



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, August 16, 2022

7:00 PM

**Council Chambers, Online and
Via Phone**

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_QqKSbGR5TM-QwWWGrEF0hQ

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 [22-0774](#) Approval of the August 9, 2022 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [22-0733](#) Approval of Call for Artist in Residence

Attachments: [Call for Artist in Residence](#)

- 4.C** [22-0773](#) Approval of a Resolution Authorizing an Access Agreement with Catholic Community Services to Construct Facilities on Quince Stormwater Property

Attachments: [Resolution](#)
 [Agreement](#)
 [Site Map](#)
 [Facilities Plans](#)

- 4.D** [22-0722](#) Approval of a Resolution Authorizing an Agreement with Ice Rink Events for Installation, Operation and Removal of the Seasonal Ice Rink

Attachments: [Resolution](#)
 [Agreement](#)

- 4.E** [22-0758](#) Approval of a Resolution Authorizing an Amendment to the Intergovernmental EMS Contract with Thurston County Medic One for Basic Life Support Services

Attachments: [Resolution](#)
 [Amendment](#)
 [Agreement](#)

4. SECOND READINGS (Ordinances)

- 4.F** [22-0738](#) Approval of an Ordinance Amending the Rental Housing Code, OMC Chapter 5.82

Attachments: [Ordinance – Second Reading](#)
 [Ordinance – First Reading](#)
 [Optional Amendment Language](#)
 [Community Survey Findings](#)

4. FIRST READINGS (Ordinances)

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

Attachments: [Ordinance](#)

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A** [22-0734](#) Preliminary 2023-2028 Capital Facilities Plan Briefing

- 6.B** [22-0762](#) Approval of a Resolution Advising of the Intent to Allocate Funding of an Increase to Staff by One Full-time Equivalent Position to Support the City of

Olympia Cultural Access Program

Attachments: [Resolution](#)[Proposed Timeline](#)[Proposed 2022 budget](#)[Program Manager Position Description](#)

- 6.C** [22-0763](#) Approval of a Resolution Establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program

Attachments: [Resolution](#)[Proposed Timeline](#)

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 the August 9, 2022 City Council Meeting Minutes

Agenda Date: 8/16/2022
Agenda Item Number: 4.A
File Number:22-0774

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

Title

Approval of the August 9, 2022 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, August 9, 2022 7:00 PM Council Chambers, Online and Via Phone

Register to Virtually Attend:

https://us02web.zoom.us/webinar/register/WN_Z-gieJjMRk-WPmaOz32Gig

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Y  n Hu  nh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

1.A ANNOUNCEMENTS

Police Chief Rich Allen shared information regarding a firearm destruction program for community members who would like to safely dispose of firearms in their possession.

1.B APPROVAL OF AGENDA

Item 6.C was moved to the August 16 City Council meeting.

The agenda was approved as amended.

2. SPECIAL RECOGNITION

2.A [22-0749](#) Special Recognition - Proclamation Recognizing Overdose Awareness Day

Mayor Pro Tem Gilman read a proclamation recognizing Overdose Awareness Day. Thurston County Opioid Response Coordinator Katie Strozyk shared information regarding opioid overdose response training.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Jane Totten, Kathleen Chambers, David Hanig, Larry Dzieza, Sara Black, Bill Fierst, Taluana Reed, Christina Janis, Krys Brown, Robert Rothwell, Ryan Makinster, Skylar Dixon, Alysia Lyles, Cecelia Perez and Reed Ingalls.

4. CONSENT CALENDAR

- 4.A** [22-0706](#) Approval of the July 19, 2022 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [22-0745](#) Approval of a Resolution Authorizing an Amendment Number 1 to the Operating Agreement with the Washington Center for the Performing Arts

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.C** [22-0680](#) Approval of an Ordinance Establishing the Cultural Access Program Advisory Board and Adding a New Article XI to Olympia Municipal Code Chapter 2.100

The ordinance was adopted on second reading.

Approval of the Consent Agenda

Councilmember Parshley moved, seconded by Councilmember Huynh, to adopt the Consent Calendar. 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

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING

- 5.A** [22-0742](#) Public Hearing - Program Year 2021 Community Development Block Grant Annual Action Plan Substantial Amendment

Community Development Block Grant (CDBG) Program Specialist Anastasia Everett gave an overview of the Program Year 2021 proposal amendment to the CDBG Annual Action Plan. The public comment period began July 18 and will end August 19 at 12:00 p.m.

Mayor Selby opened the hearing at 7:56 p.m. No one spoke. The public hearing closed at 7:56 p.m.

The public hearing was held and closed.

6. OTHER BUSINESS

- 6.A** [22-0738](#) Approval of an Ordinance Amending the Rental Housing Code, OMC Chapter 5.82

Housing Program Specialist Christa Lenssen gave an overview of the ordinance

amending the Rental Housing Code, OMC Chapter 5.82., related to move-in costs, fees, and deposits.

Councilmembers asked clarifying questions.

Councilmember Madrone moved, seconded by Councilmember Cooper, to approve on first reading and forward to second reading the ordinance amending Rental Housing Code, OMC 5.82 including the optional language . 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

6.B [22-0750](#) Regional Fire Authority Planning Briefing

City Manager Jay Burney and Interim Fire Chief Todd Carson provided a briefing on recommendations related to governance, organization and financing of a Regional Fire Authority.

The City Council asked clarifying questions and provided input on proposed options, but no final action was required at this time.

The information was received.

6.C [22-0734](#) Preliminary 2023-2028 Capital Facilities Plan Briefing

The agenda item was postponed until the August 16, 2022 City Council meeting.

7. CONTINUED PUBLIC COMMENT - NONE

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS - NONE

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney announced Rich Hoey as Interim Assistant City Manager.

10. ADJOURNMENT

The meeting adjourned at 10:06 p.m.



City Council

Approval of Call for Artist in Residence

Agenda Date: 8/16/2022
Agenda Item Number: 4.B
File Number: 22-0733

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

Title

Approval of Call for Artist in Residence

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee recommend moving to approve the Call for Artist in Residence and direct staff to begin the application process.

City Manager Recommendation:

Move to approve the Call for Artist in Residence and direct staff to begin the application process.

Report

Issue:

Whether to approve the Call for Artist in Residence and begin the application process for a teaching artist experienced in percussion and movement for a residency in partnership with Drexel House.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Arts Commission has been working on an Artist in Residence pilot project as part of their Work Plan. In September 2021, they presented the concept of working with underserved community members to the then General Government Committee. With approval to move forward, to determine interest staff and Commissioners placed surveys at Pear Blossom, Plum Street Village, Unity Commons (Interfaith Works), Community Youth Services and Drexel House.

Drexel House was by far the most responsive, with 29 surveys returned with a strong interest in music and dance. Commissioners determined to move forward with Drexel House as a pilot project. Arts Commission Vice Chair Kathy Dorgan and Arts Program Manager Stephanie Johnson met with several of Drexel House staff members to help shape the Call for Artist in Residence.

On July 14, the Arts Commission reviewed the proposed Call for Artist in Residence and moved to

recommend it to the Community Livability and Public Safety Committee for consideration.

On July 27, Vice Chair Dorgan and Ms. Johnson met with the Community Livability and Public Safety Committee to review the Call for Artist in Residence. Committee members made several edits to the document (updated version attached), and directed the item be moved to City Council for consideration and approval.

Neighborhood/Community Interests (if known):

The arts are of interest to the Drexel House community, and this program will serve as a connection between the arts and underserved community members.

Options:

1. Approve the Call for Artist in Residence and direct staff to begin the application process.
2. Make modifications to the Call for Artist in Residence, approve as amended and direct staff to begin the application process.
3. Direct the Arts Commission to make modifications to the Call for Artist in Residence and return to Community Livability and Public Safety for consideration. This will affect the timeline of the project.

Financial Impact:

\$2,250 from the Municipal Art Fund.

Attachments:

Call for Artist in Residence

City of Olympia

Call for Artist in Residence



In partnership with Drexel House, the City of Olympia is seeking the services of a teaching artist who has experience in percussion and movement.

The City of Olympia is committed to being an inclusive, affirming and equitable place for our community members and staff to live, play and work. We adhere to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. We strongly encourage people who are Black, Indigenous, people of color, transgender, non-binary, LGBTQ, immigrants, people with disabilities, and women to apply.

Short Description

In an effort to make the arts accessible to traditionally underserved populations, the City of Olympia has developed an Artist in Residence (AIR) program to meet this need.

The Artist in Residence Program hopes to address the following goals:

- Provide opportunities for underserved community members to participate in the art making process
- Broaden the community experience of the arts
- To create connection with the City of Olympia and the greater community.
- Enhance the quality of peoples' lives
- Offer a variety of unique opportunities for the city's diverse communities to participate and benefit from the art making process.

Primary Contact

Stephanie Johnson, Arts Program Manager
sjohnso1@ci.olympia.wa.us
360-709-2678

Budget

- The selected Artist in Residence will be paid a \$1500 stipend.
- There is also up to \$750 for reimbursable expenses available for agreed-upon materials, supplies and insurance (estimated at \$250-\$500 per year).

Eligibility

Applicants must be teaching artists who reside in Thurston County and be at least 18 years of age.

Deadline

Applications are due by _____(deadline)_____

Project Description

[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, who have first been screened and deemed eligible and capable of living independently. Residents are provided a variety of support services to assist those living with trauma, addiction, and mental health issues. In response to a community survey, residents indicated strong interest in music and dance. Additionally in follow-up discussions with Drexel House staff, the concept of establishing a drumming circle among residents was identified as a way to build community, in the hope it will continue following the residency.

Scope of Work

- Each selected Artist in Residence will enter into an agreement with the City, and work with City Staff to determine a final scope of work.
- The Artist in Residence also agrees to responsibly handle administrative duties in association with the program, working with City staff and the partner agency to arrange.
- Artists in Residence agree that the City of Olympia may photograph them during their workshops and projects

Details

- Residency shall be 2 workshops a month, over three months, for a total of 6 workshops of 45 minutes each.
- Teaching artist will provide buckets or other percussive instruments to stay at Drexel House for continuing use.
- \$1500 stipend, up to \$750 in materials by reimbursement

SUBMISSION/SELECTION PROCESS

A minimum of three applications must be received for the review process to move forward.

Phase I—Submission of Application:

Selection Committee

Kim Kondrat, City of Olympia Homeless Response Coordinator
Hannah Nelson, Operations Coordinator, Catholic Community Services
Will Stockton, Catholic Community Services
Kathy Dorgan, Vice-Chair, Arts Commission
Kathy Murray, Arts Commission

The panel reserves the right to select up to three artists as finalists for this opportunity. The panel also reserves the right to not select any artists, if it so chooses.

Selection criteria

Artists should bear in mind that the audiences will be broad-based, and in representing the City's inclusive, non-partisan stance, must use discretion when acting in the capacity of the City's Artist in

Residence.

Aesthetic Quality:

- Do the work samples exhibit strong aesthetic merit?
- Are the works consistently strong? Does the applicant demonstrate a commitment to continuing their art practice?

Potential for Community Engagement:

- Does the applicant demonstrate an understanding of the needs of the underserved community with whom they will be working?
- Does the applicant have experience teaching percussion and/or movement?

Appropriateness of Teaching Strategy for the Drexel House Community:

- Do the workshop samples support the artist's ability to engage in meaningful ways to further the arts in the Drexel House community?
- Does the proposed engagement strategy create capacity for participant success?

Application Materials

Applicants may apply via SurveyMonkey ___link_____ through __ (deadline)_____.

☐ **Letter of Interest (one double-sided page or less)**

Describe why this opportunity is of interest, proposal of how the applicant would teach and engage with the partner community including engagement strategy, and samples of workshops or projects that would support the request of the community, and relevant skills brought to this project.

☐ **Digital Audio Work Samples**

Applicants may submit up to 8 attachments and/or digital files that clearly show past projects and work experience.

☐ **Annotated Descriptions List**

This list of descriptions should match the submitted work samples listing the title, year, media, or project samples with a brief description (50 words or less) of the applicant's role in the project.

☐ **Resume**

Applicants must include a resume, two pages maximum.

☐ **References**

Contact information for three professional references who are familiar with your teaching. Please do not include letters of recommendation. References will be contacted prior to the finalist interviews.

Do not submit specific proposals or additional information at this time.

Phase II—Finalist Interviews:

Each finalist will be interviewed by the same selection committee as in Phase I

During finalist interviews, the partner community will have a chance to meet the applicants and determine a good fit.

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

Artist Selection Schedule (subject to change)

Application open
Deadline for Entry
Jury process
Finalist interviews
Arts Commission review
City Council approval

Schedule to be
determined following
approval.

Contact Information

Questions?

Stephanie Johnson, Arts Program Manager
Olympia Parks, Arts & Recreation
sjohnson@ci.olympia.wa.us
360.709.2678

Legal Requirements

Applicants must have, or be willing to acquire an Olympia Business license, if selected. For more information, go to <http://olympiawa.gov/city-government/forms/busn-license-bo-tax/business-license.aspx>

The selected artist is required to carry insurance. Specific coverages are included in the contract the selected artist will execute with the City.

The City reserves the right not to select any artist at all, and reserves the right to change the process or schedule upon public notice.



City Council

Approval of a Resolution Authorizing an Access Agreement with Catholic Community Services to Construct Facilities on Quince Stormwater Property

Agenda Date: 8/16/2022
Agenda Item Number: 4.C
File Number: 22-0773

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

Title

Approval of a Resolution Authorizing an Access Agreement with Catholic Community Services to Construct Facilities on Quince Stormwater Property

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Access Agreement with Catholic Community Services (CCS) to Construct Facilities on Quince Stormwater Property.

Report

Issue:

Whether to enter into an agreement with CCS to have their volunteers construct facilities for Quince Street Village on the Quince Stormwater Property.

Staff Contact:

Patrick Knouff, Project Coordinator, Public Works Engineering, 360.753.8352

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City is in the process of moving the mitigation site operations to Quince Street Village. Quince Street Village is a larger site that will accommodate additional housing units and community buildings. This agreement will allow CCS and their volunteers temporary access to the Quince Stormwater Property adjacent to the Quince Street Village, where they will build the facilities needed at the site.

Currently, the stormwater property is an asphalt parking lot. In the future, the City will redevelop the

property into a stormwater facility. The stormwater redevelopment project is separate from the Quince Street Village project.

The facilities constructed on the stormwater property site will be moved to Quince Street Village by the end of the agreement period. The agreement also authorizes the City to purchase all the materials required to construct the facilities.

Neighborhood/Community Interests (if known):

Several public meetings were held concerning the move of the City's mitigation site to Quince Street. Those meetings discussed the need and reasoning for adding facilities as a part of the move to Quince Street Village. In general, neighborhood/community participants did not raise concerns with the proposed facilities.

Options:

1. Approve a Resolution authorizing an Access Agreement with Catholic Community Services to Construct Facilities on Quince Stormwater Property and authorize the City Manager to sign the Agreement. The project will proceed as planned.
2. Do not approve the Resolution authorizing an Access Agreement. If not approved, then Catholic Community Services and their volunteers will not be able to construct the facilities needed at Quince Street Village. The City would have to explore more traditional methods to construct the facilities, which would be cost prohibitive.
3. Consider the Resolution at another time.

Financial Impact:

The cost to purchase materials is approximately \$55,000. The funding source is American Rescue Plan Act dollars allocated to the Quince Street Village emergency project.

Attachments:

Resolution
Agreement
Site Map
Facilities Plans

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CATHOLIC
COMMUNITY SERVICES FOR USE OF CITY PROPERTY TO CONSTRUCT HOUSING RELATED
STRUCTURES FOR THE QUINCE STREET MITIGATION SITE**

WHEREAS, Catholic Community Services (CCS) has agreed to host volunteers to help construct housing related structures on property the City will retain at the Quince Street site; and

WHEREAS, the City has agreed to coordinate and donate materials for such purposes; and

WHEREAS, it is necessary to set forth the responsibilities of each party in an Agreement that reflects the understanding of the parties; and

WHEREAS, Agreements pertaining to real property must be approved by Council pursuant to Olympia Municipal Code 3.16.020;

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

1. The Olympia City Council hereby approves the form of Agreement between the City of Olympia and Catholic Community Services for use of City property to construct housing related structures for the Quince Street Mitigation Site and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Agreement, and any other documents necessary to fulfill the terms of said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**AGREEMENT FOR USE OF CITY PROPERTY
TO CONSTRUCT HOUSING RELATED STRUCTURES
for
THE QUINCE STREET MITIGATION SITE**

This Agreement is made and entered into as of the “Effective Date” (as defined below) by and between *The City of Olympia* (“City”) and *Catholic Community Services* (“CCS”).

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and CCS agree as follows:

1. License for Temporary Use of Property. The City hereby grants CCS, a temporary license (“License”) to enter onto the Property located at 1215 Quince Street SE, Olympia, WA 98501 (“Property”)), which is depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference. The purpose of the license is to use the Property for the sole purpose of the construction of micro-shelters, office space, and laundry facilities to be used at the Quince Street mitigation site. This Agreement permits CCS, its employees , volunteers, and invitees: (a) to enter onto, access, and use the Property, including the utilities, for the sole purpose of constructing housing related facilities, the plans for which are shown on **Exhibit “B.”**

2. CCS Responsibilities on Property. During any work in and around the Property, CCS will (a) perform all work in a safe manner consistent with prudent construction standards; (b) perform all work in such a way and at such time of day as to minimize unreasonable interference with the neighborhood residents and businesses; (c) obtain prior to the commencement of any work all federal, state and municipal permits, licenses and approvals required in connection with any conduct or work of CCS employees, volunteers, or other invitees on the Property; and (d) properly supervise the work of any employees, volunteers, invitees of CCS through appropriate written and verbal direction. Such direction shall include but not be limited to expectations for the work to be conducted, appropriate instruction and training (if necessary), and proper workplace safety practices.

3. Equipment. All risk associated with acquisition, use, care, operation, and storage of Equipment will be borne by CCS. The City will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment. Nor shall the City be subject to liability related to any use or operation of Equipment except if when due to the sole negligence of the City, its officers, officials, or employees.

4. Materials Donation. The City agrees to donate certain materials outlined on **Exhibit “C”** for the purpose of assisting the poor and infirm to obtain shelter from the elements.

5. Effective Date/Term. This Agreement is effective on the date of the last authorizing signature affixed hereto and will terminate on the completion of the construction activities or December 31, 2022, whichever occurs earlier, unless extended in the manner described herein.

6. Communication/Notice. Whenever any notice or other communication (collectively, “Notice”) is required under this Agreement, it must be in writing and sent with appropriate evidence of receipt:

Communication to the City :

City of Olympia
Patrick Knouff, Engineering Project Coordinator
601 4th Ave E
Olympia, Washington 98501
pknouff@ci.olympia.wa.us
360-753-8352

Communication to CCS:

Catholic Community Services

Mike Curry, Agency Director CCS Southwest
1323 S Yakima Ave
Tacoma, WA 98405
MikeC@ccsww.org
253-502-2688

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service or an email confirming that the party has received the email. Either party may change its address by giving notice of such address change.

7. Indemnification /Hold Harmless.

CCS 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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 CCS and the City, its officers, officials, employees, and volunteers, CCS's liability hereunder shall be only to the extent of CCS's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes CCS'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.

8. Insurance. Without limiting the liabilities or indemnification obligations of CCS, CCS will, at all times during the Term, carry and maintain at its expense the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in Washington state: (a) Workers' Compensation insurance in accordance with the law of the state where any work under this Agreement is being performed including Employer's Liability insurance with limits not less than \$1,000,000 each accident; (b) Commercial General Liability Insurance with an occurrence limit of not less than One Million Dollars (\$1,000,000) and an aggregate limit of not less than Two Million Dollars (\$2,000,000) covering personal injury, bodily injury, death, property damage, products/completed operations and contractual liability; (c) Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement; and (d) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property.

The City of Olympia, its officials, officers, employees, and volunteers will be included as additional insureds on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to any insurance maintained by the City. Prior to CCS commencing any work under this Agreement, CCS will provide the City with evidence of the required insurance.

9. Counterparts, Facsimile, and Electronic Mail Signatures. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

10 Public Records. Records created pursuant to this Agreement may be subject to the Public Records Act and parties agree to cooperate to advance the stated purpose of such Act. Records that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure and release under Washington's Public

Records Act. A “public record” includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency, regardless of physical form or characteristics. RCW 42.56.030 requires that the Public Records Act be liberally construed, and its exemptions narrowly construed to promote public policy and to assure that the public interest will be fully protected. For that reason, the City will make the sole determination as to whether or not records possessed by CCS related to this Agreement meet the definition of a “public record” as well as whether, and to what extent, any exemption applies.

If CCS disagrees with the City’s determination or believes the records are subject to an exemption, the City agrees to notify CCS via written notice to CCS and to provide CCS with ten (10) business days to obtain and serve on the City a court order specifically preventing release of such records. The City agrees not to release any records until CCS is provided such notice and the ten (10) business days to serve an injunction on the City to prohibit such disclosure has elapsed.

Should CCS fail to provide records related to this Agreement to the City within ten (10) business days of the City’s request for such records, CCS Agrees to indemnify, defend, and hold the City harmless for any public records judgment (including fines and penalties) against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section shall survive expiration of the Agreement.

11 Authority to Amend. The Project Manager for each party is the same as those identified in the Notice of provision under #6. The Project Managers have authority to modify the materials list and term of Agreement, so long as any such modification is consistent with the purpose as set forth herein and is clearly stated in a written amendment signed by each Project Manager and filed with this Agreement. For the City, all other modifications must be authorized by amendment signed by the City Manager.

12 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.

I certify that I am authorized to execute this Agreement on behalf of the entity for whom I am signing.

