 2021-2026 Capital Facilities Plan (CFP) by passing Ordinance No. 7268 on December 18, 2020; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7268 by passage of Ordinance 7281 on June 8, 2021; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7281 by passage of Ordinance 7287 on August 10, 2021; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7287 by passage of Ordinance 7294 on October 19, 2021; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7294 by passage of Ordinance 7304 on December 14, 2021; 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 changes need to be made to Ordinance No. 7304;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2021 through 2026, a copy of which will be on file with the Director of Finance (formerly known as the Office of the Director of Administrative Services) and available on the City's web site, is hereby adopted as the Capital Facilities Plan (CFP) for the City of Olympia and is incorporated herein as though fully set forth.

Section 2. Upon appropriation by the City Council of funds therefor, 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 Director of Finance (formerly known as the Director of Administrative Services) 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 2021 Estimated Revenues and Appropriations for each Fund are as follows:

Operating Budget

FUND	USE OF FUND			ADDITION TO FUND BALANCE
	BALANCE	ESTIMATED REVENUE	APPROP	
General, Regular Operations	\$6,192,906	\$93,298,776	\$99,491,682	0
General, Special Sub-Funds				
Special Accounts	816,217	4,418,630	5,234,847	0
Development Fee Revenue	113,018	4,150,296	4,263,314	0
Parking	328,370 365,370	1,474,840	1,803,210 1,840,210	0
Post Employment Benefits	0	1,020,000	1,020,000	0
Washington Center Endowment	0	5,000	5,000	0
Washington Center Operating	0	378,365	378,365	0
Municipal Arts	148,642	71,554	220,196	0
Equipment & Facilities Reserve	1,452,626	2,276,037	3,728,663	0
Total General Fund	\$9,051,779 \$9,088,779	\$107,093,498	\$116,145,277 \$116,182,277	\$0
LID Control	0	0	0	0
LID Guarantee	0	0	0	0
4th/5th Avenue Corridor Bridge Loan	0	174,250	174,250	0
UTGO Bond Fund - 2009 Fire	0	1,047,800	1,047,800	0
City Hall Debt Fund - 2009	0	2,355,353	2,355,353	0
2010 LTGO Bond - Street Projects	0	394,562	394,562	0
L.O.C.A.L. Debt Fund - 2010	0	0	0	0
2010B LTGO Bonds - HOCM	0	436,321	436,321	0
2013 LTGO Bond Fund	0	674,325	674,325	0
2016 LTGO Parks BAN	0	1,008,375	1,008,375	0
Water Utility O&M	0	15,868,430	15,844,678	23,752
Sewer Utility O&M	448,351	22,171,367	22,619,718	0
Solid Waste Utility	395,906	13,455,454	13,851,360	0
Stormwater Utility	259,690	6,257,211	6,516,901	0
Water/Sewer Bonds	0	1,915,487	1,915,487	0
Stormwater Debt Fund	0	123,650 123,750	123,648 123,748	2 2
Water/Sewer Bond Reserve	0	-	-	0
Equipment Rental	0	2,662,149	2,627,278	34,871
Subtotal Other Operating Funds	\$1,103,947	\$68,544,734 \$68,544,834	\$69,590,056 \$69,590,156	\$58,625
Total Operating Budget	\$10,155,726 \$10,192,726	\$175,638,232 \$175,638,332	\$185,735,333 \$185,772,433	\$58,625

Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$352	\$587,352	\$587,704	0
Lodging Tax Fund	328,287	695,575	1,023,862	0
Parking Business Improvement Area	0	109,450	102,450	7,000
Farmers Market Repair and Replacement Fund	0	0	0	0
Hands On Children's Museum	101,236	543,634	644,870	0
Home Fund Operating Fund	972,247	2,710,923	3,683,170	0
Fire Equipment Replacement Fund	1,807,471	200,000	2,007,471	0
Equipment Rental Replacement	206,261	2,981,739	3,188,000	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	154,690	2,675,261	2,829,951	0
Workers Compensation Fund	205,023	1,447,875	1,652,898	0
	305,023		1,752,898	
Total Special Funds Budget	\$3,775,567	\$12,064,309	\$15,805,376	\$34,500
	\$3,875,567		\$15,905,376	

Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$6,765,575	\$0	\$6,765,575	\$0
SEPA Mitigation Fee Fund	282,612	0	282,612	0
Parks & Recreational Sidewalk, Utility Tax Fund	0	2,636,230	1,779,570	856,660
Real Estate Excise Tax Fund	2,112,946	1,818,510	3,931,456	0
Capital Improvement Fund	4,450,441	21,252,415	25,702,856	0
Olympia Home Fund Capital Fund	450,000	5,945,297	6,395,297	0
Water CIP Fund	555,607	10,634,892	11,190,499	0
Sewer CIP Fund	6,453,286	6,114,000	12,567,286	0
Waste ReSources CIP Fund	0	368,000	368,000	0
Storm Water CIP Fund	2,687,508	1,911,786	4,599,294	0
Storm Drainage Mitigation Fund	0	0	0	0
Total Capital Budget	\$23,757,975	\$50,681,130	\$73,582,445	\$856,660

Total City Budget	\$37,689,268	\$238,383,671	\$275,123,154	\$949,785
	\$37,826,268	\$238,383,771	\$275,260,254	

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.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing to Consider a Substantial Amendment to the Program Year 2021 Community Development Block Grant Annual Action Plan

Agenda Date: 3/29/2022
Agenda Item Number: 5.A
File Number:22-0281

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing to Consider a Substantial Amendment to the Program Year 2021 Community Development Block Grant Annual Action Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Hold public hearing for a proposal to amend the Program Year (PY) 2021 Community Development Block Grant (CDBG) Annual Action Plan to reallocate existing CDBG CV funds and prior program year entitlement funds.

Report

Issue:

Whether to hold a public hearing to consider an amendment to the CDBG PY2021 Annual Action Plan.

Staff Contact:

Darian Lightfoot, Housing Programs Manager, 360.280.8951
Anastasia Everett, CDBG Program Specialist, 360.280.6197

Presenter(s):

Darian Lightfoot, Housing Programs Manager, 360.280.8951

Background and Analysis:

The CDBG program has a public service activities allocation cap in written into the grant's regulations. Public service activities can only account for 15% of the total grant entitlement per program year. The City's 2020 Consolidated Annual Performance and Evaluation Report (CAPER) showed the City's 2020 allocations surpassed the 2020 public service allocation cap. The City is repaying \$93,736.25 of entitlement funds to the Department of Housing and Urban Development

(HUD) and re-funding those activities with Community Development Block Grant CARES (CDBG-CV) funds.

CDBG-CV funds do not have the 15% public service cap, as these funds are meant to prepare for, prevent, or respond to COVID-19. By repaying the entitlement funds to HUD and repaying the activities with CDBG-CV funds, the City will be in compliance for the 2020 CAPER. A Substantial Amendment is being proposed to award the below activities funds in order to meet the national objective and support residents in Olympia.

Activity 1

The following PY2019 activities that were created to respond to COVID-19 will be paid back and repaid with CV funds: Meals on Wheels, Thurston County Food Bank, Homeless Coordinator, totaling \$93,736.25. This amount will then be awarded to Olympia Community Solar.