Catholic Community Services

City of Olympia

Mike Curry
Mike Curry, Agency Director CCS Southwest
MikeC@ccsww.org

Steven J. Burney, City Manager
jburney@ci.olympia.wa.us

Date of Signature: 08/09/2022

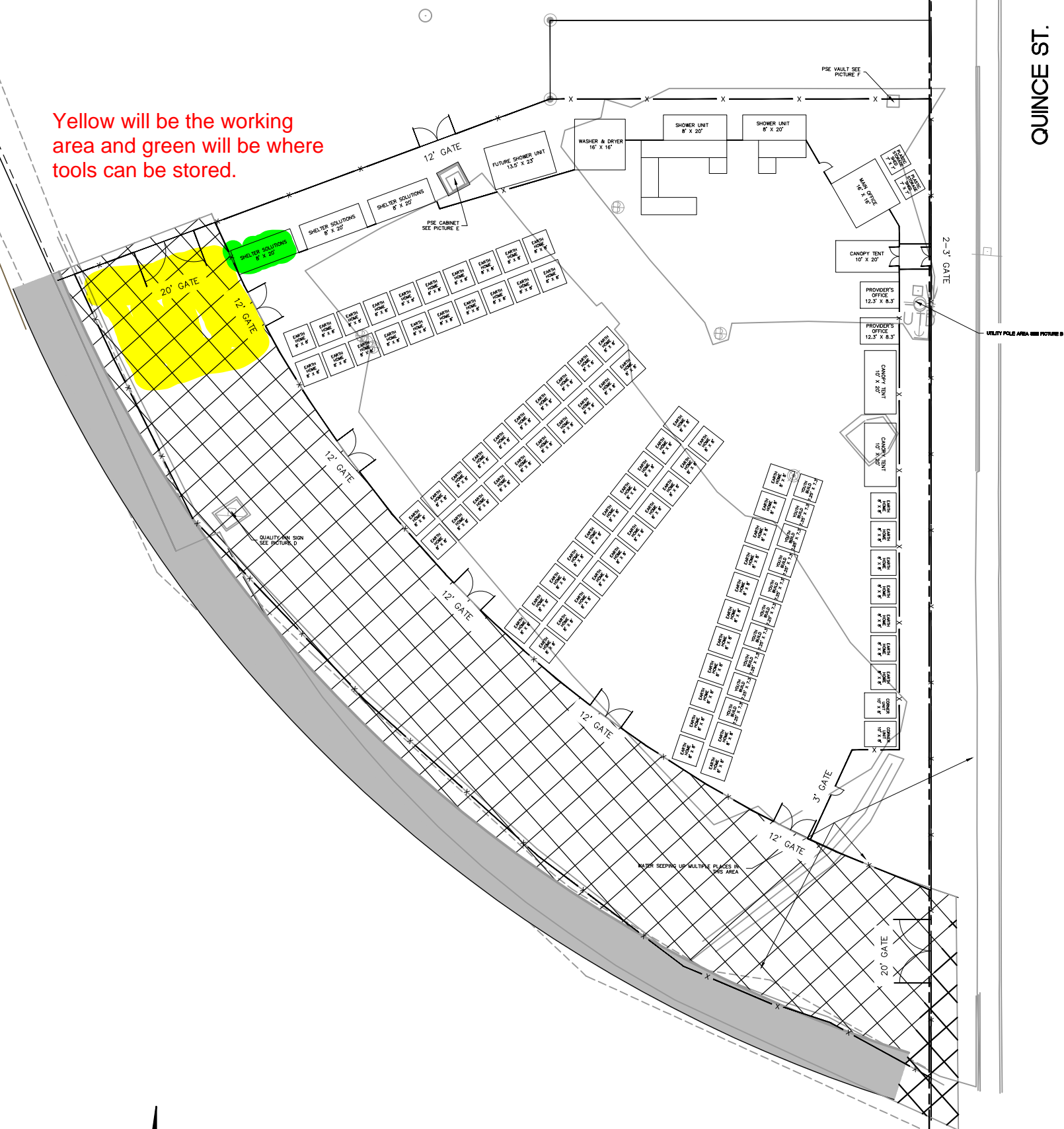
Date of Signature: _____

APPROVED AS TO FORM:


Deputy City Attorney

Exhibit "A"
PROPERTY

Yellow will be the working area and green will be where tools can be stored.



QUINCE ST.

UTILITY POLE AREA SEE PICTURE B



SCALE: 1"=40 FEET

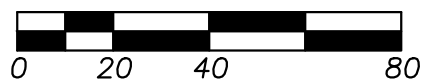


Exhibit "B"
PLANS FOR STRUCTURES TO BE BUILT

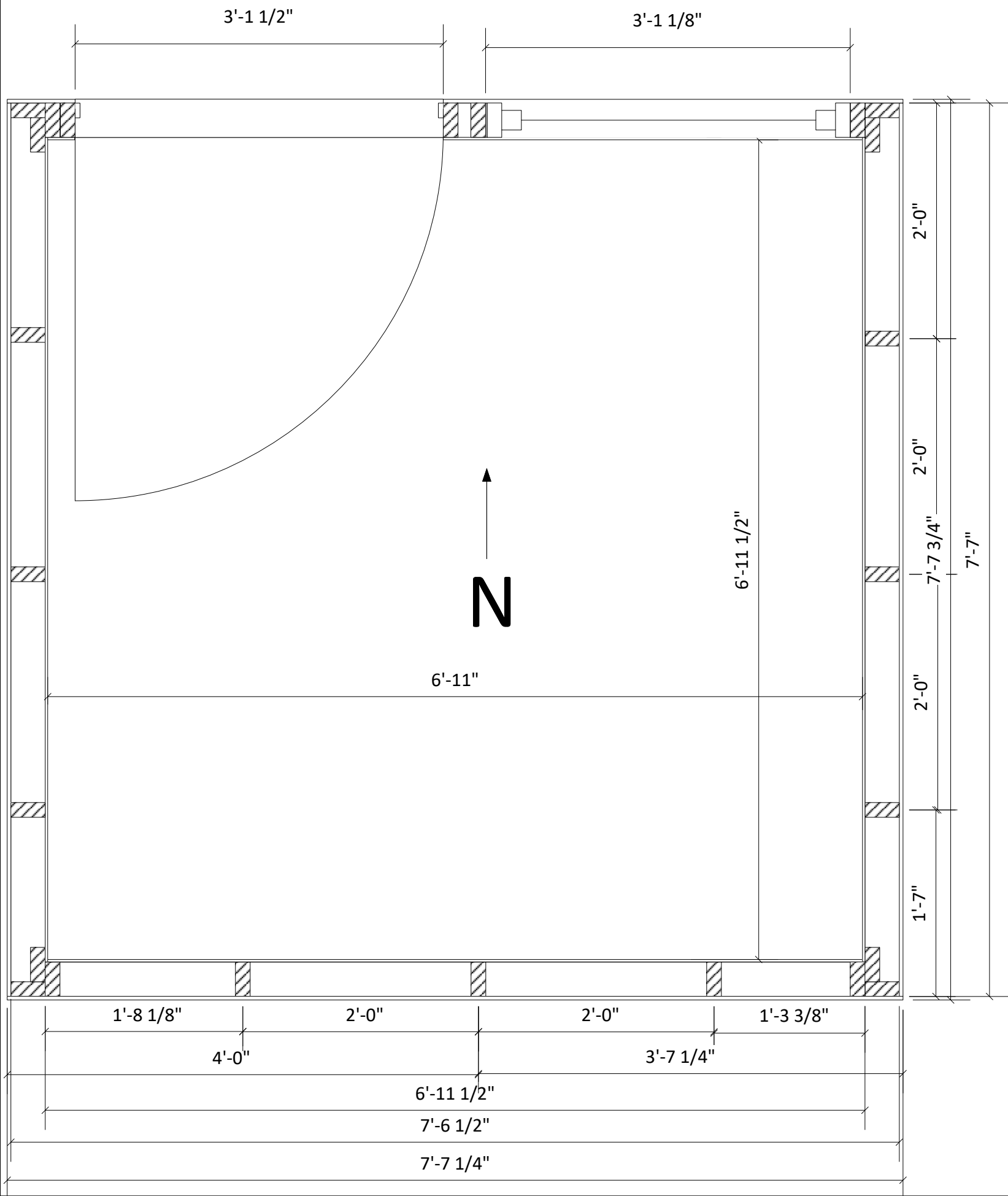
Picture of “Microshelter”
(same form factor as “Microhouse”,
but without formal door or windows)



Materials List for 5 8x8 Microhouses (Lowe's, retail)

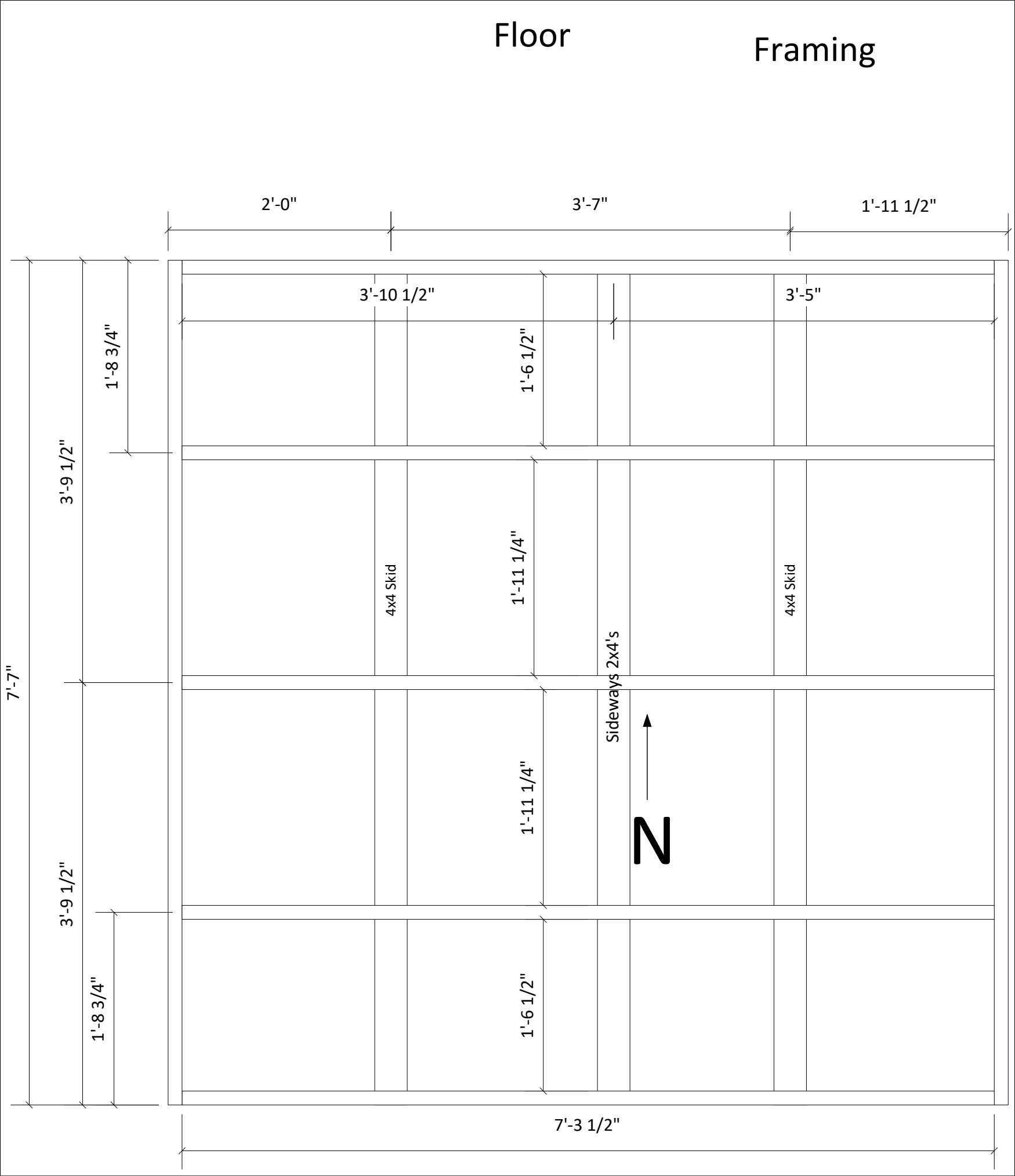
[illegible]

Top View



Floor

Framing



Floor

Flooring

7'-6 1/2"

4'-0"

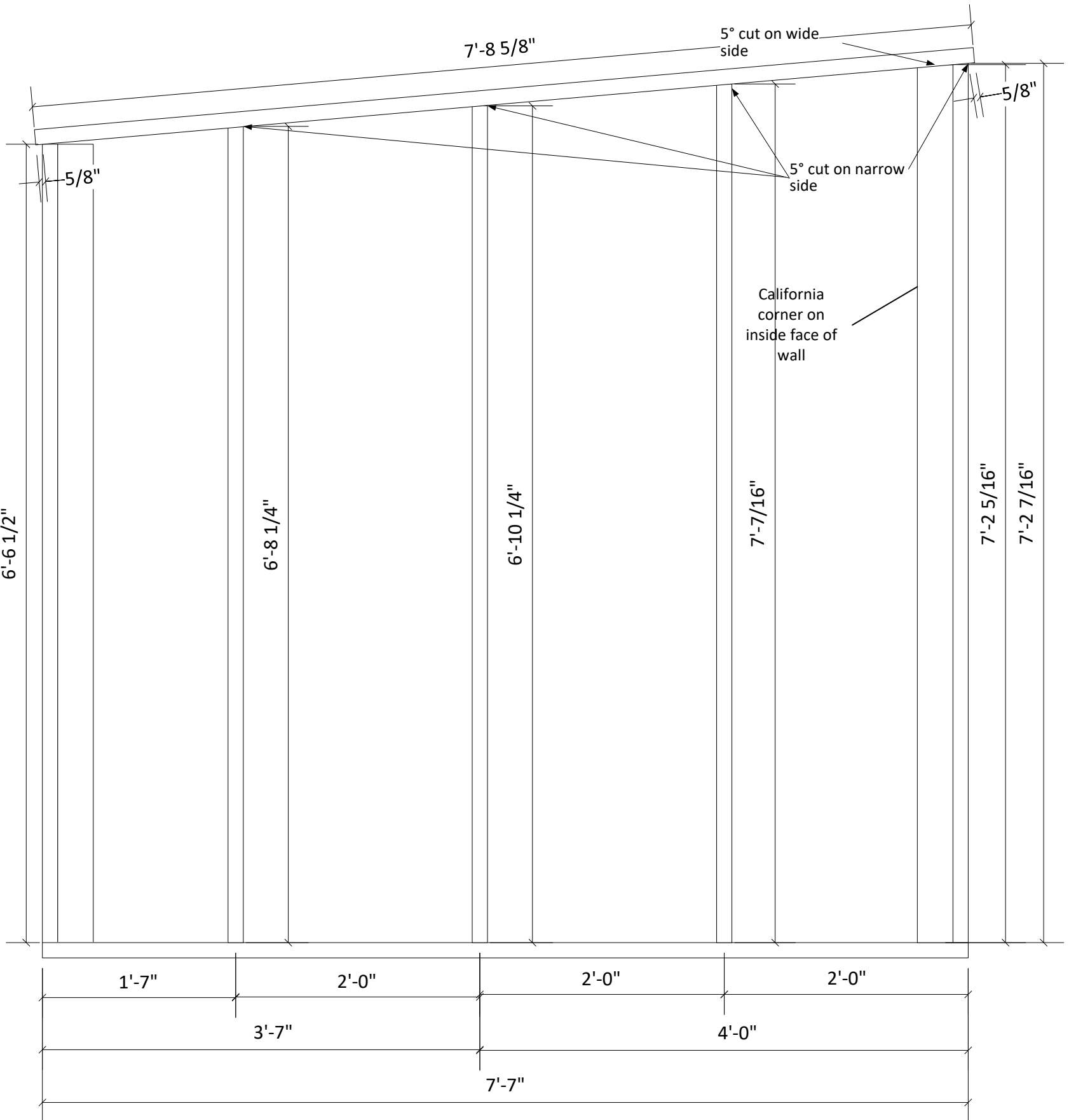
3'-6 1/2"

7'-7"

N

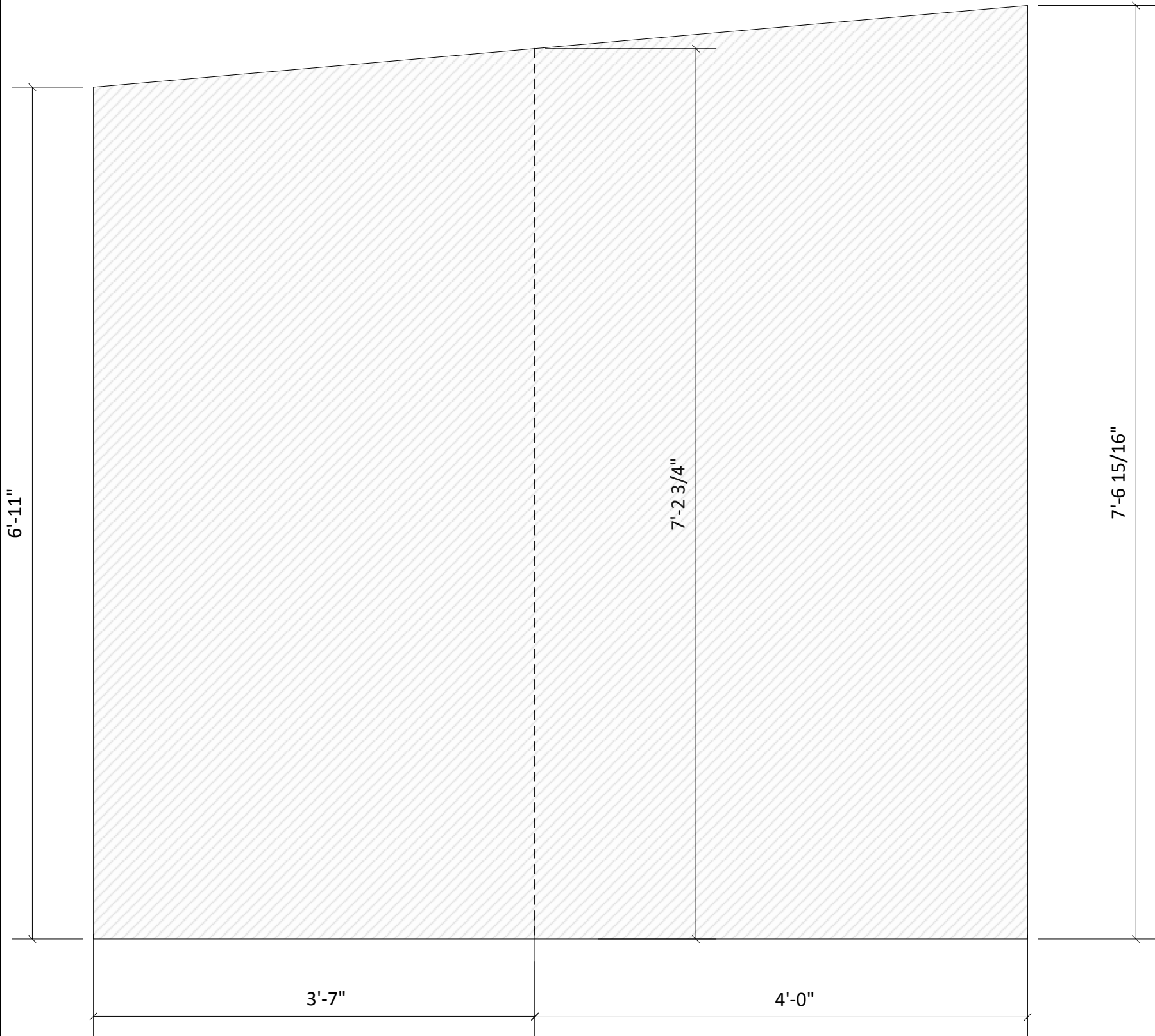
E-W Walls (2, 1 mirrored)

Framing



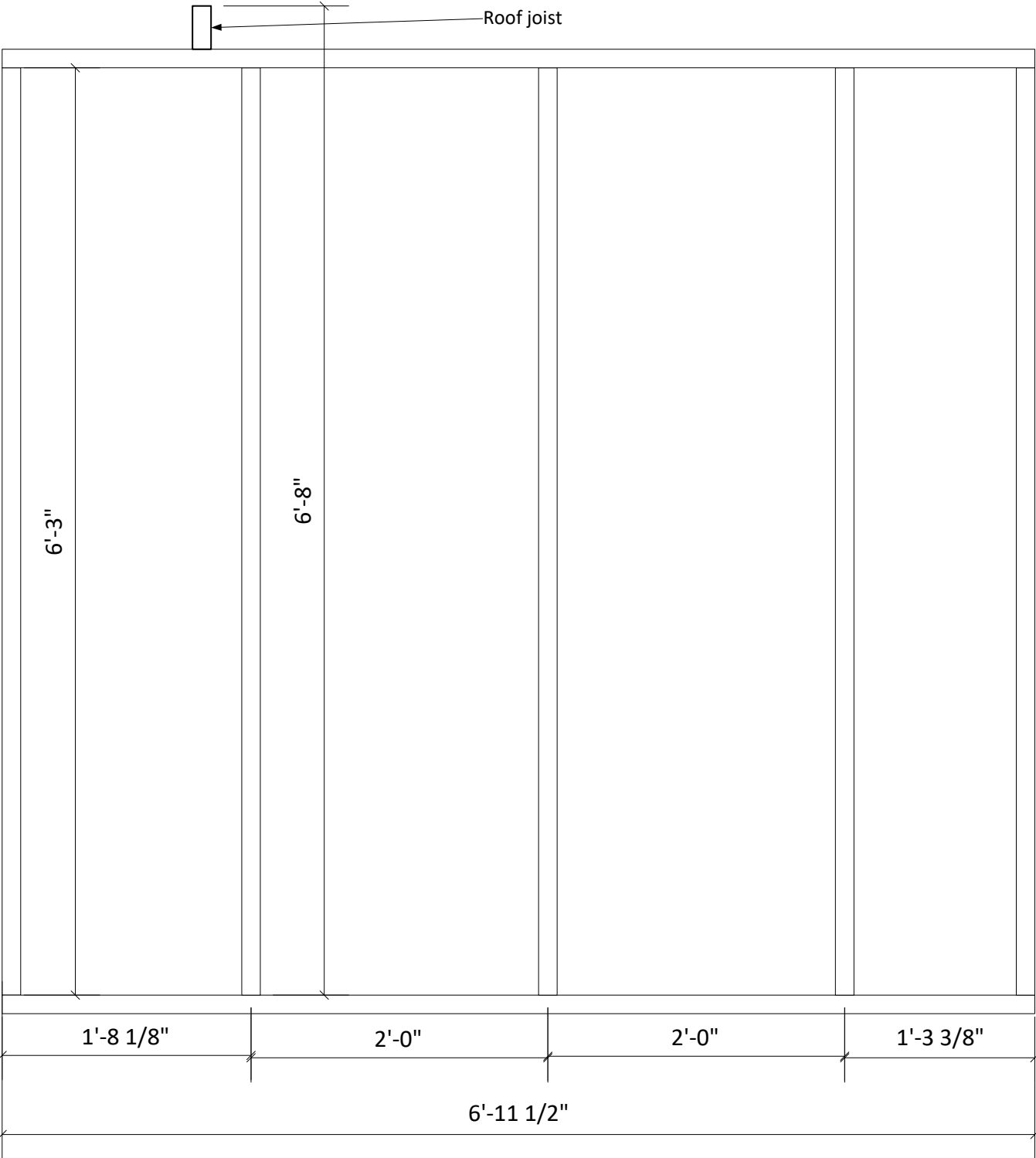
E-W Walls
(2, 1 mirrored)

Plywood



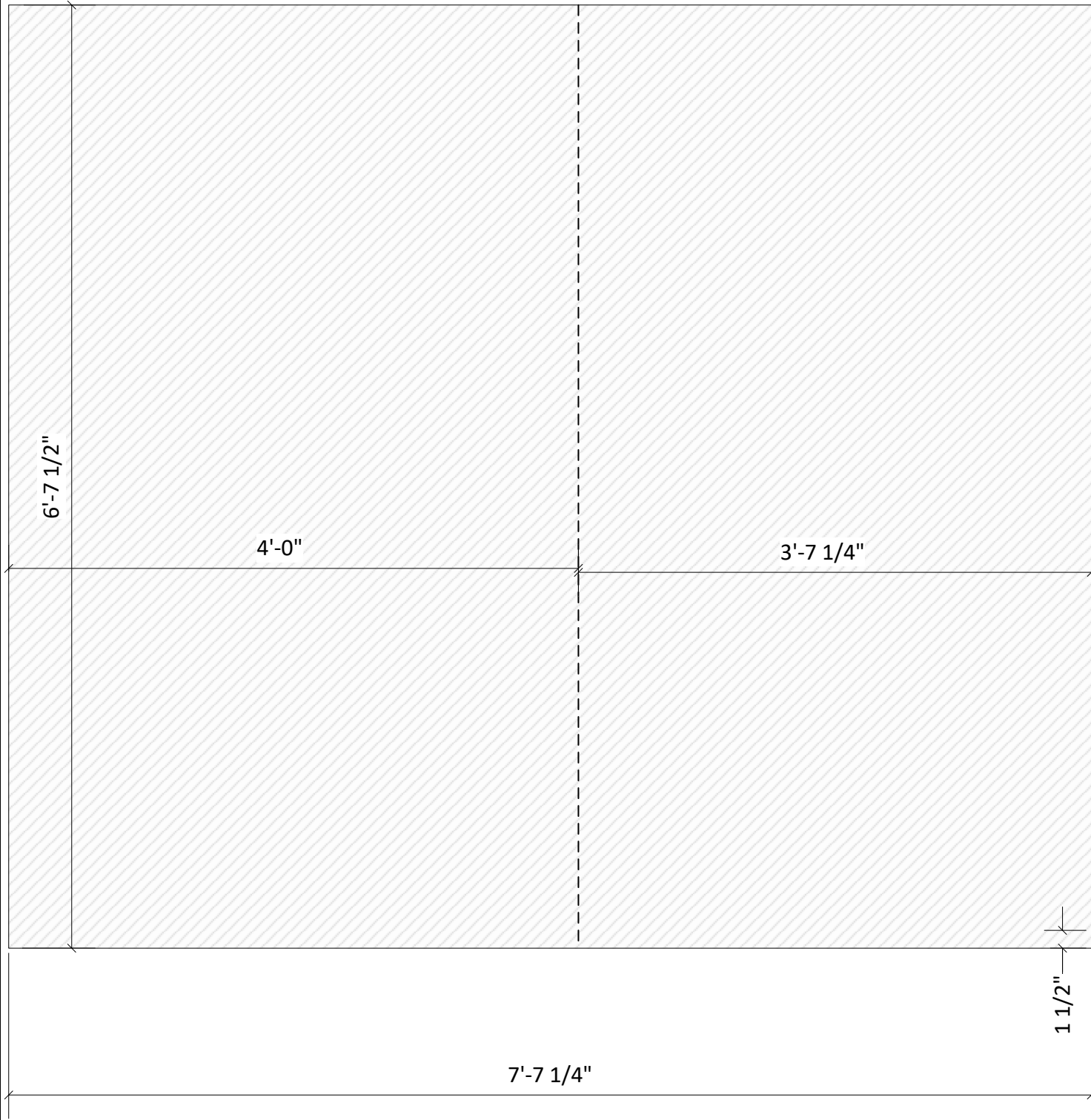
S Wall

Framing

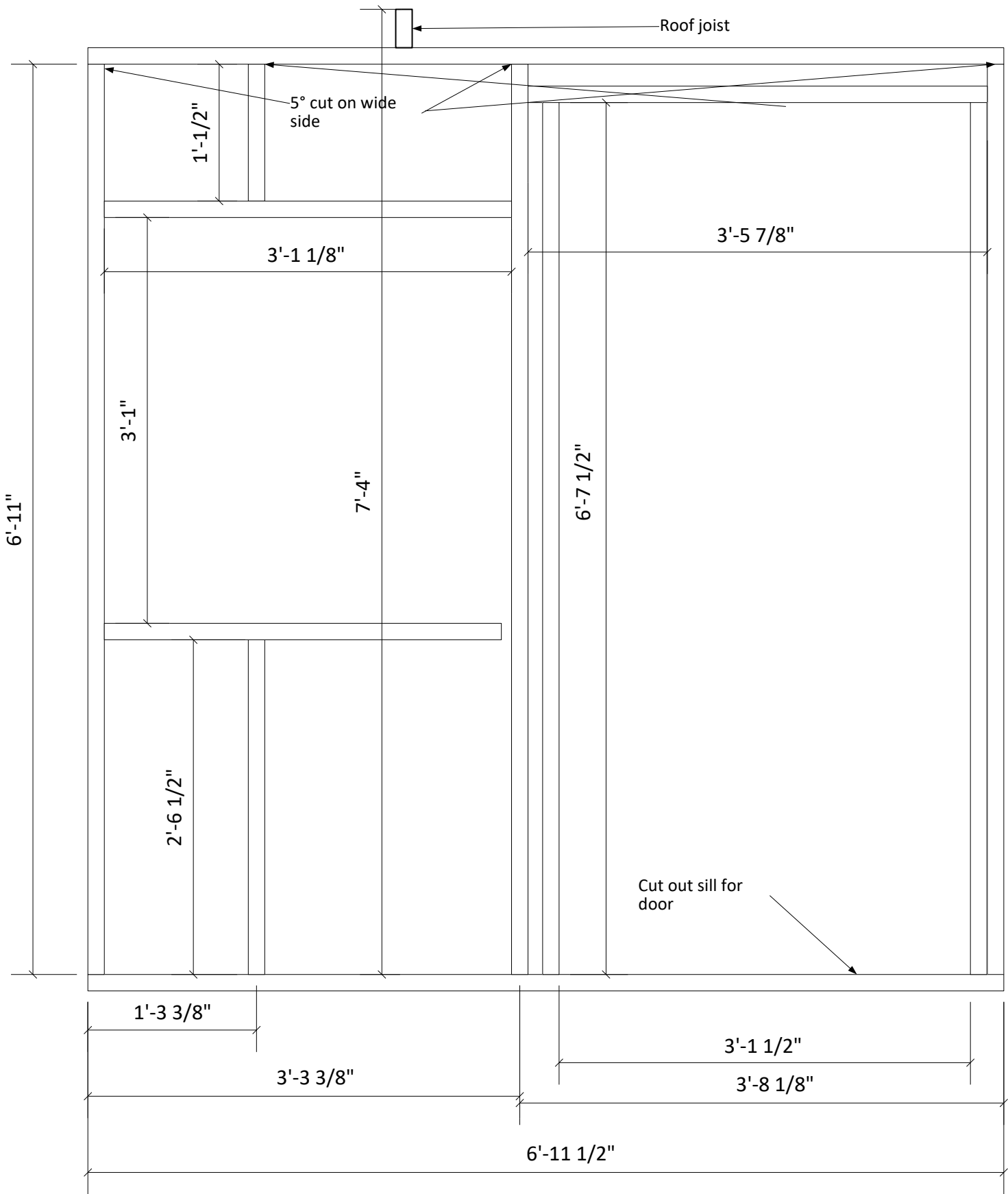


S Wall

Plywood



N Wall Framing



N Wall

Plywood

3' 1" Roughin for 3' Window

3' 1 1/2" x 82" Roughin for 3' x 80" Door

3 9/16"

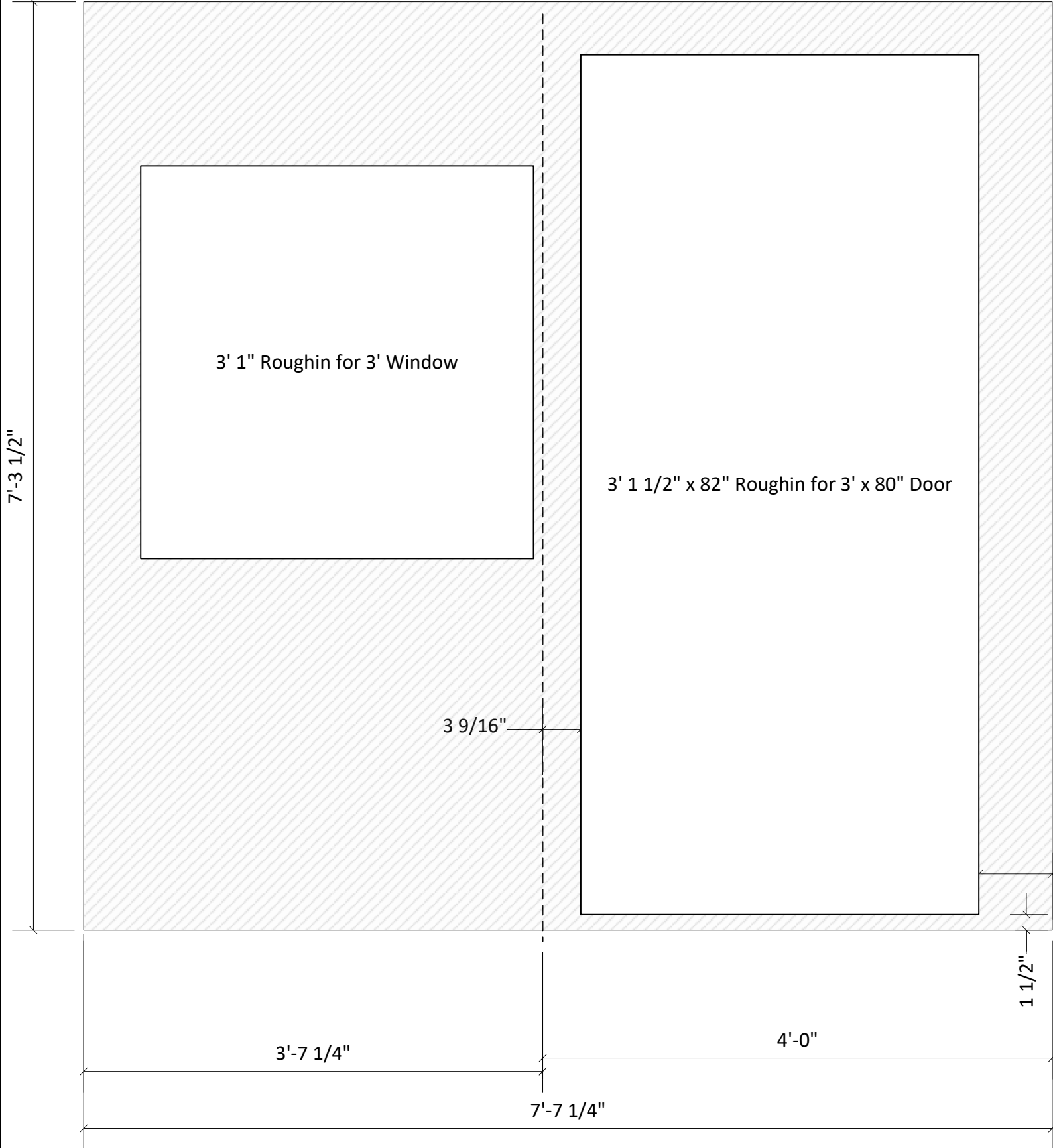
6 15/16"

1 1/2"

3'-7 1/4"

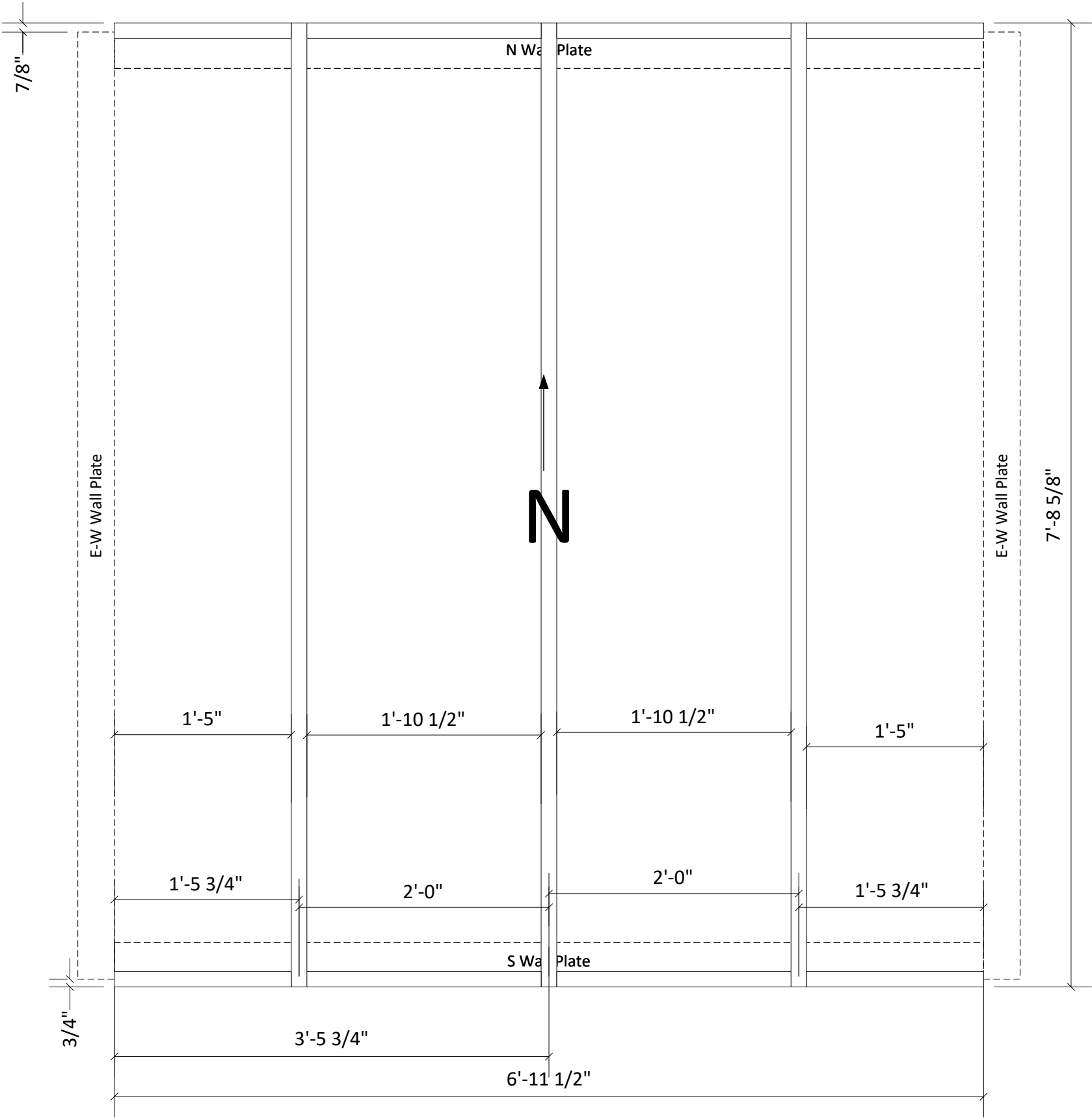
4'-0"

7'-7 1/4"



Roof Joists and Plywood

Framing



Roof Joists and Plywood

Plywood

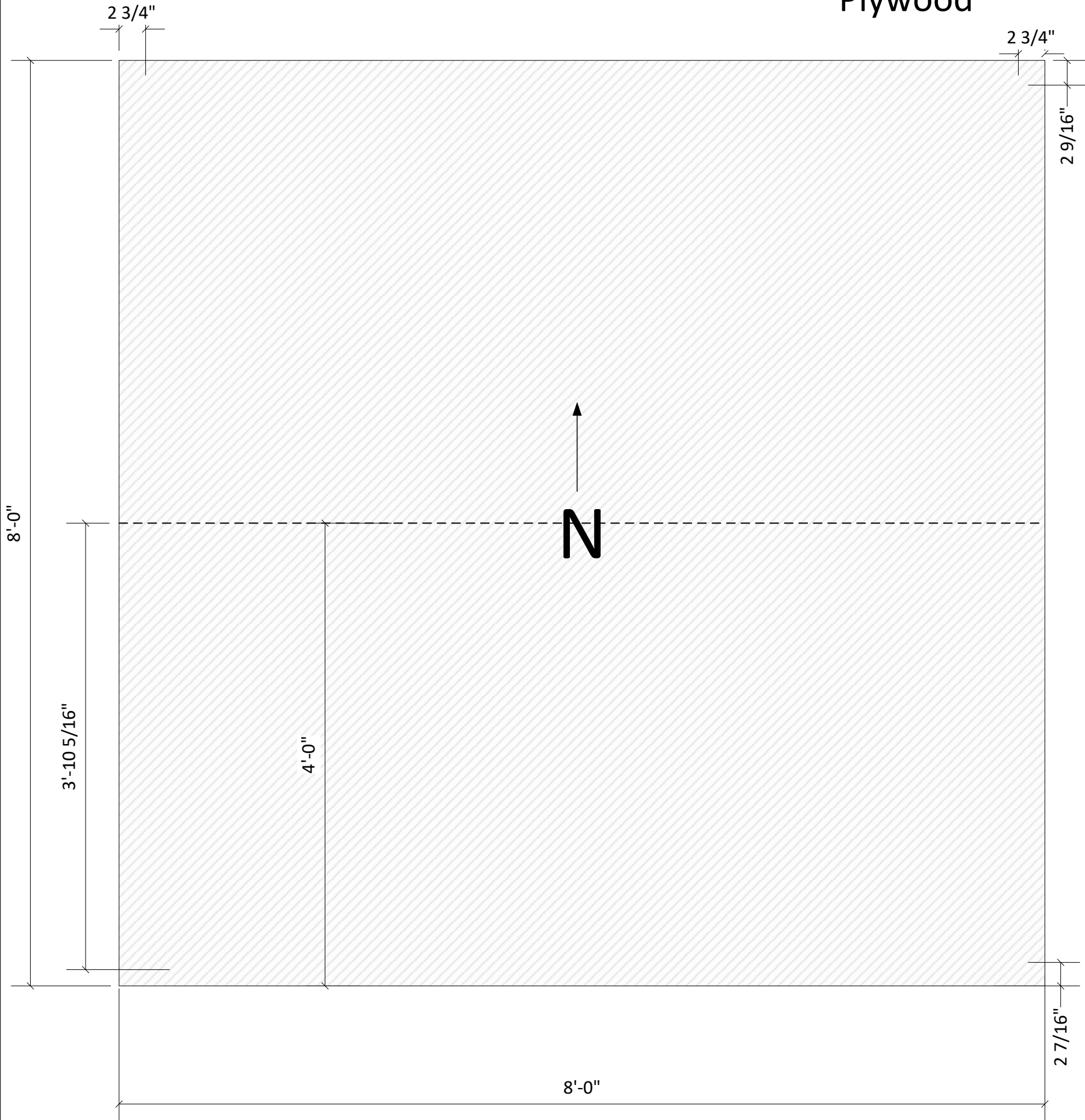


Exhibit "C"
MATERIALS DONATION

City of Olympia Quince street microshelter building materials.