Olympia Community Solar is seeking funds to install a 95.5 kW rooftop solar energy system on seven Olympia single family low-income rental homes. The systems, engineered and installed by South Sound Solar, include SilFab modules, SolarEdge inverters and monitoring.

The estimated total cost of the project is \$250,301.70. The CDBG funding awarded to this project is the \$93,736.25 of returned prior program year (PY 2016, 2017, 2018) funds as well as an additional \$92,752.35 of unspent prior program year funds (PY 2015, 2017, 2018) for a total of \$186,488.60. The installation is set to begin in early spring 2023. The remaining balance will be paid with CDBG PY 2022 entitlement funds.

Homes First has a mission to create and maintain healthy, safe, and affordable rental housing for low and extremely-low-income individuals and families. Homes First has served over 5,000 people since their founding in 1990. They own and/or manage 46 properties, annually providing over 275 tenants with respect, dignity, and support to ensure that they have every opportunity to be successful.

Activity 2

CDBG funds will be awarded to Catholic Community Services to rehabilitate their facility at Drexel House. \$90,000 of combined unallocated prior program year PY 2020 CDBG funds and Program Income will be used to replace the flooring in the Drexel House in both the permanent supportive housing facility as well as the emergency shelter.

The Drexel House campus provides a continuum of housing care in a safe environment that fosters respect and dignity, with an emergency shelter for 16 men and 86 units of permanent supportive housing for men and women coming out of homelessness. Drexel House serves homeless men and women who are first screened through SideWalk's coordinated entry and are rated as the most vulnerable members in Thurston County. Case management, referrals, transportation and supportive services are provided on-site.

Next Steps

The 30 public comment period will remain open until April 11, 2022 at 12:00 p.m. The CDBG PY 2021 amendments will return to the City Council for consideration at their April 19, 2022 business meeting.

Neighborhood/Community Interests (if known):

Community Development Block Grant funds can be spent to meet the needs of low to moderate income individuals throughout the community.

Options:

1. Hold the public hearing.
2. Do not hold the public hearing.
3. Hold the public hearing at another time.

Financial Impact:

There are \$276,488.60 available in PY15, PY16, PY17, PY18, and PY20 for reallocation. If \$2,996.94 of these funds are not drawn down by the end of the program year, they are subject to being returned to the Department of Housing and Urban Development. Reprogramming the remaining balance will help the program in meeting the timeless test, requiring timely award spend down. Repaying \$93,736.25 towards CV eligible activities will realign the program in meeting the required public service cap. The budget can be found in the attached Draft PY21 Substantial Amendment.

Attachments:

Draft Program Year 2021 Substantial Amendment

PROPOSED SUBSTANTIAL AMENDMENT – OLYMPIA CDBG PROGRAM YEAR 2021

Overview: Staff recommend a *Substantial Amendment* to the current Program Year 2021 (9/1/21 – 8/31/22) CDBG Annual Action Plan to **reallocate CDBG-CV funding and prior program year entitlement funds**. A total of \$93,736.25 is being repaid to HUD. The following PY 2019 activities that were created to respond to COVID-19 will be paid back and repaid with CV-1 funds: Meals on Wheels, Thurston County Food Bank, Homeless Coordinator.

Project: Rental Rehabilitation: Community Development Block Grant funds will be awarded to Olympia Community Solar to install a 95.5 kW rooftop solar energy system on seven Olympia single family low-income rental homes. The systems, engineered and installed by South Sound Solar, include SilFab modules, SolarEdge inverters and monitoring.

The estimated total cost of the project is \$250,301.70. The CDBG funding going to this project is the \$93,736.25 of returned prior program year (PY 2016, 2017, 2018) funds as well as an additional \$92,752.35 of unspent prior program year funds (PY 2015, 2017, 2018) for a total of \$186,488.60. The installation is set to begin in early spring 2023. The remaining balance will be paid with CDBG PY22 entitlement funds.

Homes First has a mission to create and maintain healthy, safe, and affordable rental housing for low and extremely-low-income individuals and families. Homes First has served over 5,000 people since their founding in 1990. They own and/or manage 46 properties, annually providing over 275 tenants with respect, dignity, and support to ensure that they have every opportunity to be successful.

Project: Homeless Facilities Rehabilitation (not operating costs) Community Development Block Grant funds will be awarded to Catholic Community Services to rehabilitate their facility at Drexel House. \$90,000 of combined unspent prior program year PY 2020 CDBG funds and Program Income will be used to replace the flooring in the Drexel House in both the permanent supportive housing facility as well as the emergency shelter.

The Drexel House campus provides a continuum of housing care in a safe environment that fosters respect and dignity, with an emergency shelter for 16 men and 86 units of permanent supportive housing for men and women coming out of homelessness. Drexel House serves homeless men and women who are first screened through SideWalk's coordinated entry and are rated as the most vulnerable members in Thurston County. Case management, referrals, transportation and supportive services are provided on-site.

Proposed Substantial Amendment: This proposed Substantial Amendment must go through our "**CDBG Citizen Participation Plan**" with 30 days for public comment. This public process can run concurrent to the Program Year 2021 Annual Action Plan public process. This meets the definition of a Significant Amendment to the Annual Action Plan because of the following:

- A change in allocation priorities, which is considered a change of federal funds awarded to a project of greater than 30 percent or \$30,000, whichever is greater;
- A major change in the scope of an activity;
- The addition or deletion of a specific activity;
- A change in the beneficiaries of an activities; or

CDBG Eligibility: Rental Rehabilitation is eligible for CDBG funding and meets the national objective of Low-Moderate Housing Activity:

Energy Efficiency Improvements: Housing rehabilitation with the sole purpose of improving energy efficiency (e.g. weatherization, solar, etc) **HUD Code 14F**

CDBG Eligibility: Homeless Facilities Rehabilitation is eligible for CDBG funding and meets the national objective of Low-Moderate Limited Clientele Activity:

Homeless Facilities (not operating costs): Acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disaster victims, runaway children, drug offenders, and parolees. **HUD Code 03C**

DRAFT AMENDMENT OF PROGRAM YEAR 2021 CDBG ANNUAL ACTION PLAN

Highlighted in yellow is the proposed amendment to the Olympia PY 2021 Plan, to be funded by re-allocated funds from prior CDBG years:

Recipient	Project	HUD Goal(s)	HUD Objectives	Proposed Funding
Olympia Community Solar	Housing	Rental Rehabilitation	LMH – Low/Moderate Housing	\$186,488.60 (PY 2015, 2016, 2017, 2018 reallocation)
Catholic Community Services	Housing	Homeless Facilities Rehabilitation	LMC – Low/Moderate Limited Clientele	\$90,000 (PY 2020 reallocation and Program Income)
Rebuilding Together South Sound	Housing	Rental Rehabilitation	LMH – Low/Moderate Housing	\$100,000
Northwest Coop Development Center	Business Training and Technical Assistance	Economic Development	LMJ – Low/Moderate Jobs	\$50,000
Housing Authority Thurston County	Housing	Rental Rehabilitation	LMH – Low/Moderate Housing	\$50,000
Homes First	Housing	Housing Administration	LMH – Low/Moderate Housing	\$50,000
City of Olympia	Olympia Downtown Ambassadors	Public Services	LMC – Low/Moderate Income – Limited Clientele	\$50,000
City of Olympia	Program Administration	N/A	N/A	\$91,548
		PY 2021	ALLOCATIONS	\$668,036.60

PUBLIC COMMENT

The 30-Day public comment period runs from **March 10, 2022 – 12:00pm, April 11, 2022**, offering the following options:

- **Written comments:** Olympia City Council, 601 4th Ave E, Olympia, WA 98501 ATTN: CDBG
- **Emails:** cdbg@ci.olympia.wa.us,
- **Phone calls:** 360.233.6197
- **Public hearing:** March 29th, 2022 at 7:00 p.m. at City Council via Zoom
- **Council Approval:** April 19th, 2022 at 7:00 p.m. at City Council via Zoom

For more information:

Anastasia Everett Community Development Block Grant Program Specialist
aeverett@ci.olympia.wa.us | 360.233.6197



DRAFT



City Council

Timberland Regional Library Update

Agenda Date: 3/29/2022
Agenda Item Number: 6.A
File Number:22-0308

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

Title

Timberland Regional Library Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Briefing only; no action requested.

Report

Issue:

Whether to receive an update regarding the operations of the Timberland Regional Library.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Cheryl Heywood, Executive Director, Timberland Regional Library

Background and Analysis:

Timberland Regional Library Executive Director Cheryl Heywood will give an update on library operations.

Attachments:

None



City Council

2022 Legislative Session Wrap Up

Agenda Date: 3/29/2022
Agenda Item Number: 6.B
File Number:22-0307

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

Title

2022 Legislative Session Wrap Up

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the 2022 Legislative Session. Briefing and Discussion; No Action Requested.

Report

Issue:

Whether to be briefed and hold a discussion on the 2022 Legislative Session.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Susan Grisham, Assistant to the City Manager
Debora Munguia, Capitol Consulting

Background and Analysis:

Our contract lobbyist, Debora Munguia from Capitol Consulting will provide an overview of the 2021 Legislative Session. They will discuss legislation that helped advance City of Olympia Priorities (Attached), or are of interest to cities statewide, answer questions, and discuss areas of interest for the 2022 Session. A 2022 Legislative End of Session Summary is attached.

Neighborhood/Community Interests (if known):

There were multiple bills throughout session that are of interest to Olympia community members.

Options:

Briefing and Discussion. No Action Requested.

Financial Impact:

\$36,000 in funding for Capitol Consulting was included in the 2022 budget.

Attachments:

Olympia 2022 Legislative Priorities

Olympia 2022 End of Session Summary

Olympia's 2022 Legislative Agenda

Olympia

Investing in the Capital City

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

Olympia City Council

Cheryl Selby, Mayor
Jim Cooper
Clark Gilman
Yến Huỳnh
Dani Madrone
Lisa Parshley
Dontae Payne



Contact City Council

Susan Grisham, Legislative Liaison
360.753.8244
citycouncil@ci.olympia.wa.us

Administration

Jay Burney, City Manager
Keith Stahley, Assistant City Manager
Debbie Sullivan, Assistant City Manager

Direct State Investments to Address Chronic Homelessness, Affordable Housing, Mental Health and Chemical Dependency

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

The City of Olympia supports:

- Further State leadership to expand mental health and chemical dependency resources.
- Financial support for emergency and permanent supportive housing from the \$1.9 Trillion American Rescue Plan Act (ARPA) Dollars.
- The use of State property for the homeless and the State to manage encampments on their properties without the use of local jurisdiction resources.
- An amendment to the Residential Landlord-Tenant Act, specifically section RCW 59.18.040(1) exempting facilities established and operated by religious organizations and government entities.
- State leadership and support for renter/tenant protections, including rent stabilization.
- Development of strategies to address income disparity.

OTHER PRIORITIES IMPORTANT TO OLYMPIA

Clarifications to Police Reform Bills Passed in 2020

- E2SHB 1310 (Use of Force Regulations)
 - Clarify physical force to include additional circumstances related to behavioral health interventions; child protective custody; court orders; criminal investigations and assisting partners in securing a scene for safe response.
 - Clarify language related to exhausting de-escalation tactics.
- ESHB 1054 (Tactics and Equipment)
 - Modify restrictions on "firearms and ammunition of .50 caliber or greater" replacing it with "rifles of .50 caliber or greater."
 - Modify restrictions on vehicular pursuits expanding authority to engage in pursuits in certain circumstances and modifying supervisory control for pursuits in small jurisdictions.

Legislation that Reduces Gun Violence

- State leadership is needed to put safeguards in place to prevent gun violence in public spaces.

Further Legislative Action Related to Climate Change

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

Solid Waste Reduction

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

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

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

\$5 Million to Close Funding Gap for Fones Road Improvements

- This \$16M project reconstructs a key corridor with a wide mix of uses; addresses failing pavement conditions; significantly improves pedestrian & cyclist safety; addresses traffic congestion and freight mobility needs.

\$ 6 M for Design and Right-of-Way Acquisition for New US 101 Interchange Ramps in West Olympia

- The Cooper Point Road/Black Lake Boulevard intersection is failing.
- Addressing congestion in this critical area requires more access from US 101 to West Olympia.

Changes to the Property Tax Levy Lid Lift

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

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

City Staff Contacts

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Human Resources Director

Linnaea Jablonski 360.753.8309
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Parks, Arts & Recreation Director

Paul Simmons 360.753.8462
psimmons@ci.olympia.wa.us

Interim Police Chief

Rich Allen 360.753.8255
rallen@ci.olympia.wa.us

Public Works Director

Rich Hoey 360.753.8495
rhoey@ci.olympia.wa.us

Parking Services

360.753.8017
parkingservices@ci.olympia.wa.us

December 2021



2022 Legislative Session City of Olympia March 12, 2022

Week 9 Sine Die

The 2022 Legislature adjourned Sine Die on March 10, around 11:30 pm.

It was an historic session, especially considering it was a 'short' 60-day supplemental budget session.

With healthy revenue forecasts, and an infusion of federal dollars, the Legislature passed an operating budget of over \$64 billion in state funds (an increase of about \$5 billion from last session), a \$1.5 billion capital construction budget, and a \$17 billion new transportation package. All three budgets prioritize support for communities that have historically been underserved.

The Legislature focused operating and capital dollars on COVID recovery, investments in affordable housing and homelessness, education, behavioral health, salmon recovery, climate change and other key policies.

The transportation package includes investments in hybrid-electric ferries, zero emission buses, electric vehicle infrastructure and projects to improve safety for bicyclists and pedestrians.

Key policy bills that passed include delaying the implementation of the Long-Term Care Act by 18 months (HB 1732); passing bills to fix issues with the police accountability laws passed last session (HB 1719, HB 1735, and HB 2037); and gun control legislation (HB 1630, HB 1705, and SB 5078).

Some of the key policy bills that did not pass include a proposal to eliminate single-family zoning (HB 1782), the Voting Rights Act (SB 5597), prejudgment interest (SB 5155), a bill to change last year's law on vehicular pursuits (SB 5919), and a three-day local sales tax holiday (HB 2018).

The Governor has 20 days to sign bills delivered to him that have not yet been signed. Please let me know if you have any questions.

Specific Issue Update

BUDGET

US 101 I/C

The Legislature approved \$6 million in the new 16-year Move Ahead Transportation Package for the US 101 Interchange West Olympia project. During the interim the WA State Department of Transportation will be building out the biennial spending lists for each project. **It is very important to begin working immediately with local WSDOT managers on timing of funding for the project.** WSDOT will provide the Legislature with the recommended timing of appropriations for the 16-year timeframe for all of the projects included, and the Legislature will approve those schedules next session.