Line	Description	Quantity per	Quantity Total (17 units)
1	8' 2x4	48.25	820.25
2	8' 2x4 pressure treated	2	34
3	4'x8'x3/8" CD plywood	20	340
4	4'x8'x5/8" (or 1/2") CDX plywood for floor	2	34
5	1x2x8' Trim	18	306
6	1x3x8' Trim	6	102
7	Batt insulation for walls and ceiling	0.37	6.29
8	Rigid insulation for the floor	2	34
9	3' x 72" roofing felt	0.33	5.61
10	9'x9' metal roofing and screws	3	51
11	8' drip edge flashing	1	17
12	sheet vinyl flooring (8x8 = 64 sq ft.)	64	1088
13	3' X 80" door	1	17
14	2' window	2	34
15	door knob	1	17
16	dead bolt	1	17
17	5 gallon semi gloss exterior paint (2 coats)	0.5	8.5
18	mildewcide	0.5	8.5
19	paint roller covers	0.3	5.1
20	paint burshes	0.3	5.1
21	paint roller pan covers	0.3	5.1
22	21, 3"x.120 framing nails, exterior, galv., 100 pcs	0.3	5.1
23	1-1/4" rofoing nails, 7200	0.2	3.4
24	Hurricane ties for midspans	6	102
25	hurricane ties for ends	4	68
26	#10 x3=1/8" lag screws	0.13	2.21

Office Building Materials

Line	Description	Quantity per unit
27	16' 4x4 pressure treated beams	4
28	2X4 studs 92 5/8"	85
29	2x4 16'	12
30	2x4 10'	35
31	2x8 20'	2
32	2x6 16'	8
33	2x6 8'	14
34	1/2" plywood sheeting	14
35	4x9 sheets 1/2" T-1-11 8" oc OSB siding	18
36	4x8 sheets 3/4" flooring OSB	8
37	16' 5/4 X 4 white wood	3
38	10' 5/4 x 4 white wood	4
39	16' 5/4 x 6 white wood	3
40	Z flashing 1/2" x 10'	4
41	whitewood SPF PR 1x6 x 16'	1
42	whitewood SPF PR 1x3 x 10'	10
43	whitewood SPF PR 1x3 x 16	8
44	whitewood SPF PR 1x2 x 16	2
45	concrete piers 4x4 saddle with screw height adjustment	9
46	Simpson 2x6 joist hangers and nails	24
47	4x8 sheets 1/2" plywood (ceiling – good on one side)	10
48	4x8 sheets 3/4" melamine white panels	22
49	4x8 sheets 2" rigid insulation	8
50	36" exterior door with window – right hand	2
51	27" interior bathroom door – right hand	1
52	36" x 48" slider windows	3
53	36" x 36" slider window	1
54	36" x 12" slider window – obscure glass	1
55	5 1/2 squares asphalt shingles	1
56	roll of 15 lb. tar paper	1
57	40'-- drip edge	1
58	bags R-13 24"x96" batt insulation (60 batts)	6
59	16'x16' vinyl flooring and 2 1/2 gallons of glue	1
60	exterior door handles with lock	2

61	interior bathroom locking door knob	1
62	boxes Simpson SD# x 1½” screws (100/box)	6
63	5 lbs. 8D galvanized nails	1
64	5 lbs. 3½” construction screws	1
65	28 oz. tubes of Liquid Nail	12
66	7¼” finish blade	1
67	H-1 rafter tie	40
68	tubes of DynaFlex sealant	5
69	10 oz. heavy duty caulk gun	1
70	28 oz. heavy duty caulk gun	1
71	Misc Consumables (saw blades etc)	1
NOTE: Does not include materials needed for the handicap ramps		

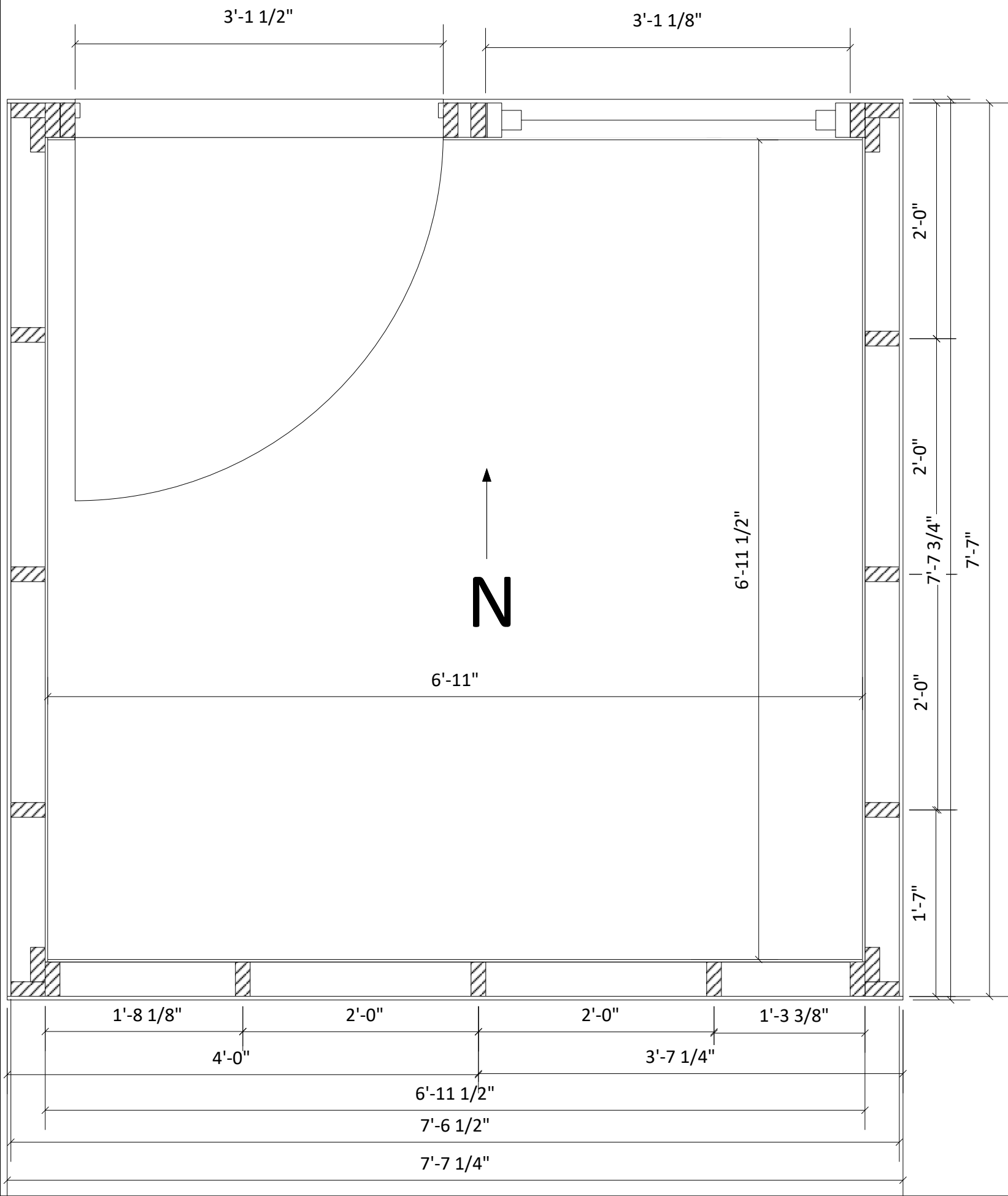
Laundry Building Materials

Line	Description	Quantity per unit
72	16’ 4x4 pressure treated beams	4
73	2X4 studs 92 5/8”	85
74	2x4 16’	12
75	2x4 10’	35
76	2x8 20’	2
77	2x6 16’	8
78	2x6 8’	14
79	1/2” plywood sheeting	32
80	4x9 sheets ½” T-1-11 8” oc OSB siding	18
81	4x8 sheets 3/4" flooring OSB	8
82	16’ 5/4 X 4 white wood	3
83	10’ 5/4 x 4 white wood	4
84	16’ 5/4 x 6 white wood	3
85	Z flashing ½” x 10’	4
86	whitewood SPF PR 1x6 x 16’	1
87	whitewood SPF PR 1x3 x 10’	10
88	whitewood SPF PR 1x3 x 16	8
89	whitewood SPF PR 1x2 x 16	2
90	concrete piers 4x4 saddle with screw height adjustment	11
91	Simpson 2x6 joist hangers	24
92	4x8 sheets 1/2” plywood (ceiling – good on one side)	10
93	4x8 sheets fiberglass reinforced plastic (FRP) and division bars and corners	18
94	4x8 sheets 2” rigid insulation	8
95	36” exterior door with window – right hand	1
96	36” x 48” picture windows	3
97	36” x 36” slider window	1
98	5½ squares asphalt shingles	1
99	roll of 15 lb. tar paper	1
100	40’-- drip edge	1
101	bags R-13 24”x96” batt insulation (60 batts)	6
102	16’x16’ vinyl flooring and 2½ gallons of glue	1
103	exterior door handle with lock	1
104	5 lbs. joist hanger nails	1
105	5 lbs. 8D galvanized nails	1
106	5 lbs. 3½” construction screws	1
107	28 oz. tubes of Liquid Nail	12
108	7¼” finish blade	1
109	H-1 Simpson strong-ties	40
110	tubes of DynaFlex sealant	5
111	Misc Consumables (saw blades, etc)	1
NOTE: Does not include materials needed for the handicap ramps		

Picture of “Microshelter”
(same form factor as “Microhouse”,
but without formal door or windows)

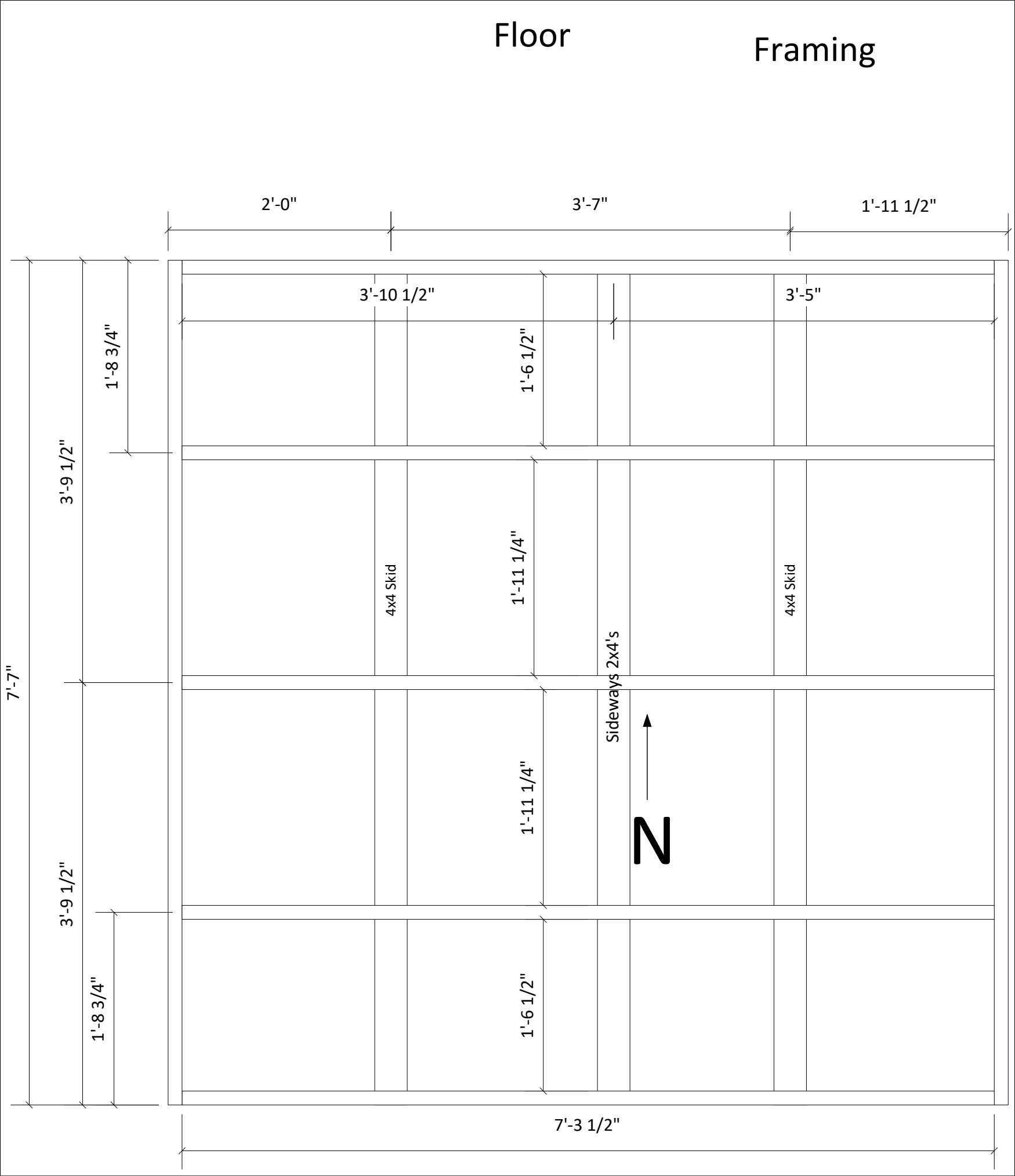


Top View



Floor

Framing



Floor

Flooring

7'-6 1/2"

4'-0"

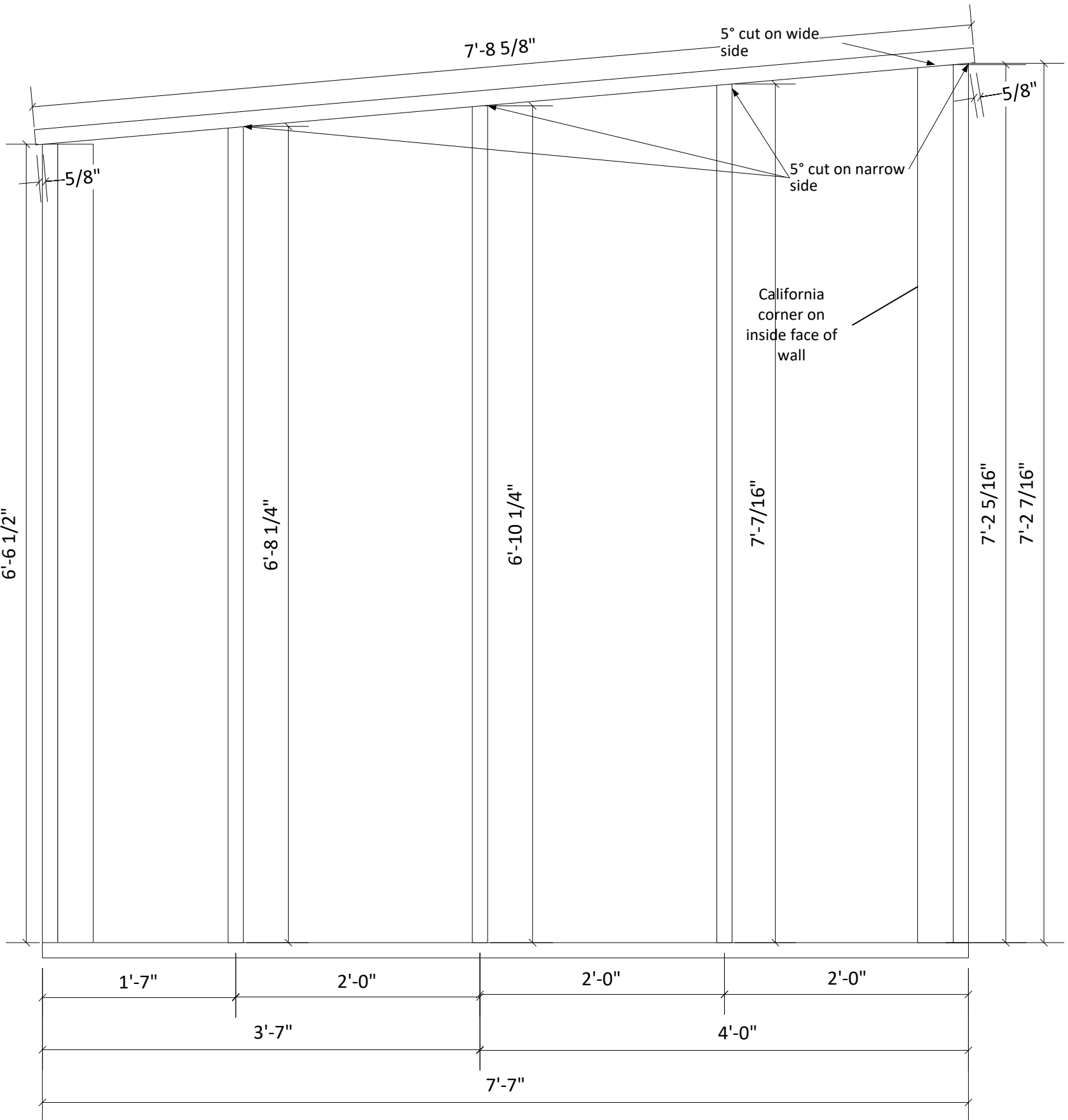
3'-6 1/2"

7'-7"

N

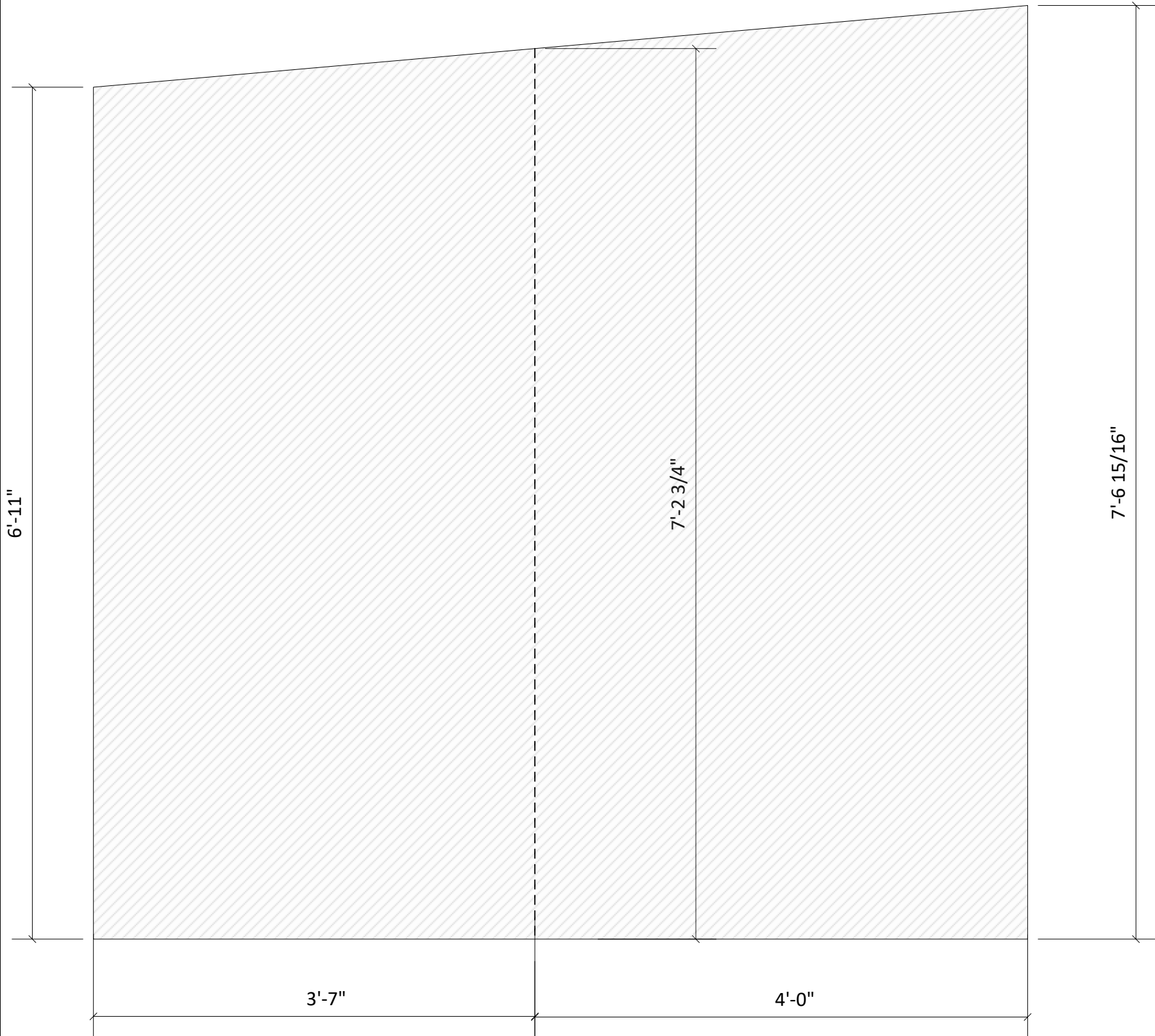
E-W Walls (2, 1 mirrored)

Framing



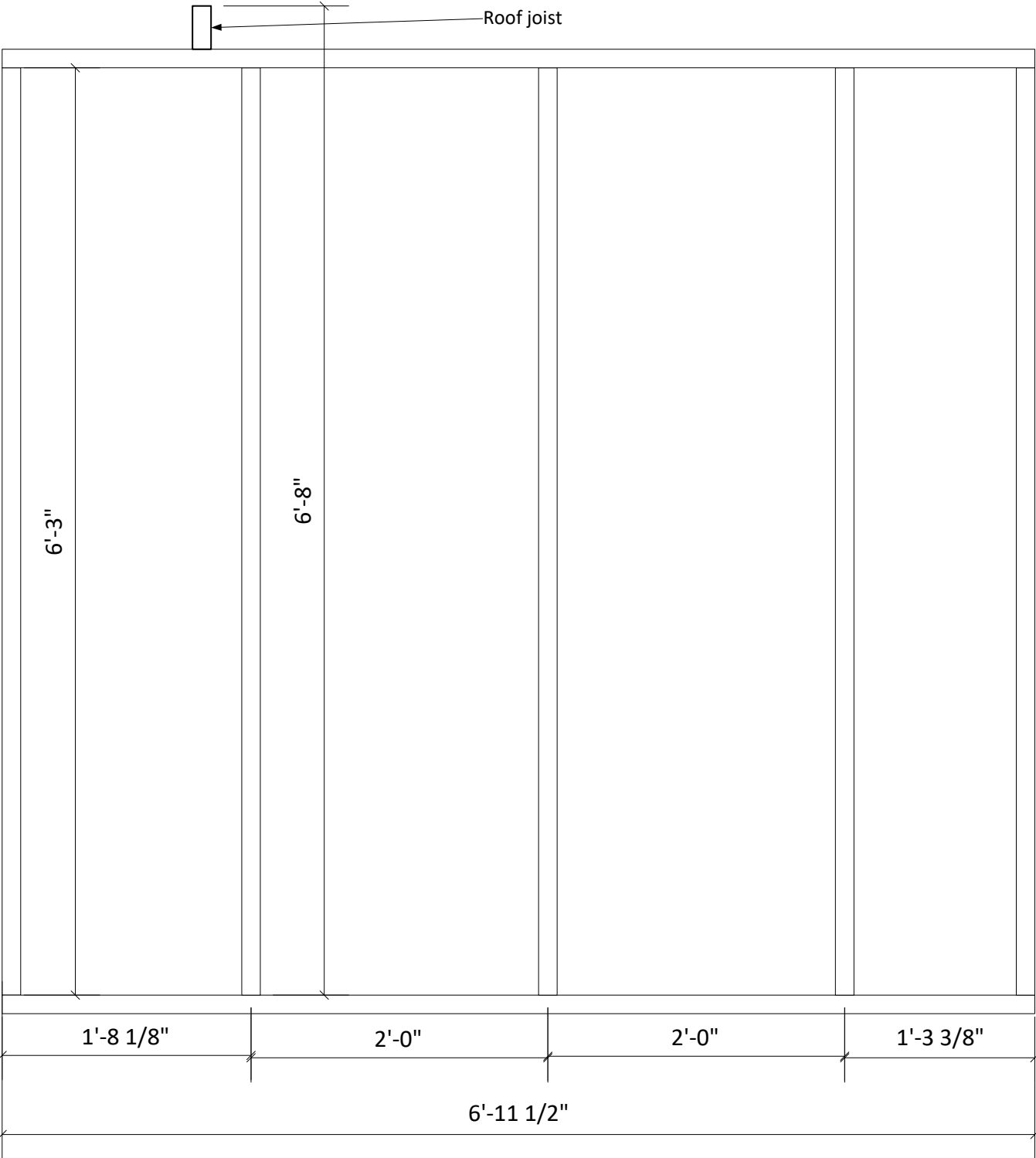
E-W Walls
(2, 1 mirrored)

Plywood



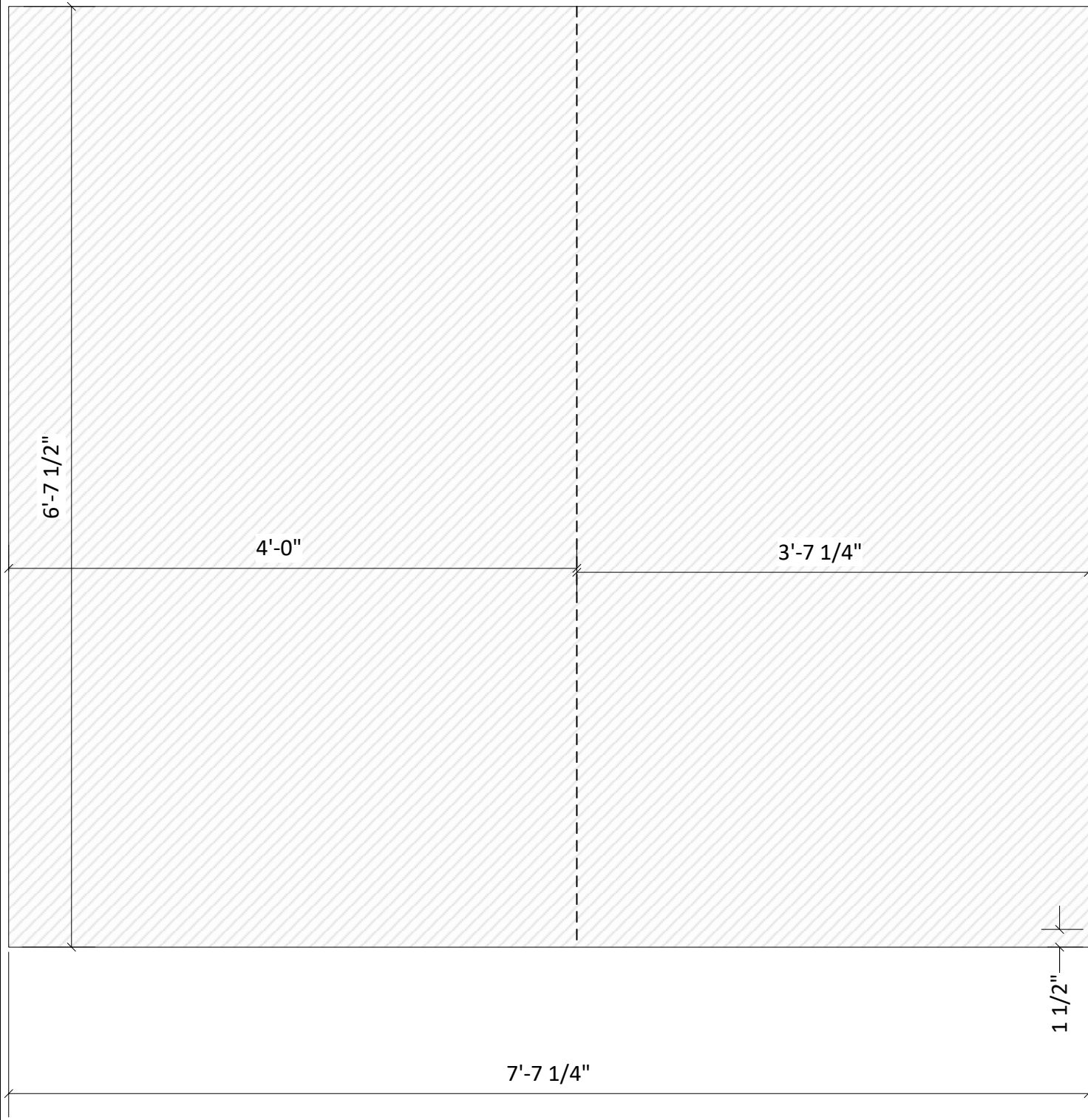
S Wall

Framing

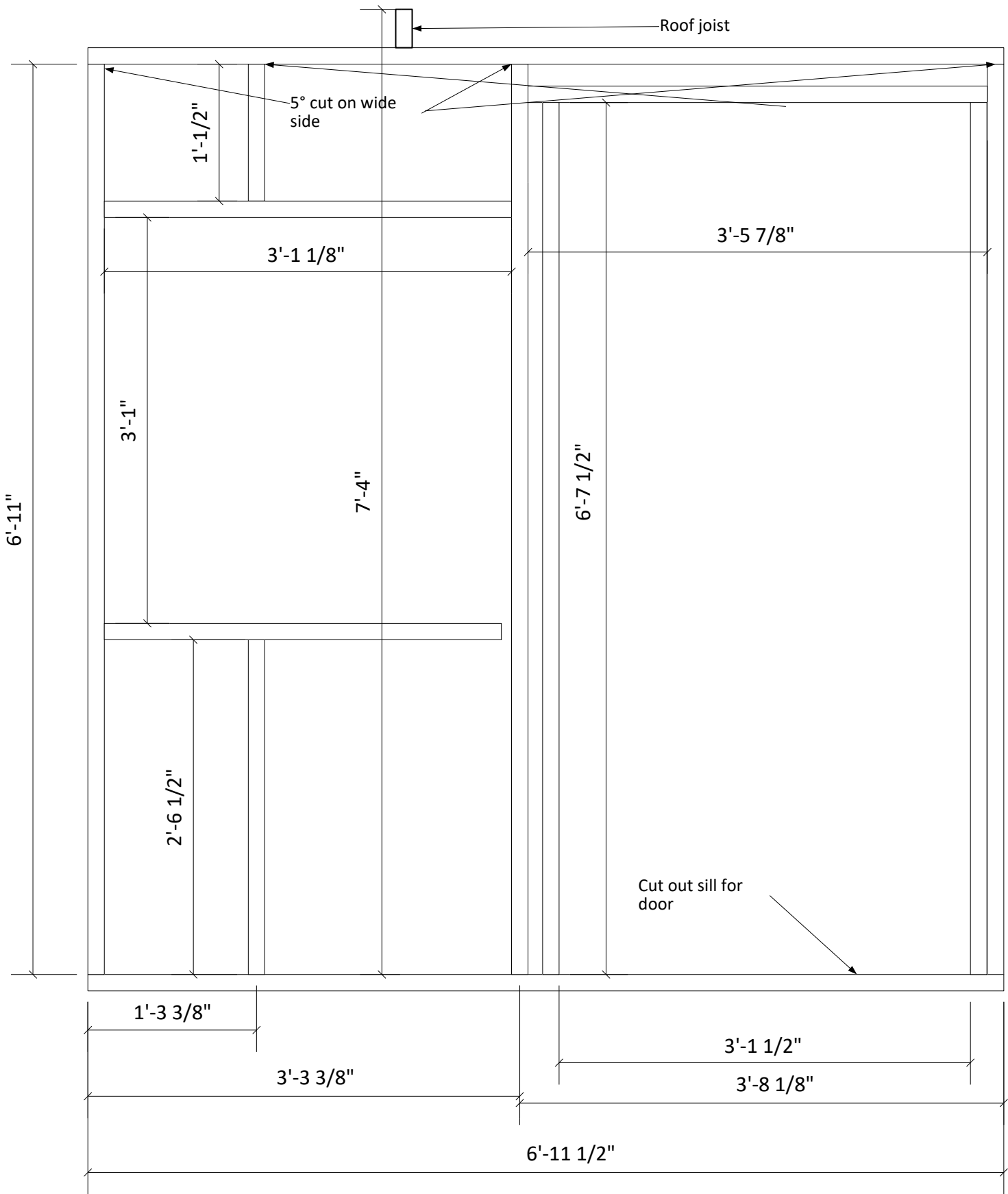


S Wall

Plywood



N Wall Framing



N Wall

Plywood

3' 1" Roughin for 3' Window

3' 1 1/2" x 82" Roughin for 3' x 80" Door

3 9/16"

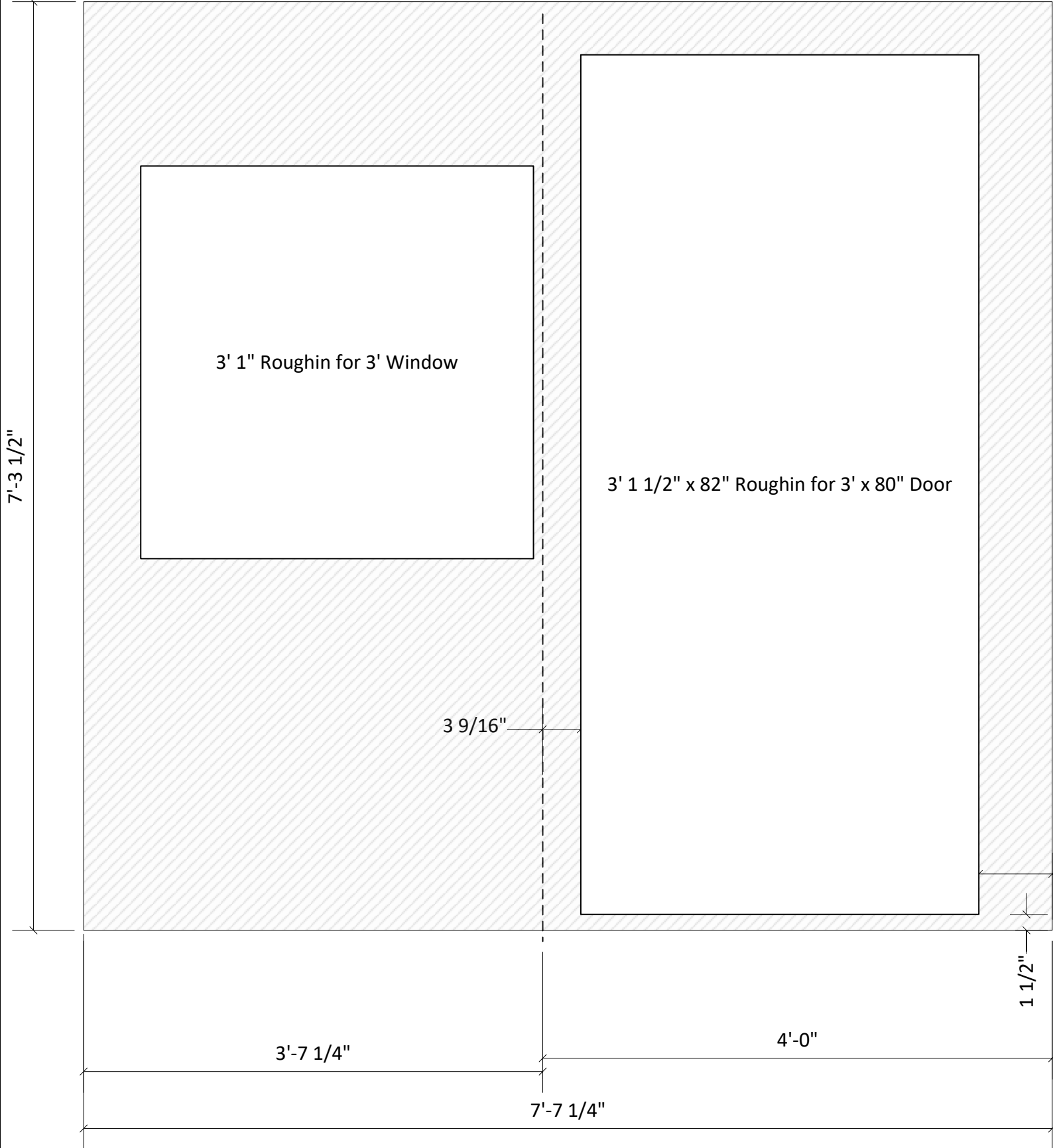
6 15/16"

1 1/2"

3'-7 1/4"

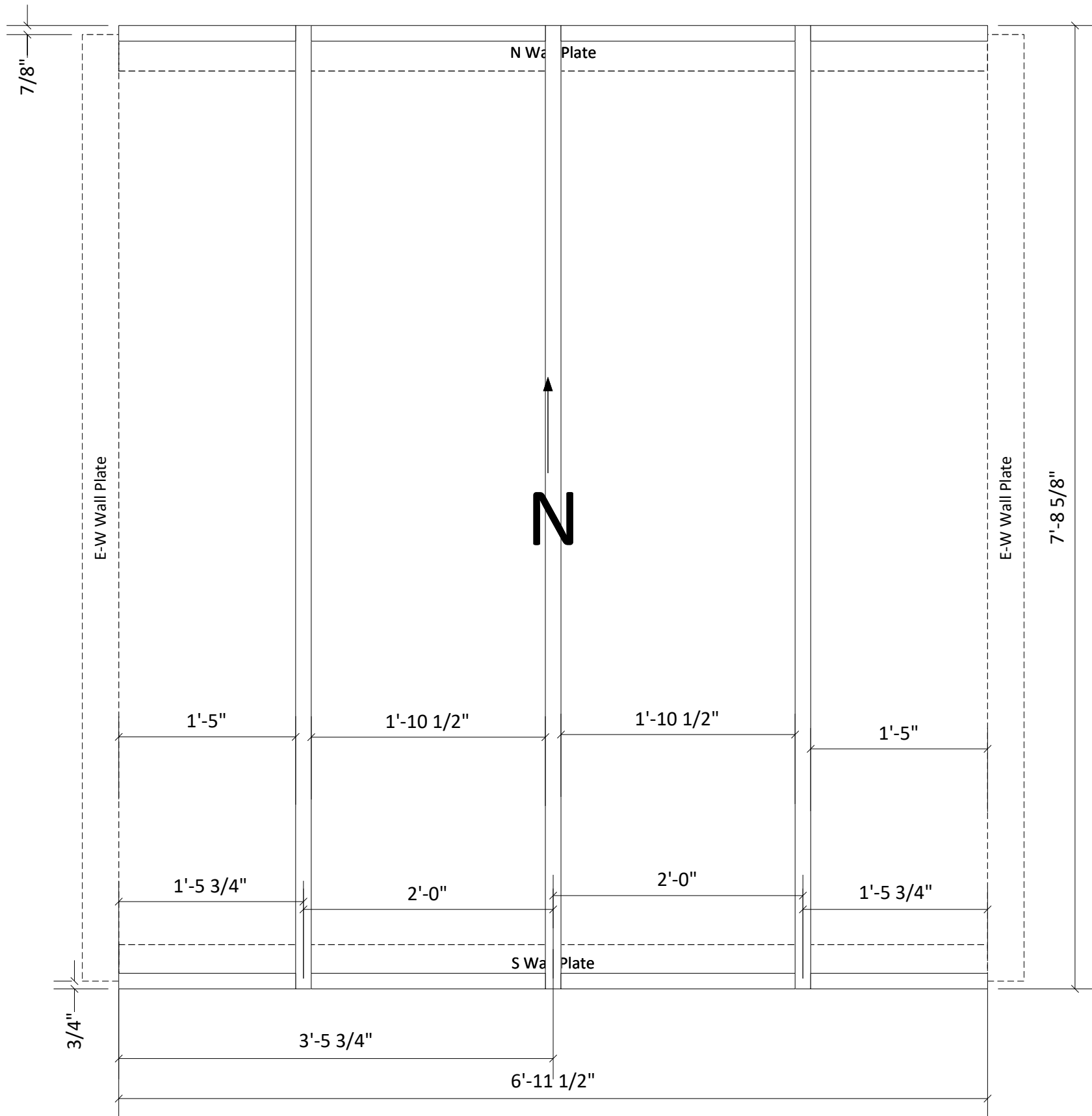
4'-0"

7'-7 1/4"