ENVIRONMENT

Methane Emissions

[HB 1663](#) establishes certain requirements related to methane emissions from municipal solid waste landfills. The provisions of the bill apply to all municipal solid waste landfills that received solid waste after January 1, 1992, but do not apply to landfills that receive only inert waste or non-decomposable wastes, or landfills that receive only hazardous waste or regulated under the 42 U.S.C. chapter 103. Ecology will adopt rules to implement. The bill has been delivered to the Governor for signature.

Organic Materials Management

[HB 1799](#) requires local governments' solid waste plans to manage organic materials consistent with state goals and to provide source-separated organic materials collection services. The House concurred in Senate amendments and the bill has been delivered to the Governor.

Power Equipment Emissions

[HB 1918](#) relates to reducing gas-powered outdoor power equipment. The bill was amended in the House Finance Committee so that it now exempts small engine zero-emission outdoor power equipment from state and local sales and use taxes through 2032. The Senate Ways & Means Committee did not move the bill out of committee, and it died.

[SB 5722](#) requires the Department of Commerce to adopt state energy management and benchmarking requirements for buildings between 20,000 and 50,000 square feet and to multifamily residential buildings larger than 50,000 square feet (tier 2) by December 1, 2023. It also requires Commerce to evaluate benchmarking data to determine energy use and greenhouse gas emissions averages by building type by July 1, 2029 and to adopt rules for performance standards for tier 2 buildings by December 31, 2030. The Senate concurred in the House amendments and the bill has been delivered to the Governor.

HOUSING

Supportive Housing

[HB 1866](#) establishes the Apple Health and Homes Program to provide a permanent supportive housing benefit and a community support services benefit to persons who meet eligibility criteria related to income, medical risk factors and barriers to finding stable housing. The program will operate to assure

2022 Legislative Session

March 12, 2022

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seamless integration of community support services, stable housing, and health care services through the collaboration of the Department of Commerce, HCA, DSHS, local governments, coordinating entities, community support services providers, local housing providers, local health care entities, and community-based organizations. The bill has been delivered to the Governor.

Limiting Appeals

[SB 5818](#) promotes housing construction in cities through amendments to and limiting appeals. Any non-project action taken by a fully planning city to implement certain optional planning actions to increase residential building capacity is made permanently exempt from administrative and judicial appeal under SEPA. The Senate concurred in the House amendments and the bill has been delivered to the Governor.

LAND USE

GMA

[HB 1099](#), as originally written, would have added a new goal to the GMA for climate change. The Senate Ways & Means Committee amended the bill and removed nearly all mention of climate change from the bill, added “extreme weather events” or “changing conditions” in its place. The bill adds a goal of environmental resiliency to the listed goals of the GMA, adds an environmental resiliency element to the list of elements that must be included in a comp plan, requires the environmental resiliency element of the comp plan to address the environmental related problems specific to a jurisdiction, requires Commerce to adopt guidance that creates a model environmental resiliency element, requires Ecology to update its Shoreline Master Program guidelines to require SMP to address the impact of sea level rise and increased storm severity, and adds consideration of changing conditions impacts to the list of elements that must be contained in optional comprehensive flood control management plans. The House did not concur on the Senate amendments on March 7 and the House and Senate appointed conferees. The Senate approved the conference committee report on March 10, but time ran out in the House and the bill did not pass before Sine Die and it is dead.

[SB 5593](#) allows a county to revise a UGA if, during its regularly scheduled review, it determines that patterns of development have created pressure in areas that exceed the available and developable lands within the UGA. The county may revise the UGA to accommodate identified patterns of development and future development pressure for the succeeding 20-year period while meeting certain requirements. I believe this bill passed in large measure due to the efforts of the City of Cheney to illustrate to legislators and stakeholders the need for this bill. The bill passed both the House and Senate unanimously and was delivered to the Governor on March 9.

LAW ENFORCEMENT/CRIMINAL JUSTICE & COURTS

Gun Control

[HB 1630](#) prohibits the open carry of firearms and other weapons while in a local government building, or any location of a public meeting or hearing of the governing body of a local government during the meeting or hearing; in areas of facilities while being used for official meetings of a school district board of directors; and in election-related offices and facilities. Violations would be a gross misdemeanor. The House concurred in the Senate amendments and the bill has been delivered to the Governor.

Legal Financial Obligations

2022 Legislative Session

March 12, 2022

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[HB 1412](#) allows a court to not impose or waive full or partial restitution and accrued interest owed to any insurer or state agency if the offender does not have the current or likely future ability to pay. The bill was amended by the Senate and excepts restitution owed to the Department of Labor and Industries for the Crime Victims Compensation Program from being waived or reduced by a court. The House concurred in the Senate amendments and the bill has been delivered to the Governor.

Police Reform

[SB 5919](#) was amended by the House on March 4. The House amended the bill to restore current language providing that a vehicular pursuit must be necessary for the purpose of identifying or apprehending the person, and modifies the threat threshold for a vehicular pursuit. It prohibits a vehicular pursuit unless the person in the vehicle poses a serious risk harm to others (rather than a threat of serious injury or death to another person as provided in the striking amendment, or an imminent threat to the safety of others as provided in current law). The bill moved out of the House with a vote of 86-12 and went back to the Senate for concurrence or dispute, but the Senate took no action and the bill is dead.

OPEN PUBLIC MEETINGS ACT

Public Meetings

[HB 1329](#) relates to local government requirements for open meetings. The Senate Committee on State Government & Elections amended the bill and incorporated the elements of [HB 1056](#) (AWC and WSAC priority legislation) into the bill. The bill has been delivered to the Governor.

Bill Detail

Lobbying

Bill #	Title	Status	Sponsor	Position
HB 1280	Concerning greenhouse gas emissions reductions in the design of public facilities.	Del to Gov	Ramel	Support
ESHB 1630	Establishing restrictions on the possession of weapons in certain locations.	Del to Gov	Senn	Support
HB 1719	Concerning use and acquisition of military equipment by law enforcement agencies.	C 3 L 22	Bronoske	Support
SHB 1724	Ensuring oversight and coordination of permanent supportive housing resources to maximize the creation of high quality housing opportunities for people living with disabling conditions in communities across Washington.	Del to Gov	Macri	Support
SHB 1735	Modifying the standard for use of force by peace officers.	C 4 L 22	Johnson	Support
2SHB 1814	Expanding equitable access to the benefits of renewable energy through community solar projects.	Del to Gov	Shewmake	Support
ESHB 1866	Assisting persons receiving community support services through medical assistance programs to receive supportive housing.	Del to Gov	Chopp	Support
SHB 2001	Expanding the ability to build tiny houses.	Del to Gov	McCaslin	Support
SSB 5722 (HB 1774)	Reducing greenhouse gas emissions in buildings.	Del to Gov	Nguyen	Support
E2SSB 5796	Restructuring cannabis revenue appropriations.	Del to Gov	Saldaña	Support

SSB 5818	Promoting housing construction in cities through amendments to and limiting appeals under the state environmental policy act and growth management act.	Del to Gov	Salomon	Support
SB 5895	Concerning timing restrictions for remedial action grants to local government.	Del to Gov	Frockett	Support
SSB 5975 (SHB 2118)	Concerning additive transportation funding and appropriations.	Del to Gov	Liias	Support

Broadband/Telecommunications

Bill #	Title	Status	Sponsor	Position
ESHB 1673 (SSB 5580)	Concerning broadband infrastructure loans and grants made by the public works board.	Del to Gov	Ryu	
E2SHB 1723	Closing the digital equity divide by increasing the accessibility and affordability of telecommunications services, devices, and training.	Del to Gov	Gregerson	
SB 5715	Modifying the definition of broadband or broadband service.	Del to Gov	Wellman	

Criminal Justice/Courts/Law Enforcement

Bill #	Title	Status	Sponsor	Position
ESHB 1630	Establishing restrictions on the possession of weapons in certain locations.	Del to Gov	Senn	Support
ESHB 1705	Concerning ghost guns.	Del to Gov	Berry	
HB 1719	Concerning use and acquisition of military equipment by law enforcement agencies.	C 3 L 22	Bronoske	Support
SHB 1735	Modifying the standard for use of force by peace officers.	C 4 L 22	Johnson	Support
ESHB 2037	Modifying the standard for use of force by peace officers.	Del to Gov	Goodman	
ESSB 5078 (HB 1164)	Addressing firearm safety measures to increase public safety. (REVISED FOR ENGROSSED: Establishing firearms-related safety measures to increase public safety by prohibiting the manufacture, importation, distribution, selling, and offering for sale of large capacity magazines, and by providing limited exemptions applicable to licensed firearms manufacturers and dealers for purposes of sale to armed forces branches and law enforcement agencies for purposes of sale or transfer outside the state.)	Del to Gov	Liias	

Elections

Bill #	Title	Status	Sponsor	Position
ESHB 1716	Concerning locations at which ballots may be cast.	Del to Gov	Valdez	
HB 1832	Concerning code city form of government elections and city manager appointment.	Del to Gov	Springer	

Environment

Bill #	Title	Status	Sponsor	Position
HB 1280	Concerning greenhouse gas emissions reductions in the design of public facilities.	Del to Gov	Ramel	Support
E2SHB 1663	Reducing methane emissions from landfills.	Del to Gov	Duerr	
E2SHB 1799 (SB 5731)	Concerning organic materials management.	Del to Gov	Fitzgibbon	Neutral
E2SHB 1812	Modernizing the energy facility site evaluation council to meet the state's clean energy goals.	Del to Gov	Fitzgibbon	
2SHB 1814	Expanding equitable access to the benefits of renewable energy through community solar projects.	Del to Gov	Shewmake	Support
2SSB 5619 (SHB 1661)	Conserving and restoring kelp forests and eelgrass meadows in Washington state.	Del to Gov	Lovelett	
SSB 5722 (HB 1774)	Reducing greenhouse gas emissions in buildings.	Del to Gov	Nguyen	Support

Fiscal/Budget

Bill #	Title	Status	Sponsor	Position
HB 1647 (SB 5530)	Concerning the building for the arts program.	Del to Gov	Tharinger	
SB 5585	Setting domestic wastewater discharge fees.	Del to Gov	Rolfes	
SSB 5651 (SHB 1781)	Concerning the capital budget.	Del to Gov	Frockt	
ESSB 5693 (SHB 1816)	Making 2021-2023 fiscal biennium supplemental operating appropriations.	Del to Gov	Rolfes	
E2SSB 5796	Restructuring cannabis revenue appropriations.	Del to Gov	Saldaña	Support

General Land Use/GMA

Bill #	Title	Status	Sponsor	Position
E2SHB 1241	Planning under the growth management act.	Del to Gov	Duerr	Neutral
SHB 1717	Concerning tribal participation in planning under the growth management act.	Del to Gov	Pollet	
ESHB 1753	Concerning tribal consultation regarding the use of certain funding authorized by the climate commitment act.	Del to Gov	Lekanoff	
SB 5042	Concerning the effective date of certain actions taken under the growth management act.	Del to Gov	Salomon	
2ESSB 5275	Enhancing opportunity in limited areas of more intense rural development.	Del to Gov	Short	
ESSB 5593	Concerning urban growth area boundaries.	Del to Gov	Short	

General Local Govt/Economic Development

Bill #	Title	Status	Sponsor	Position
ESHB 1329	Concerning public meeting accessibility and participation.	Del to Gov	Wicks	Support
E4SHB 1412	Concerning legal financial obligations.	Del to Gov	Simmons	
SHB 1703 (SB 5571)	Modernizing the statewide 911 emergency communications system.	Del to Gov	Orwall	

HB 1769	Concerning community municipal corporations.	Del to Gov	Duerr	
SB 5617	Concerning population criteria for designation of local downtown and neighborhood commercial district revitalization and official local main street programs.	Del to Gov	Cleveland	
2SSB 5793	Allowing compensation for lived experience on boards, commissions, councils, committees, and other similar groups.	Del to Gov	Wilson	
SB 5895	Concerning timing restrictions for remedial action grants to local government.	Del to Gov	Frockt	Support
ESB 5901	Concerning economic development tax incentives for targeted counties.	Del to Gov	Randall	Neutral

Housing Affordability and Stability/Homelessness/Behavioral Health

Bill #	Title	Status	Sponsor	Position
SHB 1593	Expanding the landlord mitigation program to alleviate the financial burden on victims attempting to flee domestic violence, sexual assault, unlawful harassment, or stalking.	Del to Gov	Leavitt	
ESHB 1643 (SSB 5642)	Exempting a sale or transfer of real property for affordable housing to a nonprofit entity, housing authority, public corporation, county, or municipal corporation from the real estate excise tax.	Del to Gov	Hackney	
SHB 1724	Ensuring oversight and coordination of permanent supportive housing resources to maximize the creation of high quality housing opportunities for people living with disabling conditions in communities across Washington.	Del to Gov	Macri	Support
ESHB 1866	Assisting persons receiving community support services through medical assistance programs to receive supportive housing.	Del to Gov	Chopp	Support
SHB 2001	Expanding the ability to build tiny houses.	Del to Gov	McCaslin	Support
HB 2061	Adding permanently affordable housing to the definition of public improvements.	Del to Gov	Ormsby	Support
SSB 5644	Concerning providing quality behavioral health co-response services	Del to Gov	Wagoner	
E2SSB 5755	Authorizing certain cities to establish a limited sales and use tax incentive program to encourage redevelopment of underdeveloped lands in urban areas.	Del to Gov	Trudeau	
SSB 5818	Promoting housing construction in cities through amendments to and limiting appeals under the state environmental policy act and growth management act.	Del to Gov	Salomon	Support

Transportation/Infrastructure

Bill #	Title	Status	Sponsor	Position
2SSB 5085	Modifying the alternative fuel vehicle fee for electric motorcycles.	Del to Gov	Rolfes	
SSB 5528 (HB 2062)	Concerning the imposition of supplemental revenue sources within a regional transit authority area.	Del to Gov	Pedersen	
SB 5687	Addressing certain traffic safety improvements.	Del to Gov	Wilson	

ESSB 5689 (SHB 1786)	Making supplemental transportation appropriations for the 2021-2023 fiscal biennium.	Del to Gov	Liias	
ESSB 5974 (SHB 2119)	Addressing transportation resources.	Del to Gov	Liias	
SSB 5975 (SHB 2118)	Concerning additive transportation funding and appropriations.	Del to Gov	Liias	Support

Detailed Summary

Lobbying

Bill Details

Status

Sponsor

Position

Greenhouse gas/facilities Del to Gov Ramel Support
 Concerning greenhouse gas emissions reductions in the design of public facilities.