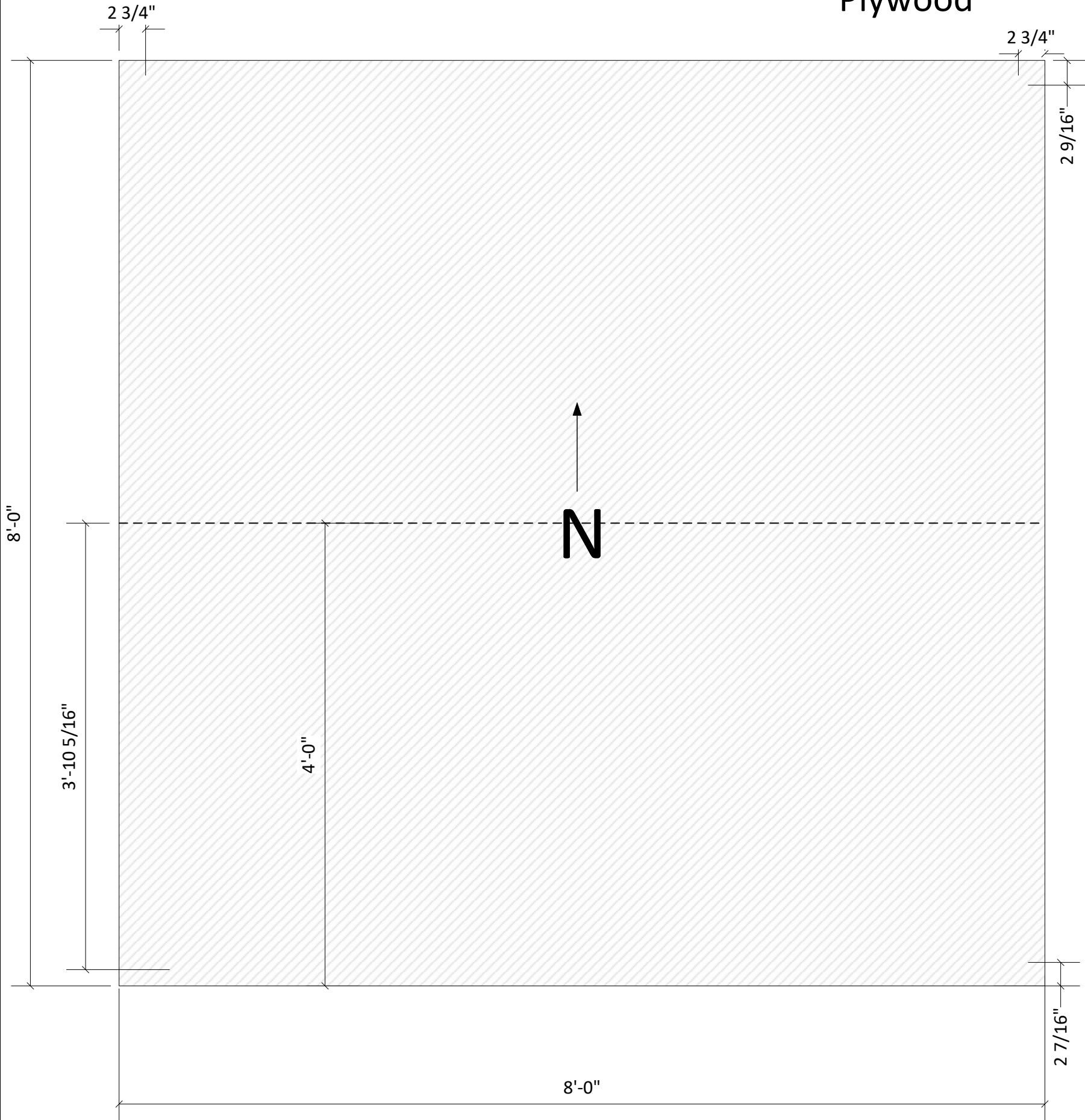
Roof Joists and Plywood

Framing



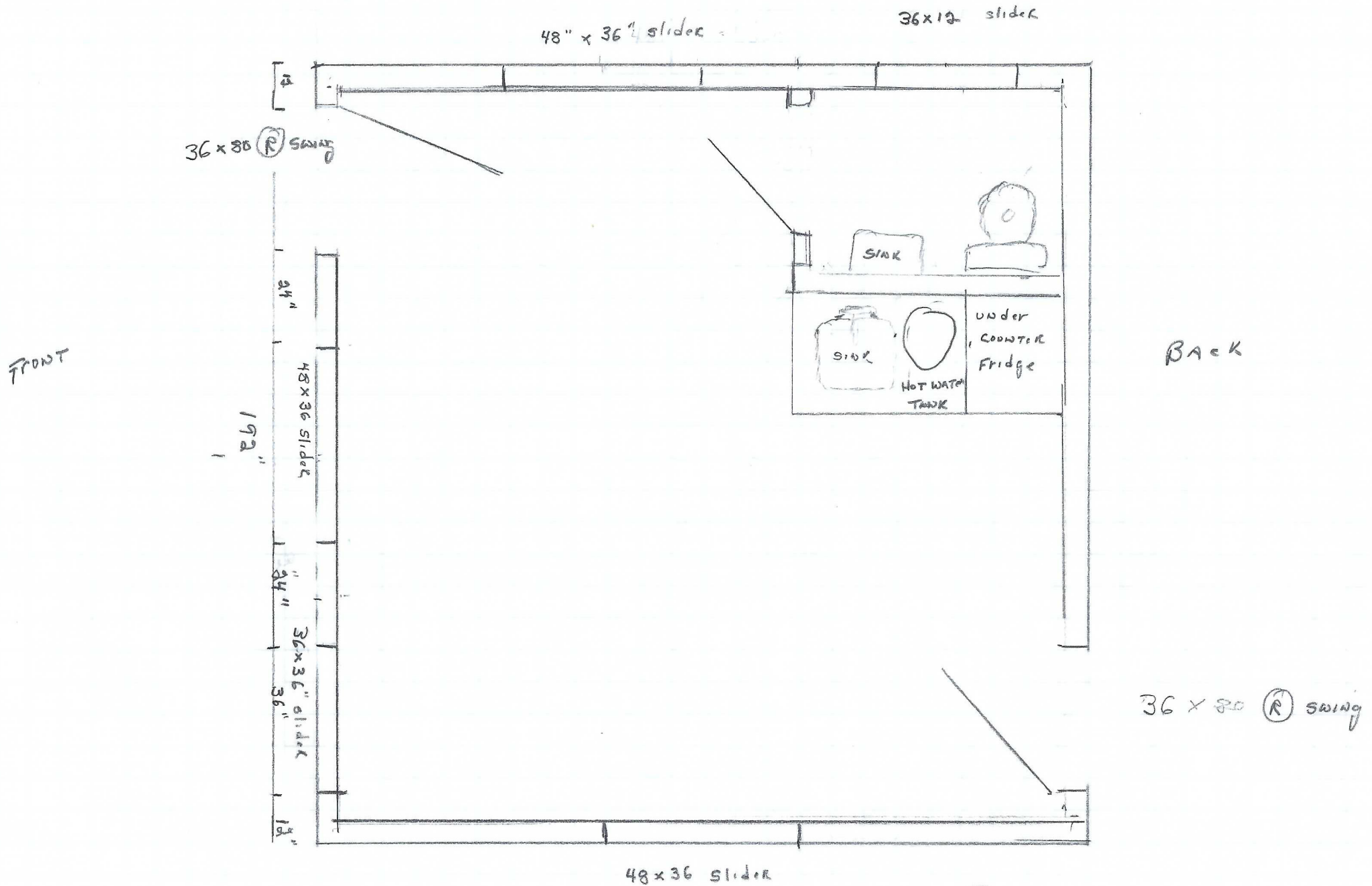
Roof Joists and Plywood

Plywood



QUINCE STREET VILLAGE TEMPORARY OFFICE DIAGRAM

Scale $3/8" = 1'$

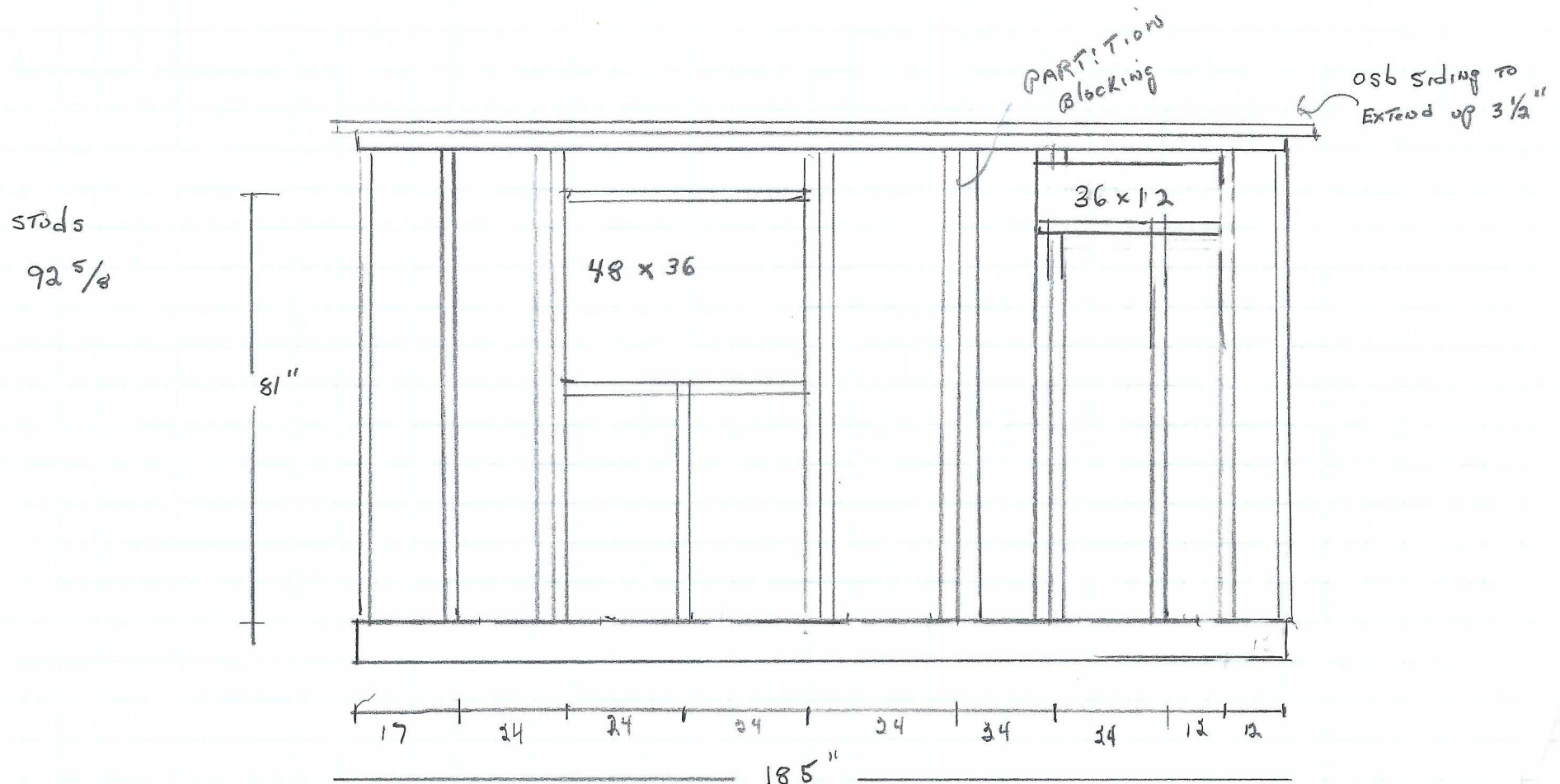


LEFT WALL MATERIAL LIST

- 9 – 2x4 studs 92 5/8"
- 3 – 2x4 16' plates
- 4 – 4x9 sheets of T-1-11 8" oc OSB siding
- 4 – 4x8 sheets of 3/4" melamine white panel
- 8 – wall insulation batts R-13
- 1 – 5/4 x 4 16' white board

- 8 – wall insulation batts R-13
- 1 – 5/4 x 4 16' white board
- 10 – 4x8 sheets 3/8" or 1/2" plywood ceiling
- 5 – 16' 5/4x6" white wood

$$\frac{3}{8} = 1'$$



FRONT WALL

36" exterior door with window

36" x 36" window

door lock

4 – 2x4 10'

14 – 2x4 studs 92 5/8"

3 – 2x4 16' plates

1 – 48" x 36" slider window

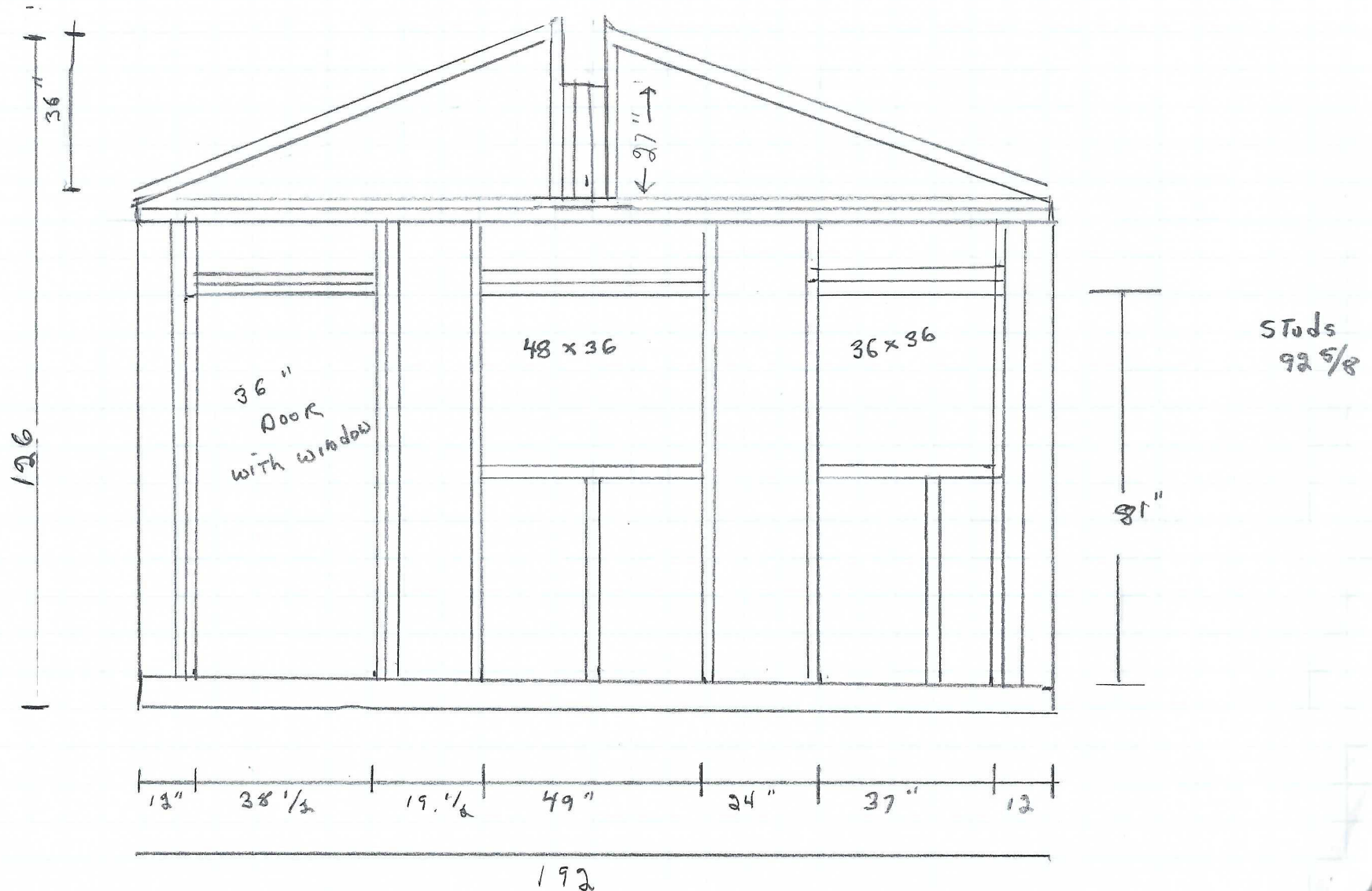
5 – 4x9 sheets of T-1-11 8" oc OSB siding

5 – 4x8 sheets of 3/4" melamine white panels

10 – wall insulation batts R-13

2 – 5/4 x 4 16' white wood corner and door trim exterior

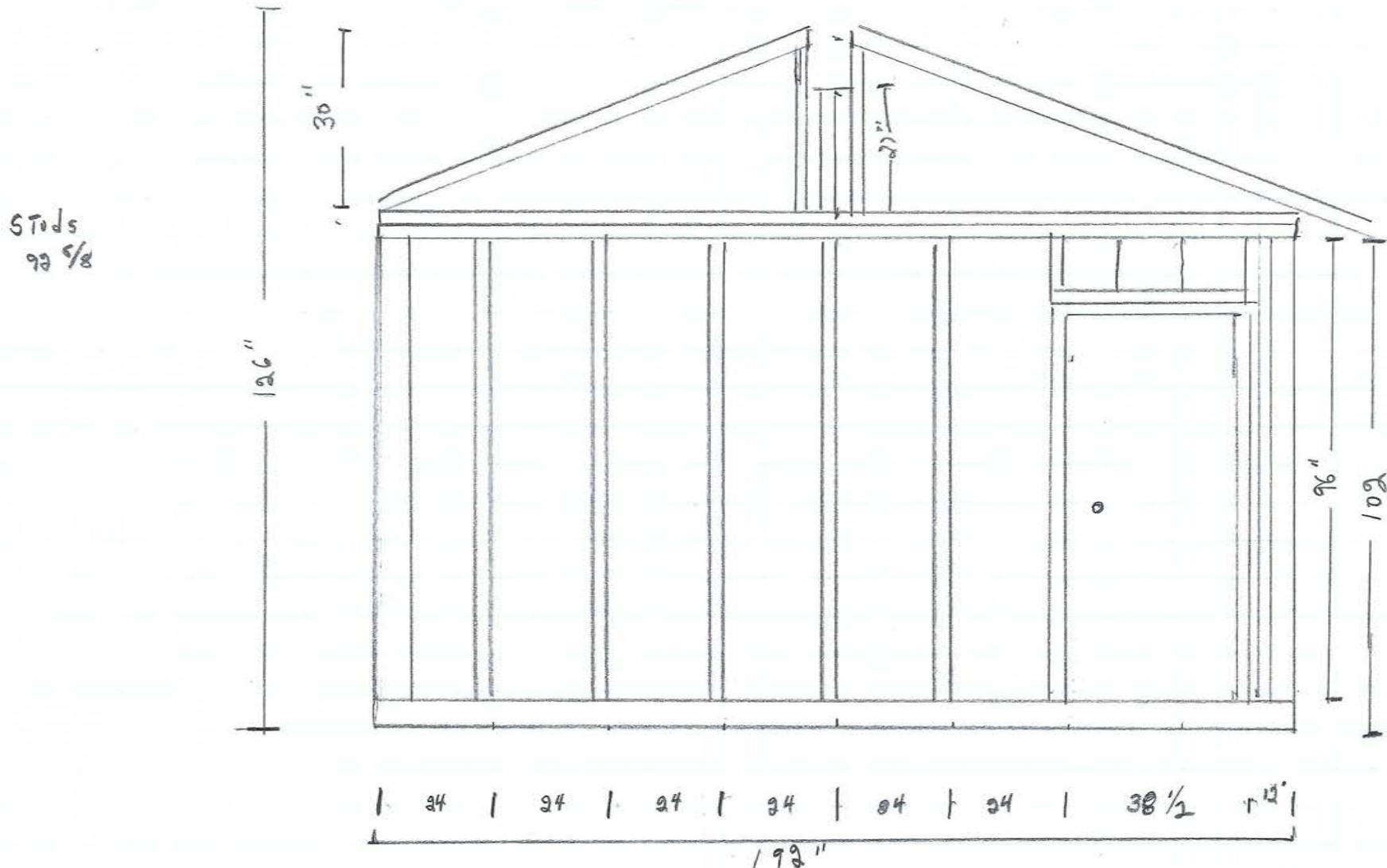
16' of Z flashing 1/2"



BACK WALL

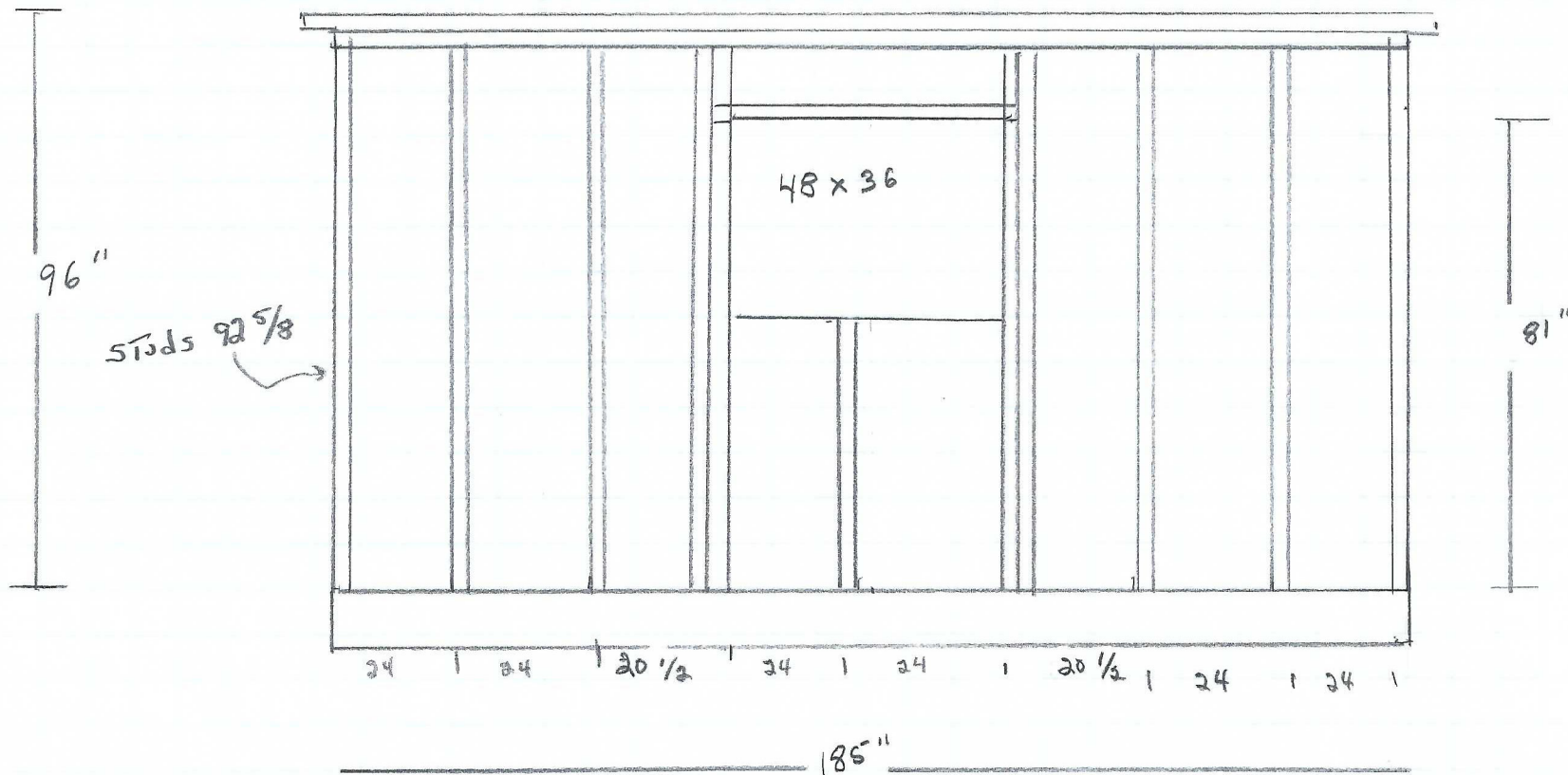
- 1 – 36" exterior door with window
- 14 – 2X4 studs 92 5/8"
- 4 – 2x4 10'
- 3 – 2x4 16' plates
- 5 – 4x9 sheets of T-1-11 8" oc OSB siding

- 5 – 4x8 sheets of 3/4" melamine white panel
- 10 – wall insulation batts R-13
- 1 – 5/4 x 4 16' white board
- 16' of Z flashing 1/2"