[HB 1280](#)

Sponsors: Ramel (Prime), Bateman, Berry, Duerr, Fitzgibbon, Frame, Goodman, Hackney, Harris-Talley, Macri, Peterson, Pollet

Weapons/certain meetings Del to Gov Senn Support
 Establishing restrictions on the possession of weapons in certain locations.

[ESHB 1630](#)

Sponsors: Senn (Prime), Bateman, Berg, Bergquist, Berry, Callan, Cody, Davis, Fitzgibbon, Frame, Goodman, Hackney, Harris-Talley, Kloba, Macri, Peterson, Pollet, Ramel, Ramos, Ryu, Santos, Sells, Slatter, Taylor, Tharinger, Valdez, Walen, Wicks

Military equipment/law enf. C 3 L 22 Bronoske Support
 Concerning use and acquisition of military equipment by law enforcement agencies.

[HB 1719](#)

Sponsors: Bronoske (Prime), Bateman, Callan, Goodman, Johnson, Paul, Ramel, Ramos, Santos, Simmons, Wicks

Supportive housing resources Del to Gov Macri Support
 Ensuring oversight and coordination of permanent supportive housing resources to maximize the creation of high quality housing opportunities for people living with disabling conditions in communities across Washington.

[SHB 1724](#)

Sponsors: Macri (Prime), Bateman, Berry, Chopp, Davis, Goodman, Gregerson, Harris-Talley, Kloba, Morgan, Ormsby, Peterson, Pollet, Ryu, Santos, Simmons, Stonier, Taylor, Valdez, Wicks

Peace officers/use of force C 4 L 22 Johnson Support
 Modifying the standard for use of force by peace officers.

[SHB 1735](#)

Sponsors: Johnson (Prime), Bateman, Callan, Goodman, Macri, Orwall, Ramel, Ramos, Rule, Santos, Shewmake, Simmons, Stonier, Wicks, Wylie

<u>2SHB 1814</u>	Community solar projects	Del to Gov	Shewmake	Support
	Expanding equitable access to the benefits of renewable energy through community solar projects.			
	<i>Sponsors:</i> Shewmake (Prime), Bateman, Bergquist, Berry, Duerr, Fitzgibbon, Harris-Talley, Kloba, Macri, Paul, Pollet, Ramel			
<u>ESHB 1866</u>	Supportive housing	Del to Gov	Chopp	Support
	Assisting persons receiving community support services through medical assistance programs to receive supportive housing.			
	<i>Sponsors:</i> Chopp (Prime), Bateman, Cody, Davis, Fey, Frame, Goodman, Hackney, Harris-Talley, Leavitt, Macri, Ormsby, Ortiz-Self, Orwall, Peterson, Pollet, Ramel, Riccelli, Ryu, Santos, Simmons, Slatter, Stonier, Taylor, Valdez, Wicks, Wylie			
<u>SHB 2001</u>	Tiny houses/GMA	Del to Gov	McCaslin	Support
	Expanding the ability to build tiny houses.			
	<i>Sponsors:</i> McCaslin (Prime), Chase, Graham, Jacobsen, Sutherland			
<u>SSB 5722</u> <u>(HB 1774)</u>	Greenhouse gases/buildings	Del to Gov	Nguyen	Support
	Reducing greenhouse gas emissions in buildings.			
	<i>Sponsors:</i> Nguyen (Prime), Liias, Lovelett, Nobles, Pedersen, Saldaña, Stanford			
<u>E2SSB 5796</u>	Cannabis revenue	Del to Gov	Saldaña	Support
	Restructuring cannabis revenue appropriations.			
	<i>Sponsors:</i> Saldaña (Prime), Keiser, Liias, Stanford, Wilson			
<u>SSB 5818</u>	Housing/SEPA & GMA	Del to Gov	Salomon	Support
	Promoting housing construction in cities through amendments to and limiting appeals under the state environmental policy act and growth management act.			
	<i>Sponsors:</i> Salomon (Prime), Kuderer, Liias, Saldaña, Short			
<u>SB 5895</u>	Remedial action grants	Del to Gov	Frockt	Support
	Concerning timing restrictions for remedial action grants to local government.			
	<i>Sponsors:</i> Frockt (Prime), Mullet			
<u>SSB 5975</u> <u>(SHB 2118)</u>	Additive transp. funding	Del to Gov	Liias	Support
	Concerning additive transportation funding and appropriations.			
	<i>Sponsors:</i> Liias (Prime), Carlyle, Cleveland, Das, Dhingra, Hunt, Kuderer, Lovelett, Lovick, Mullet, Nguyen, Nobles, Randall, Rolfes, Salomon, Trudeau, Wellman, Wilson			

Broadband/Telecommunications

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
Public works board/broadband ESHB 1673 (SSB 5580)	Del to Gov	Ryu	
Concerning broadband infrastructure loans and grants made by the public works board. <i>Sponsors:</i> Ryu (Prime), Boehnke, Dolan, Donaghy, Eslick, Frame, Kloba, Leavitt, Ortiz-Self, Rule, Taylor, Wylie			
Telecommunications access E2SHB 1723	Del to Gov	Gregerson	
Closing the digital equity divide by increasing the accessibility and affordability of telecommunications services, devices, and training. <i>Sponsors:</i> Gregerson (Prime), Bergquist, Berry, Dolan, Frame, Goodman, Hackney, Harris-Talley, Johnson, Kloba, Macri, Ormsby, Ortiz-Self, Peterson, Pollet, Ramel, Riccelli, Ryu, Simmons, Slatter, Stonier, Taylor, Valdez, Wylie			
Definition of broadband SB 5715	Del to Gov	Wellman	
Modifying the definition of broadband or broadband service. <i>Sponsors:</i> Wellman (Prime), Randall, Sheldon, Wilson			

Criminal Justice/Courts/Law Enforcement

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>	
Weapons/certain meetings ESHB 1630	Del to Gov	Senn	Support	
Establishing restrictions on the possession of weapons in certain locations. <i>Sponsors:</i> Senn (Prime), Bateman, Berg, Bergquist, Berry, Callan, Cody, Davis, Fitzgibbon, Frame, Goodman, Hackney, Harris-Talley, Kloba, Macri, Peterson, Pollet, Ramel, Ramos, Ryu, Santos, Sells, Slatter, Taylor, Tharinger, Valdez, Walen, Wicks				
Untraceable guns ESHB 1705	Del to Gov	Berry		
Concerning ghost guns. <i>Sponsors:</i> Berry (Prime), Bateman, Berg, Bergquist, Callan, Davis, Duerr, Fitzgibbon, Frame, Hackney, Harris-Talley, Kloba, Macri, Peterson, Pollet, Ramel, Ramos, Ryu, Santos, Senn, Simmons, Slatter, Taylor, Tharinger, Valdez, Walen				
HB 1719	Military equipment/law enf.	C 3 L 22	Bronoske	Support

Concerning use and acquisition of military equipment by law enforcement agencies.