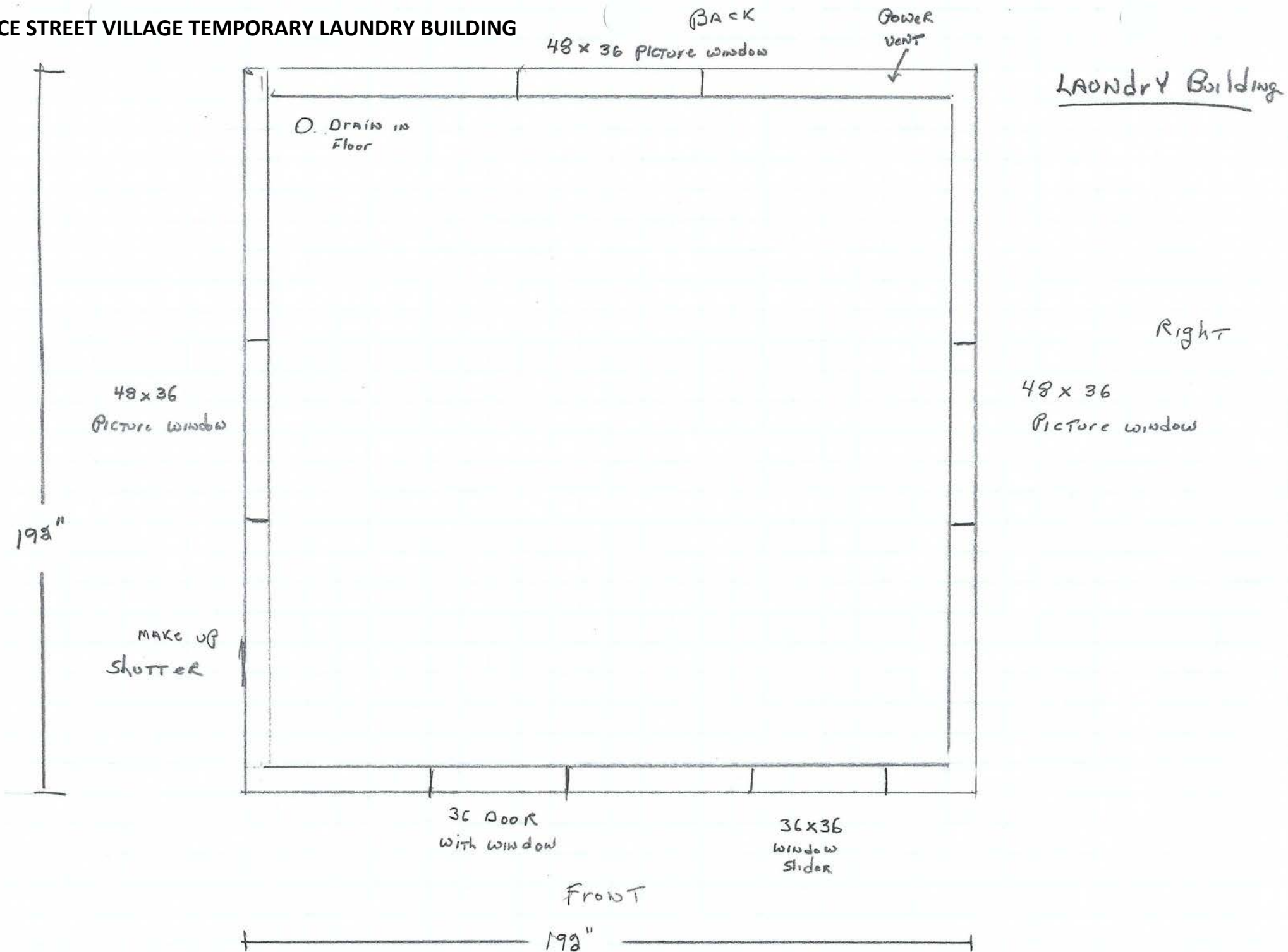


RIGHT WALL MATERIAL LIST

- 9 – 2x4 studs 92 5/8"
- 3 – 2x4 16' plates
- 4 – 4x9 sheets of T-1-11 8" oc OSB siding
- 4 – 4x8 sheets of 3/4" melamine white panel
- 8 – wall insulation batts R-13
- 1 – 5/4 x 4 16' white board
- 1 – 48" x 36" slider window



QUINCE STREET VILLAGE TEMPORARY LAUNDRY BUILDING

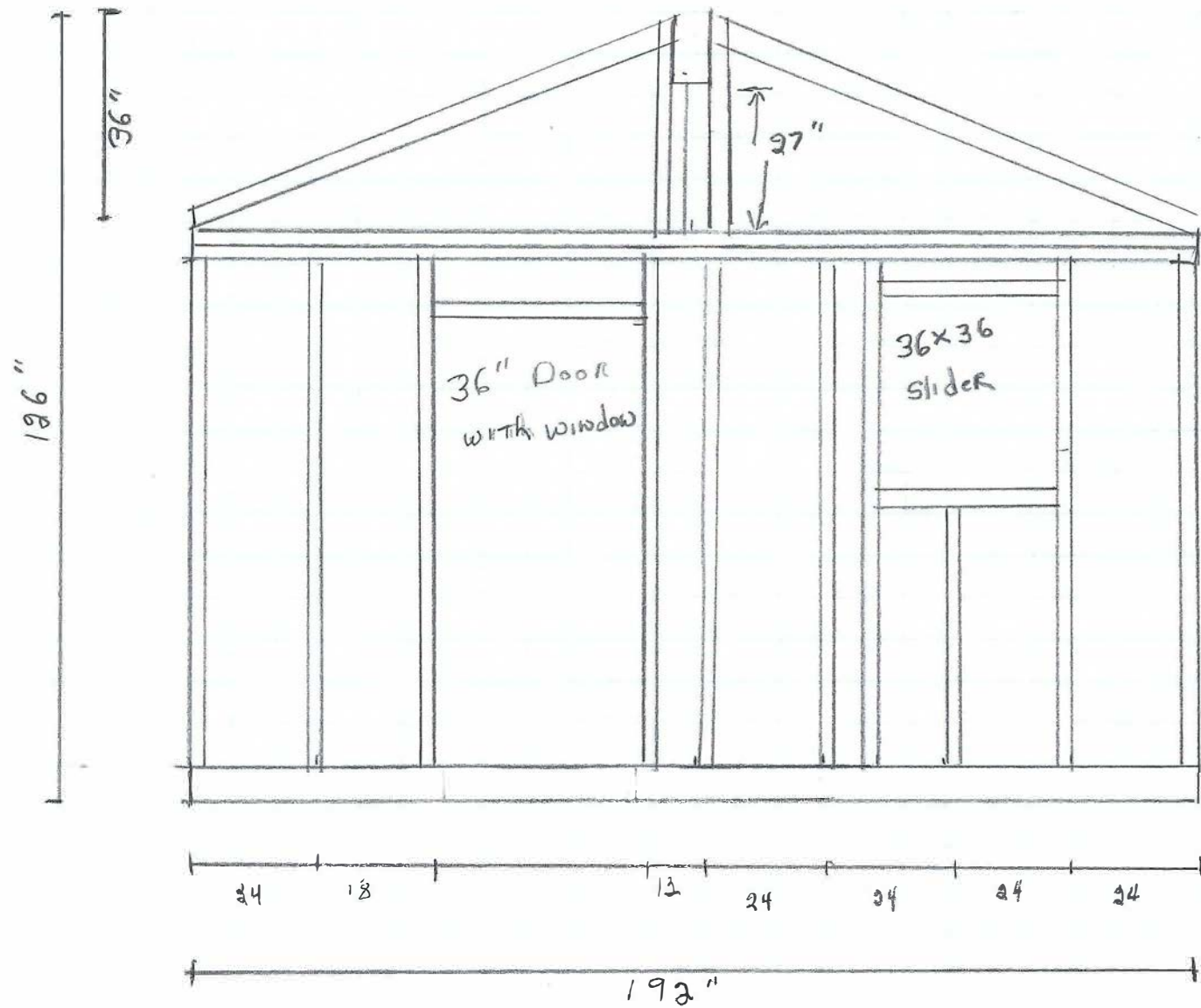


QUINCE STREET VILLAGE TEMPORARY LAUNDRY BUILDING

FRONT

LAUNDRY Building

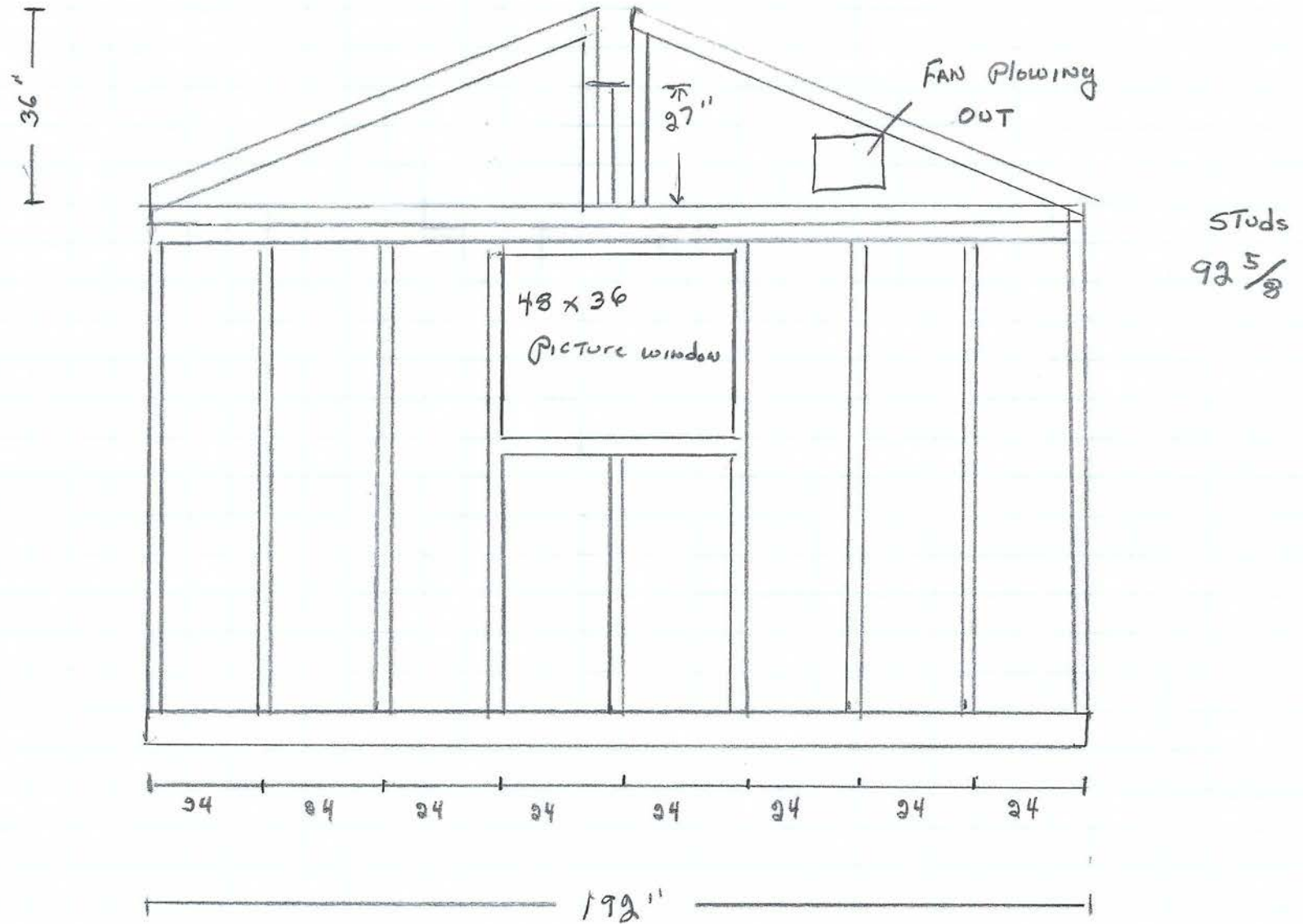
SCALE $\frac{3}{8} = 1'$



STUDS
92 $\frac{5}{8}$

BACK WALL

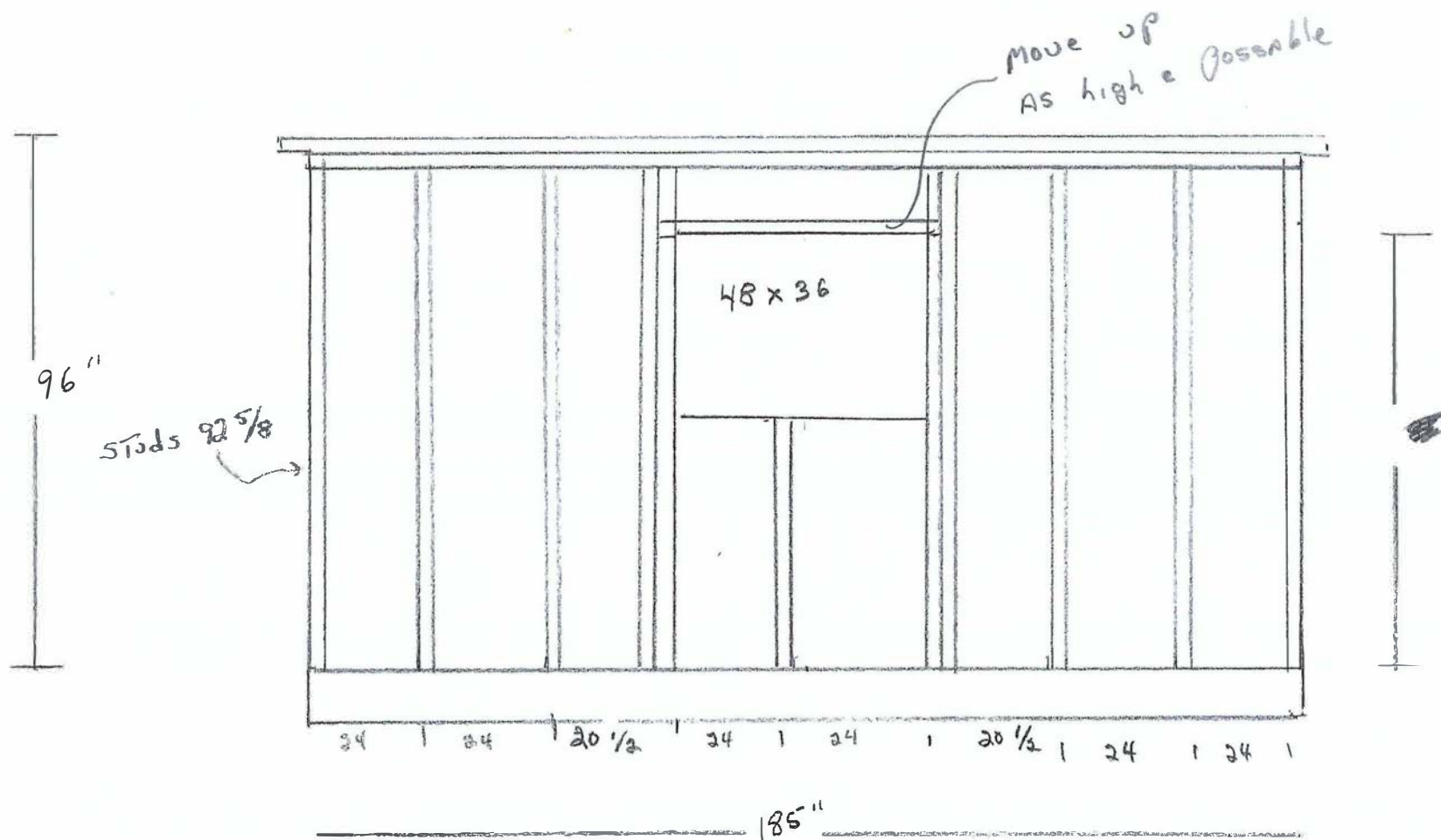
LAUNDRY BUILDING



QUINCE STREET VILLAGE TEMPORARY LAUNDRY BUILDING

LEFT AND RIGHT WALL

LAUNDRY BUILDING





City Council

Approval of a Resolution Authorizing an Agreement with Ice Rink Events for Installation, Operation and Removal of the Seasonal Ice Rink

Agenda Date: 8/16/2022
Agenda Item Number: 4.D
File Number: 22-0722

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

Title

Approval of a Resolution Authorizing an Agreement with Ice Rink Events for Installation, Operation and Removal of the Seasonal Ice Rink

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution authorizing an agreement with Ice Rink Events for installation, operation and removal of the seasonal ice rink (Oly on Ice).

Report

Issue:

Whether to approve the Resolution authorizing an agreement with Ice Rink Events for installation, operation and removal of the seasonal ice rink (Oly on Ice).

Staff Contact:

Scott River, Director - Recreation and Facilities, Parks, Arts & Recreation, 360.753.8506

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Parks, Arts and Recreation Department is ready to host the fourth season of Oly on Ice on the Isthmus Park later this year. With the exception of the pandemic-induced season off in 2020-21, the City has hosted this event since 2018-19. In excess of 20,000 skaters are expected to visit downtown between late November and mid-January this season during what has become an anticipated attraction for experienced and novice skaters alike.

This Resolution will authorize City staff to move forward with a two year agreement, covering both

2022-23 and 2023-24.

Neighborhood/Community Interests (if known):

The community enjoys this event each year. The Olympia Downtown Alliance has been a regular supporter of this event.

Options:

1. Approve the Resolution authorizing an agreement with Ice Rink Events for installation, operation and removal of the seasonal ice rink (Oly on Ice).
2. Do not approve the Resolution authorizing an agreement with Ice Rink Events for installation, operation and removal of the seasonal ice rink (Oly on Ice). Request additional information prior to authorizing staff to move forward. Depending on the type of information needed and time required to secure it, this could delay or cancel the upcoming season.
3. Do not authorize staff to move forward with the return of the seasonal ice rink.

Financial Impact:

The 2022 budget includes most of the necessary funding needed for the 2022-23 season. Total expenses budgeted for the 2022-23 season are \$381,466. \$148,500 is recovered through sponsorships, admissions, grants and miscellaneous concessions. The remaining \$232,966 is supported by the general fund. The 2023 operating budget will fund the January portion of this upcoming season's rink as well as support next season (2023-24).

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND IRE RINKS
NORTHWEST, LLC (DBA ICE RINK EVENTS) FOR INSTALLATION, OPERATION, AND
REMOVAL OF THE SEASONAL ICE RINK (OLY ON ICE)**

WHEREAS, the Parks, Arts and Recreation Department is preparing to host the fourth season of Oly on Ice on the Isthmus Park; and

WHEREAS, except for the pandemic-induced season off in 2020-21, the City has contracted with Ice Rink Events to host this event since 2018-19; and

WHEREAS, the City and Ice Rink Events wish to move forward with a two-year agreement to cover both the 2022-23 and 2023-24 season;

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

1. The Olympia City Council hereby approves the form of Service Agreement between the City of Olympia and Ice Rink Events for installation, operation, and removal of the seasonal ice rink 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 Service Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.


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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



IRE RINKS NORTHWEST, LLC
P.O. Box 133006
The Woodlands, TX 77393
office (936) 273-3887
info@icerinkevents.com
www.IceRinkEvents.com

SERVICE AGREEMENT

CUSTOMER:

CITY OF OLYMPIA, WASHINGTON
P.O. Box 1967
Olympia, WA 98507

SUPPLIER:

IRE RINKS NORTHWEST, LLC
P.O. Box 133006
The Woodlands, TX 77393

Together, the Customer and the Supplier shall be known herein as "Parties".

GENERAL REQUIREMENTS:

The Supplier is to provide certain equipment, installation/removal services, and Management Services for an outdoor, seasonal ice rink (the "Event"); to be staged on a defined site (the "Event Site") at Isthmus Park, 529 4th Ave. W, Olympia, Washington. The term of this service proposal shall be for (2) years covering the 2022-2023 and 2023-2024 operating seasons. For the 2022-2023 operating season, to be open November 17, 2022 through January 16, 2023.

REQUIRED TIMING:

Execution of Agreement to Proceed:	No later than August 19, 2022
All Required Permits Obtained, If Required:	October 1, 2022.
Site Preparation:	Completed not later than October 23, 2022.
Installation Window:	October 24, 2022 – November 16, 2022.
Open for Skating:	November 17, 2022 – January 16, 2023.
Removal Window:	No later than January 31, 2023

EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

Part A. Equipment & Professional Services

1. Professional Project Manager Assigned to the Event (advance coordination with Client, other primary vendors, timeline planning, coordination of installation, coordination of removal).
2. Pre-Event Design Services
3. Pre-Event and On-Going Professional Support Services
4. Modular Roll-Out Cooling Mat System (for 52'x100' ice surface).
5. 100-Ton Refrigeration System/Pumps/Hoses/Expansion Tank.
6. Glycol Anti-Freeze Coolant Charge (transfer pump; poly tanks).
7. Sub-Rink Vapor Barriers (as required).
8. Modular Dasher Board System (for 52'x100' ice surface)
9. Rental Ice Skates, Sharpened (350-pair). Skates will be evaluated annually and will be replaced as necessary.
10. Rubber Floor Mats for Skate Change Area (90-ea 4'x6', or 2,160-sf).