Sponsors: Bronoske (Prime), Bateman, Callan, Goodman, Johnson, Paul, Ramel, Ramos, Santos, Simmons, Wicks

<u>SHB 1735</u>	Peace officers/use of force	C 4 L 22	Johnson	Support
	Modifying the standard for use of force by peace officers.			
	<i>Sponsors:</i> Johnson (Prime), Bateman, Callan, Goodman, Macri, Orwall, Ramel, Ramos, Rule, Santos, Shewmake, Simmons, Stonier, Wicks, Wylie			

<u>ESHB 2037</u>	Peace officers/use of force	Del to Gov	Goodman	
	Modifying the standard for use of force by peace officers.			
	<i>Sponsors:</i> Goodman (Prime), Sutherland			

<u>ESSB 5078</u> (HB 1164)	Large capacity magazines	Del to Gov	Liias	
	Addressing firearm safety measures to increase public safety. (REVISED FOR ENGROSSED: Establishing firearms-related safety measures to increase public safety by prohibiting the manufacture, importation, distribution, selling, and offering for sale of large capacity magazines, and by providing limited exemptions applicable to licensed firearms manufacturers and dealers for purposes of sale to armed forces branches and law enforcement agencies for purposes of sale or transfer outside the state.)			
	<i>Sponsors:</i> Liias (Prime), Darneille, Hunt, Kuderer, Lovelett, Nguyen, Pedersen, Wilson			

Elections

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
<u>ESHB 1716</u>	Del to Gov	Valdez	
	Ballot casting locations		
	Concerning locations at which ballots may be cast.		
	<i>Sponsors:</i> Valdez (Prime), Dolan, Pollet		
<u>HB 1832</u>	Del to Gov	Springer	
	Code city form of government		
	Concerning code city form of government elections and city manager appointment.		
	<i>Sponsors:</i> Springer (Prime), Goehner, Vick, Walen		

Environment

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
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HB 1280	Greenhouse gas/facilities Concerning greenhouse gas emissions reductions in the design of public facilities.	Del to Gov	Ramel	Support
	<i>Sponsors:</i> Ramel (Prime), Bateman, Berry, Duerr, Fitzgibbon, Frame, Goodman, Hackney, Harris-Talley, Macri, Peterson, Pollet			
E2SHB 1663	Landfill methane emissions Reducing methane emissions from landfills.	Del to Gov	Duerr	
	<i>Sponsors:</i> Duerr (Prime), Berry, Fitzgibbon, Goodman, Gregerson, Hackney, Harris-Talley, Kloba, Leavitt, Macri, Peterson, Pollet, Ramel, Ryu, Slatter, Thai, Tharinger, Valdez, Walen			
E2SHB 1799 (SB 5731)	Organic materials management Concerning organic materials management.	Del to Gov	Fitzgibbon	Neutral
	<i>Sponsors:</i> Fitzgibbon (Prime), Berry, Duerr, Harris-Talley, Riccelli			
E2SHB 1812	Energy facility site council Modernizing the energy facility site evaluation council to meet the state's clean energy goals.	Del to Gov	Fitzgibbon	
	<i>Sponsors:</i> Fitzgibbon (Prime), Berry, Harris-Talley, Pollet, Valdez, Wylie			
2SHB 1814	Community solar projects Expanding equitable access to the benefits of renewable energy through community solar projects.	Del to Gov	Shewmake	Support
	<i>Sponsors:</i> Shewmake (Prime), Bateman, Bergquist, Berry, Duerr, Fitzgibbon, Harris-Talley, Kloba, Macri, Paul, Pollet, Ramel			
2SSB 5619 (SHB 1661)	Kelp & eelgrass conservation Conserving and restoring kelp forests and eelgrass meadows in Washington state.	Del to Gov	Lovelett	
	<i>Sponsors:</i> Lovelett (Prime), Conway, Das, Hasegawa, Nobles, Pedersen, Randall, Rolfes, Saldaña, Stanford, Van De Wege, Wilson			
SSB 5722 (HB 1774)	Greenhouse gases/buildings Reducing greenhouse gas emissions in buildings.	Del to Gov	Nguyen	Support
	<i>Sponsors:</i> Nguyen (Prime), Liias, Lovelett, Nobles, Pedersen, Saldaña, Stanford			

Fiscal/Budget

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
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<u>HB 1647</u> <u>(SB 5530)</u>	Building for the arts Concerning the building for the arts program. <i>Sponsors:</i> Tharinger (Prime), Berg, Callan, Duerr, Frame, Goodman, Leavitt, Simmons, Springer, Wylie	Del to Gov	Tharinger
<u>SB 5585</u>	Domestic wastewater fees Setting domestic wastewater discharge fees. <i>Sponsors:</i> Rolfes (Prime), Das	Del to Gov	Rolfes
<u>SSB 5651</u> <u>(SHB 1781)</u>	Capital budget, supplemental Concerning the capital budget. <i>Sponsors:</i> Frockt (Prime)	Del to Gov	Frockt
<u>ESSB 5693</u> <u>(SHB 1816)</u>	Operating budget, supp. Making 2021-2023 fiscal biennium supplemental operating appropriations. <i>Sponsors:</i> Rolfes (Prime), Nguyen, Wilson	Del to Gov	Rolfes
<u>E2SSB 5796</u>	Cannabis revenue Restructuring cannabis revenue appropriations. <i>Sponsors:</i> Saldaña (Prime), Keiser, Lias, Stanford, Wilson	Del to Gov	Saldaña Support

General Land Use/GMA

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
<u>E2SHB 1241</u> Growth management act plans Planning under the growth management act. <i>Sponsors:</i> Duerr (Prime), Bateman, Berg, Harris-Talley, Macri, Ortiz-Self, Pollet, Wicks	Del to Gov	Duerr	Neutral
<u>SHB 1717</u> GMA planning/tribes Concerning tribal participation in planning under the growth management act. <i>Sponsors:</i> Pollet (Prime), Bateman, Berg, Dolan, Duerr, Fey, Fitzgibbon, Goehner, Leavitt, Macri, Ramel, Robertson, Ryu, Shewmake, Simmons, Taylor, Valdez, Young	Del to Gov	Pollet	

ESHB 1753	Climate funding/tribes	Del to Gov	Lekanoff
	Concerning tribal consultation regarding the use of certain funding authorized by the climate commitment act.		
	<i>Sponsors:</i> Lekanoff (Prime), Bateman, Fitzgibbon, Ormsby, Ramel, Simmons, Sullivan, Valdez, Young		
SB 5042	GMA actions effective date	Del to Gov	Salomon
	Concerning the effective date of certain actions taken under the growth management act.		
	<i>Sponsors:</i> Salomon (Prime), Billig, Kuderer, Lias, Wilson		
2ESSB 5275	Intense rural dev. areas	Del to Gov	Short
	Enhancing opportunity in limited areas of more intense rural development.		
	<i>Sponsors:</i> Short (Prime), Das, Lovelett, Wellman, Wilson		
ESSB 5593	Urban growth area boundaries	Del to Gov	Short
	Concerning urban growth area boundaries.		
	<i>Sponsors:</i> Short (Prime), Gildon, Hasegawa, Lovelett, Mullet		

General Local Govt/Economic Development

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
ESHB 1329	Public meetings	Del to Gov	Wicks
	Concerning public meeting accessibility and participation.		
	<i>Sponsors:</i> Wicks (Prime), Bateman, Fey, Harris-Talley, Lekanoff, Lovick, Morgan, Peterson, Pollet, Ryu, Shewmake, Taylor, Wylie		
E4SHB 1412	Legal financial obligations	Del to Gov	Simmons
	Concerning legal financial obligations.		
	<i>Sponsors:</i> Simmons (Prime), Berry, Davis, Fitzgibbon, Goodman, Harris-Talley, Macri, Ormsby, Peterson, Pollet, Taylor, Valdez		
SHB 1703 (SB 5571)	911 emergency communications	Del to Gov	Orwall
	Modernizing the statewide 911 emergency communications system.		
	<i>Sponsors:</i> Orwall (Prime), Boehnke, Dolan, Frame, Goodman, Graham, Griffey, Harris-Talley, Leavitt, Paul, Ryu		

HB 1769	Community municipal corps	Del to Gov	Duerr	
	Concerning community municipal corporations.			
	<i>Sponsors:</i> Duerr (Prime), Fitzgibbon, Gregerson, Macri, Slatter, Springer, Walen			
SB 5617	Main street programs/pop.	Del to Gov	Cleveland	
	Concerning population criteria for designation of local downtown and neighborhood commercial district revitalization and official local main street programs.			
	<i>Sponsors:</i> Cleveland (Prime), Mullet, Wilson			
2SSB 5793	State boards, etc./stipends	Del to Gov	Wilson	
	Allowing compensation for lived experience on boards, commissions, councils, committees, and other similar groups.			
	<i>Sponsors:</i> Wilson (Prime), Das, Dhingra, Hasegawa, Lovelett, Nguyen, Nobles, Saldaña, Trudeau			
SB 5895	Remedial action grants	Del to Gov	Frockt	Support
	Concerning timing restrictions for remedial action grants to local government.			
	<i>Sponsors:</i> Frockt (Prime), Mullet			
ESB 5901	Economic dev. tax incentives	Del to Gov	Randall	Neutral
	Concerning economic development tax incentives for targeted counties.			
	<i>Sponsors:</i> Randall (Prime), Billig, Holy, Mullet, Nguyen, Saldaña			

Housing Affordability and Stability/Homelessness/Behavioral Health

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
SHB 1593	Del to Gov	Leavitt	
	Expanding the landlord mitigation program to alleviate the financial burden on victims attempting to flee domestic violence, sexual assault, unlawful harassment, or stalking.		
	<i>Sponsors:</i> Leavitt (Prime), Barkis, Bateman, Bergquist, Bronoske, Caldier, Chambers, Chopp, Davis, Dolan, Duerr, Eslick, Fey, Fitzgibbon, Frame, Gilday, Graham, Gregerson, Griffey, Hackney, Kloba, Macri, Ormsby, Peterson, Pollet, Ramel, Riccelli, Rule, Ryu, Santos, Shewmake, Simmons, Slatter, Taylor, Tharinger, Valdez, Wicks, Wylie, Young		
ESHB 1643 (SSB 5642)	Del to Gov	Hackney	
	Exempting a sale or transfer of real property for affordable housing to a nonprofit entity, housing authority, public corporation, county, or municipal corporation from the real estate excise tax.		

Sponsors: Hackney (Prime), Bateman, Bergquist, Callan, Chopp, Gilday, Kloba, Leavitt, Macri, Paul, Peterson, Ramos, Robertson, Ryu, Simmons, Stokesbary, Valdez, Walen

Supportive housing resources Del to Gov Macri Support
Ensuring oversight and coordination of permanent supportive housing resources to maximize the creation of high quality housing opportunities for people living with disabling conditions in communities across Washington.

[SHB 1724](#)

Sponsors: Macri (Prime), Bateman, Berry, Chopp, Davis, Goodman, Gregerson, Harris-Talley, Kloba, Morgan, Ormsby, Peterson, Pollet, Ryu, Santos, Simmons, Stonier, Taylor, Valdez, Wicks

Supportive housing Del to Gov Chopp Support
Assisting persons receiving community support services through medical assistance programs to receive supportive housing.

[ESHB 1866](#)

Sponsors: Chopp (Prime), Bateman, Cody, Davis, Fey, Frame, Goodman, Hackney, Harris-Talley, Leavitt, Macri, Ormsby, Ortiz-Self, Orwall, Peterson, Pollet, Ramel, Riccelli, Ryu, Santos, Simmons, Slatter, Stonier, Taylor, Valdez, Wicks, Wylie

Tiny houses/GMA Del to Gov McCaslin Support
Expanding the ability to build tiny houses.

[SHB 2001](#)

Sponsors: McCaslin (Prime), Chase, Graham, Jacobsen, Sutherland

Public improvements/housing Del to Gov Ormsby Support
Adding permanently affordable housing to the definition of public improvements.

[HB 2061](#)

Sponsors: Ormsby (Prime), Bergquist, Chopp, Harris-Talley, Lekanoff, Morgan, Pollet, Santos, Valdez

Behavioral health coresponse Del to Gov Wagoner
Concerning providing quality behavioral health co-response services

[SSB 5644](#)

Sponsors: Wagoner (Prime), Frockt

Underdev. land redevelopment Del to Gov Trudeau
Authorizing certain cities to establish a limited sales and use tax incentive program to encourage redevelopment of underdeveloped lands in urban areas.

[E2SSB 5755](#)

Sponsors: Trudeau (Prime), Billig, Nobles, Saldaña, Wellman

Housing/SEPA & GMA Del to Gov Salomon Support
Promoting housing construction in cities through amendments to and limiting appeals under the state environmental policy act and growth management act.

[SSB 5818](#)

Transportation/Infrastructure

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Position</u>
<u>2SSB 5085</u> Electric motorcycles/fees Modifying the alternative fuel vehicle fee for electric motorcycles. <i>Sponsors:</i> Rolfes (Prime), Lovelett	Del to Gov	Rolfes	
<u>SSB 5528</u> (HB 2062) RTA supplemental revenue Concerning the imposition of supplemental revenue sources within a regional transit authority area. <i>Sponsors:</i> Pedersen (Prime), Hawkins, Lias	Del to Gov	Pedersen	
<u>SB 5687</u> Traffic safety Addressing certain traffic safety improvements. <i>Sponsors:</i> Wilson (Prime), Billig, Das, Lias, Nguyen, Pedersen, Saldaña, Stanford	Del to Gov	Wilson	
<u>ESSB 5689</u> (SHB 1786) Transportation budget, supp. Making supplemental transportation appropriations for the 2021-2023 fiscal biennium. <i>Sponsors:</i> Lias (Prime), Nguyen, Nobles, Saldaña, Wilson	Del to Gov	Lias	
<u>ESSB 5974</u> (SHB 2119) Transportation resources Addressing transportation resources. <i>Sponsors:</i> Lias (Prime), Carlyle, Cleveland, Das, Dhingra, Hunt, Kuderer, Lovelett, Lovick, Mullet, Nguyen, Nobles, Saldaña, Salomon, Trudeau, Wellman, Wilson	Del to Gov	Lias	
<u>SSB 5975</u> (SHB 2118) Additive transp. funding Concerning additive transportation funding and appropriations. <i>Sponsors:</i> Lias (Prime), Carlyle, Cleveland, Das, Dhingra, Hunt, Kuderer, Lovelett, Lovick, Mullet, Nguyen, Nobles, Randall, Rolfes, Salomon, Trudeau, Wellman, Wilson	Del to Gov	Lias	Support