City of Olympia – Holiday Ice Rink 2022-2023
SERVICE AGREEMENT

11. 6 Skate Aids
12. Ride-On Mechanical Ice Resurfacing Machine; all related ice maintenance equipment.
13. 15 Steel-Mesh Benches for Skate Change Area
14. Service Counter; One for POS and One For Skate Rental Operation
15. General Carpentry and Finish-Out of Rink Perimeter.
16. Framed Cover Over Rink Header; Grey-Black Turf Carpet to Finish Rink Perimeter/Deck.
17. Grey-Black Turf Carpet As Perimeter Trim.
18. All Professional Supervision for Installation/Removal.
19. All General Labor for Installation/Removal.
20. Refrigeration Technician On-Call 24/7 During Entire Term.
21. Travel Expenses/PerDiem Expenses for Out-of-Town Professionals.
22. All Tools, Equipment, and Supplies for Installation/Removal.
23. All Transportation and Freight from/to Factory/Storage.
24. All Required Commercial General Liability Insurance Coverage, Commercial Automotive Insurance Coverage, Workers' Compensation Insurance Coverage.
25. Policy and Procedures training and manuals for Rink Operation
26. General training for Rink/Event Manager regarding rink operation, injury procedures and facility safety.
27. In Season adjustments to relevant updates to local health regulations as amended prior to and during season.
28. All installation items that are the responsibility of the Supplier must meet related building codes. The Supplier accepts responsibility to identify, understand and successfully complete all measures prior to the first hour of operation.

Part B. Local Tent and Platform Rentals

1. 66'x132'x12' Clear-Span Pavilion Tent. Includes hi-bay lighting fixtures.
2. Subfloor for Skate-Change Area, Service Counter, and Ice Resurfacer.
3. ADA Ramps "Up" to Deck, 8-Ft Width, Approx. 12-Ft Length, If Necessary. Must meet local code requirements prior to opening.
4. Hard Cassette Walls (Clear on South and East-sides, White on North and West-sides).
5. Three Sets of Glass French Doors; One for Main Entry/Exit; Two for Emergency Exit.
6. All Supervision for Set-Up and Strike.
7. All General Labor for Set-Up and Strike.
8. Travel Expenses/Per Diem Expenses for Out-of-Town Professionals.
9. All Tools, Equipment, and Supplies for Set-Up/Strike.

Part C. Turnkey Execution, Professional Management Services, and Day-to-Day Operation

The Supplier shall provide the total operation of the Event and facility. The facility shall be maintained by Supplier on a daily basis to fulfill this obligation. Specific inclusions:

1. General project management
2. On-site manager/asst. manager on-duty all operating hours.
3. Day-to-day operating personnel; to include cashier functions (if any), skate rental attendants, skate monitors, ice maintenance, and ice technician functions.
4. All personnel shall be screened for national criminal history and professional reference checks.
5. Operating hours shall be generally defined to be: Weekday Schooldays (M-TH), 3:30-9:00pm; Weekday Schoolday (F), 3:30-10:00pm; Saturdays, 10:00am-10:00pm; Sundays, 10:00am-8:00pm; School Break (M-TH), 10:00am-9:00pm;

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School Break (F), 10:00am-10:00pm. The final public operating hours shall be determined by mutual agreement between both Parties, not later than September 15 prior to the operating season; any change to this schedule shall be discussed and approved in writing by both Parties.

6. Staffing for private events, including sponsor parties, field trips, and charitable events, not to exceed 15 hours in total. Such events shall take place outside of public operating hours. Hours shall be determined by mutual agreement between both Parties, prior to the operating season; any change to this schedule shall be discussed and approved in writing by both Parties.
7. All periodic maintenance of the ice surface using manual, hand-held resurfacing devices and the mechanical resurfacing machine, at proper times to maintain a functional public ice rink venue.
8. All ice maintenance in relation to weather events such as rain, during the term of each operating season.
9. All daily ice-making, ice-flooding, or other manicuring of the ice surface.
10. The general monitoring of the refrigeration system and ice surface; the maintenance of a refrigeration and ice-condition logbook, recording the operating temperatures, expansion tank level, the ambient weather conditions, and the overall condition of the ice surface.
11. Daily, periodic inspection of the entire ice rink facility
12. The general monitoring of the ice surface by staff personnel in visual observation of public skaters.
13. The distribution of an admission wristband, with graphics thereon to include a consecutive-number and statement of acceptance of risk, to each and every participating skater entering the facility; general confirmation and observation that each participating skater has been issued an admission wristband affixed to their person.
14. The maintenance of Incident Reports regarding any incident on or about the ice rink venue.
15. The stocking, cleaning, and maintenance of the rental ice skates.
16. The retail sale of socks, mittens, and souvenir merchandise associated with the ice rink venue, and other retail/gift items associated with ice skating, if desired.
17. Routine confirmation of public announcements of skater information during the public operating times.
18. Appropriate holiday and carefully programmed music selections; music/announcement recording; professional announcements regarding events and sponsorships, and general entertainment.
19. All human resource functions for ice rink-specific personnel, local staff recruitment, payroll and taxation functions; worker's compensation insurance.
20. Employee uniforms
21. POS/cash register equipment; cash register supplies; online ticketing, on-site mobile ticketing, and online liability waivers.
22. Mobile service for the rink manager; email service for the rink manager.
23. Day-to-day operating supplies including towels, disinfectant for skates, etc.
24. First-aid supplies kit.
25. General housekeeping of the ice rink specific facility during operating day.
26. Text for Customer-produced signage for operating procedures and skater responsibility.
27. Liability insurance protection with Customer, other parties as may be identified by the Customer, and any rink-specific commercial sponsor, as additional insured parties;

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worker's compensation insurance, automobile liability insurance coverage.
28. Any and all sales and use taxes, occupational taxes, and other license or fee levied upon the Supplier in regard to the operation of the venue.

FINANCIAL TERMS

Part A. Equipment & Professional Services

Total Cost \$147,619.00

Payment Terms: 40% due upon execution of agreement;
20% due upon equipment arrival on site;
20% due on December 1, 2022;
20% due on December 21, 2022.

Part B. Local Tent and Platform Rentals

Total Cost \$87,400.00

Payment Terms: 50% due upon equipment arrival on site;
50% due upon completion of install.

Part C. Turnkey Execution, Professional Management Services, and Day-to-Day Operation

Total Cost \$129,916.00

Payment Terms: Deducted from Revenue. If applicable, any deficit will be due, and payable to IRE no later than January 31, 2023.

The total cost of Part A, B & C may be amended for the 2023-2024 season, up to and not to exceed, the annual percentage increase of the Seattle-Tacoma-Bellevue Consumer Price Index (C.P.I) for the year ending in the month of June 2023.

1. Gross Revenue Handling/Audit Trail
1. Event revenues to be retained by Supplier in Event-dedicated bank account, with various ticket sale audit materials available for inspection by the Customer, including consecutively-numbered wristbands, POS/cash register detail report, credit card reports, bank statements, and on-line POS monitoring.
2. Daily business report provided to the Customer; Gross sales revenues and attendance statistics shall be included, for each business day, and a cumulative report season-long.
3. Eighty-five percent (85%) of sock/mitten sales to be retained by Supplier.
4. Fifteen percent (15%) of Customer provided merchandise sales to be retained by Supplier.
5. Gross revenues, less Part C costs, less applicable sales tax, less credit-card processing fees, Waiver / Reservation Fees, less 4% insurance fee, shall be delivered to the Customer in two installments— December 31, 2022, and January 25, 2023.

CUSTOMER RESPONSIBILITIES:

2. 3-phase, 480-volt, 400-600-amps continuous power source for refrigeration; electrical connection from the chiller to the power source; 110-volt power for installation tools, cash register, rink-side kiosk operation, and resurfacer recharging. All electric distribution at Event Site, as required.
3. A level site required for footprint of ice surface; created by installation of a temporary sandbox or the pre-season leveling of the crushed marble, to the Supplier's specifications.
4. Continuous water supply available immediately adjacent to the Event Site.
5. Reserved location for the refrigeration trailer beside "non-public-end" of the Event Site.
6. Special-effects lighting as desired; holiday décor/holiday lighting, as desired.
7. Portable sound/P.A. system, installed/removed.
8. Secure, high-speed wireless internet access.
9. General overnight security presence/observation of ice rink facility. Overnight security will be contracted between 10pm and 8am beginning November 16, 2022 and conclude January 17, 2023.
10. Coordination of all permits and licenses, if required; architectural/engineering drawings, if required by building permit or coastal permit agencies.
11. Any and all barricades, fencing, and other requirements to conform to local codes or to demands by local, county, or state authorities.
12. Identified parking in close proximity to the rink for Supplier's personnel.
13. Trash bins; daily disposal and maintenance during the Event.
14. General trash/refuse removal following the installation and removal of the equipment, provided the Supplier will accept responsibility for any waste as a result of incorrect or spoiled equipment delivered to the site.
15. Any and all sales and use taxes and any other local license or local fee levied upon the Supplier regarding execution of the event and an agreement.
16. Landmark signing and directional signing to brand the event, and provide for easy location of the event by users.
17. Operational signing and liability-related signing, to match the branding or style of the total event.
18. All P.R./marketing/promotional components to drive attendance and public attention to the event.
19. The confirmation, if desired, of commercial sponsorships in support of the event. All commercial sponsorship proceeds to the Customer; all costs of sponsorship activation, branding, graphics by the Customer. The confirmation of media/print/radio/television media sponsorships in support of the Event, as desired.
20. Up to eight(8) hours of meeting room space at The Olympia Center for meetings exclusive to the needs of Ice Rink Events. The hours must be during regular building hours and are available between September 1, 2022 and January 31, 2023. Any additional hours will be charged at the standard meeting room rates offered by the City.
21. Group and field trip reservation management; daily monitoring and follow-up to book group reservations, as required to serve the Customer's users. Dates, times, and advance notice procedures acceptable to both parties will be identified prior to commencement of the acceptance of reservations.

TERMS AND CONDITIONS:

1. **OWNERSHIP AND ENCUMBRANCES.** Title to and ownership of the equipment provided by the CUSTOMER herein is and shall at all times remain in the ownership of the CUSTOMER or its third-party suppliers, and SUPPLIER shall have no right, title or interest therein. Title to and ownership of the Equipment provided by the SUPPLIER herein and brought by the SUPPLIER onto the Property is and shall at all times remain in the ownership of the SUPPLIER, and CUSTOMER or Property owner shall have no right, title or interest therein. The respective CUSTOMER and SUPPLIER shall keep the other party's equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind and shall give the other party prompt notice of any attachment or judicial process affecting the Event site, and/or the Equipment delivered to the Event site by the SUPPLIER or the SUPPLIER's sub-contractors.
2. **USE AND MAINTENANCE.** The SUPPLIER shall be solely responsible for the use and maintenance of the SUPPLIER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the SUPPLIER; the SUPPLIER shall not use, operate, maintain, or store the SUPPLIER-provided Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER shall be solely responsible for the use and maintenance of the CUSTOMER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the CUSTOMER; the SUPPLIER shall not use, operate, maintain, or store the CUSTOMER-provided equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER and the SUPPLIER shall not alter the Event-related equipment or affix any accessory to it if doing so would impair its originally intended function or use or reduce its value. Any such graphics that the CUSTOMER shall attach to the SUPPLIER'S dasher boards, ice resurfacers, or other Equipment shall be of the proper specification to be removed upon the conclusion of the Event; if not removed, the CUSTOMER shall be liable for the costs for the SUPPLIER to remove such graphics, or for the costs to replace such dasher board facings if such graphics cannot be sufficiently removed for dasher board re-use by others. If there shall be damage to any SUPPLIER Equipment due to power surges, irregular power supply, or power failures, the CUSTOMER shall be liable for any cost to repair or replace such Equipment.
3. **DAMAGE OR LOSS OF EQUIPMENT.** The CUSTOMER shall not be liable to the SUPPLIER in case of any loss or damage to the SUPPLIER-provided Equipment in existence at the Event site, including loss caused by fire, theft, natural disaster, terrorism, or other damage which occurs while the Equipment required herein is in existence on the Property, except in the case of any power surge, irregular power supply, or power supply as stated above herein. The SUPPLIER shall not be liable to the CUSTOMER in case of any loss or damage to the CUSTOMER provided equipment in existence at the Property, including loss caused by fire, theft, natural disaster, terrorism, or any other damage.
4. **INDEMNIFICATION.** To the fullest extent permitted by law, the SUPPLIER shall indemnify, defend and hold harmless the CUSTOMER against any claim, demand, damage, loss, expense, liability or penalty, including but not limited to attorneys' fees arising out of or anyway connected to the SUPPLIER's performance or lack of

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performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, liability, or penalty (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused in whole or in part by any actual or alleged negligent or willful act or omission of the SUPPLIER, the SUPPLIER'S employees, agents, assigns, sub-contractors, or any third party that is directly or indirectly employed by the SUPPLIER or anyone for whose acts the SUPPLIER may be liable pursuant to the performance of its Agreement with the CUSTOMER. It is specifically and expressly understood that the indemnification provided herein constitutes the SUPPLIER'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.

To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend and hold harmless the SUPPLIER against any claim, demand, damage, loss, expense, or including but not limited to attorneys' fees arising out of or any way connected to the CUSTOMER's performance or lack of performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, or liability (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any actual negligent or willful act or omission of the CUSTOMER, CUSTOMER'S employees, or officials.

5. **INSURANCE MAINTAINED AND ASSUMPTION OF RISK BY THE SUPPLIER.** The SUPPLIER assumes all risk and liability for the public use of the Event Site required herein by the CUSTOMER'S invitees, participating skaters, spectators, officers, employees, agents, representatives, and all other persons. And for all personal injuries and property damages arising therefrom or incidental thereto, in relation to the placement and existence of the SUPPLIER-provided equipment, facilities, and personnel, and for any and all work by third party vendors contracted by the SUPPLIER.

The SUPPLIER shall maintain, at the SUPPLIERS expense, Commercial General Liability insurance coverage in such amounts as is necessary to protect the SUPPLIER and CUSTOMER against claims for personal and property damage arising out of this Agreement, with - \$1,000,000 per occurrence, and \$5,000,000- aggregate, and shall provide evidence of such insurance coverage in the form of a Certificate of Insurance and endorsement naming the City of Olympia as an additional insured party, using ISO endorsement form GC 2026, or coverage at least as broad; such Certificate of Insurance and amendatory endorsement(s) shall be delivered to the Customer no later than November 1, 2022. The provisions of this paragraph shall survive the termination of this agreement.

6. **ASSUMPTION OF RISK BY THE CUSTOMER.** The CUSTOMER assumes all risk and liability for the CUSTOMER's, or any third-party contractor equipment and work required herein when performed or supervised by the CUSTOMER's employees, agents, assigns, sub-contractors or any third party under direct control or under direct contract to the CUSTOMER, and for all personal injuries and property damages arising therefrom or incidental thereto. The provisions of this paragraph shall survive the termination of this Agreement.

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7. **WARRANTY.** The SUPPLIER makes no warranties, express or implied, regarding the merchantability and fitness of the Equipment for any particular purpose, except as is defined within this Agreement. No agreement varying or extending the foregoing warranties, remedies, or any other limitation herein will be binding upon the SUPPLIER unless in writing, signed by a duly authorized officer of the SUPPLIER. Under no circumstances shall the SUPPLIER be held liable for any special, indirect, incidental, or consequential damages. The SUPPLIER hereby informs the CUSTOMER that acts of God, power failures, acts of terrorism, and/or vandalism to the SUPPLIER'S Equipment may cause the melting of the ice surface or portions thereof and/or damage to the ice surface, and the closing of the Event. The SUPPLIER hereby informs the CUSTOMER that above-average daytime temperatures, direct sun, and warm, windy conditions may cause melting of the ice surface for any temporary ice rink; the SUPPLIER shall work to minimize the negative effects of such conditions, if applicable.
8. **SEVERABILITY AND ENFORCEABILITY.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent that such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
9. **INDEPENDENT CONTRACTORS.** It is understood and agreed that each of the parties hereto is an Independent Contractor engaged in the operation of its own respective business and that neither party shall be considered to be an agent of the other party for any person and any purpose whatsoever, except as otherwise expressly stated in this Agreement.
10. **EXCLUSIVE TERRITORY.** The SUPPLIER hereby designates Thurston County, Washington as the CUSTOMER'S exclusive area (the Exclusive Area). The SUPPLIER will not, during the term of this Agreement, provide management services to any other supplier, or establish any company-owned Event, within the Exclusive Area, except where the Supplier has acquired the written permission of the Customer.
11. **AMENDMENTS.** No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto. Increased costs specifically allowable for the 2023-2024 season in the FINANCIAL TERMS section of this Agreement may be authorized in writing on behalf of the CUSTOMER by the City of Olympia City Manager or designee.
12. **NOTICES.** All notices, requests and demands shall be given in writing and shall be deemed to have been given to or made upon the respective parties hereto, when delivered by registered or certified mail, return receipt requested, addressed to any party hereto at its address shown herein.

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13. TAXES AND FEES. CUSTOMER shall pay all personal property taxes, local license fees and registration fees which may now or hereafter be imposed upon the possession, lease or use of the equipment required herein.
14. ASSIGNMENT. SUPPLIER may assign this Agreement, or any of its rights or obligations hereunder, upon written notice to the other party.
15. GOVERNING AUTHORITY. This Agreement shall be governed by and construed and enforced in accordance with the laws of the County of Thurston, the State of Washington and the United States of America.
16. EQUAL OPPORTUNITY EMPLOYER.
 - A. In all SUPPLIER services, programs or activities, and all SUPPLIER hiring and employment made possible by or resulting from the Agreement, there shall be no unlawful discrimination by SUPPLIER or by SUPPLIER'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. SUPPLIER 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 non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the CUSTOMER and, in the case of the SUPPLIER'S breach, may result in ineligibility for further agreements with the City of Olympia.
 - B. In the event of SUPPLIER'S noncompliance or refusal to comply with the above nondiscrimination plan, this SUPPLIER may be rescinded, canceled, or terminated in whole or in part, and the SUPPLIER may be declared ineligible for further contracts with the CUSTOMER. The SUPPLIER, shall, however, be given reasonable time in which to correct this noncompliance.
 - C. To assist the CUSTOMER in determining compliance with the foregoing nondiscrimination requirements, SUPPLIER must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit A. Because the contract amount exceeds \$50,000, the SUPPLIER shall execute the attached Equal Benefits Declaration – Exhibit B.
17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations

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(except those written representations expressly incorporated in this Agreement). This Agreement shall be binding and inure to the benefit of the parties, their successors, or their assigns.

Agreed to this _____ day of _____, 2022.

CUSTOMER:
CITY OF OLYMPIA, WASHINGTON

SUPPLIER:
IRE RINKS NORTHWEST, LLC

Steven J. Burney
City Manager

Evan Cadwell

Evan Cadwell
General Manager

Approved as to Form:


Deputy City Attorney



City Council

Approval of a Resolution Authorizing an Amendment to an Agreement with Thurston County Medic One for Basic Life Support Services

Agenda Date: 8/16/2022
Agenda Item Number: 4.E
File Number: 22-0758

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

Title

Approval of a Resolution Authorizing an Amendment to an Agreement with Thurston County Medic One for Basic Life Support Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution authorizing the Amendment to the Intergovernmental EMS Contract for Basic Life Support (BLS) Services and authorize the City Manager to sign the Amendment.

Report

Issue:

Whether to approve an Amendment to the Intergovernmental EMS Contract with Thurston County for Basic Life Support (BLS) services. The contract allows Thurston County to provide financial support and medical supplies for Basic Life Support (BLS) services and allows the City to receive the revenue and supplies. This amendment allows the County to provide and manage modems to support the County's electronic Patient Care Reports (ePCR) system. In return, the City of Olympia will agree to the County's updated BLS funding formula and updated BLS training requirements.

Staff Contact:

Mike Buchanan, Interim Deputy Fire Chief, 360.753.8459
Toby Levens, Administrative Supervisor, 360.753.8431

Presenter(s):

None - Consent Calendar

Background and Analysis:

Thurston County (Medic One) and the City of Olympia (Fire Department) have a long-standing working relationship for the delivery of Advanced Life Support (ALS) Paramedic Services and Basic

Life Support (BLS) EMT/Firefighter Services. For over 40 years, there has been an Intergovernmental Agreement detailing the reimbursement from the County to the City regarding the ALS services.

Starting in 2020, an Intergovernmental EMS Contract for BLS services was executed to allow Thurston County to provide additional financial support and medical supplies to the City. This amendment allows the County to provide and manage modems to support the County's electronic Patient Care Reports (ePCR) system. In return, the City of Olympia will agree to the County's updated BLS funding formula and updated BLS training requirements.

Neighborhood/Community Interests (if known):

BLS services are of interest to all community members.

Options:

1. Approve the Resolution and authorize the City Manager to sign the Amendment to the Intergovernmental EMS Contract, Basic Life Support (BLS) funding.
2. Do not approve the Resolution and send back to staff for revision.
3. Consider the Resolution at another time.

Financial Impact:

This amendment allows for Thurston County Medic One to update the funding formula used to provide BLS funds to the City of Olympia.

Attachments:

Resolution
Amendment
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL EMS CONTRACT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY FOR BASIC LIFE SUPPORT FUNDING

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

WHEREAS, the City of Olympia, for the Fire Department (City), and Thurston County (County) have an existing Intergovernmental EMS Contract for the reimbursement of Basic Life Support (BLS) service, which commenced on January 1, 2020, and has a five-year term; and

WHEREAS, the City and the County wish to amend the agreement to allow for updated County services provided to include managing and providing ePCR modems to the City; and

WHEREAS, the City and the County wish to amend the agreement to allow for an updated County funding formula to provide payment to the City; and

WHEREAS, the City and the County wish to amend the agreement to allow for updated City BLS Training requirements and annual deliverables; and

WHEREAS, in consideration of the mutual benefits and covenants contained therein, the City wishes to enter into Amendment No. 2 to the Intergovernmental EMS Contract, Basic Life Support (BLS) Funding;

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

1. The Olympia City Council hereby approves the form of the Amendment No. 2 to the Intergovernmental EMS Contract between the City of Olympia and Thurston County for Basic Life Support (BLS) Funding 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 Amendment No. 2 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:

Michael M. Young

DEPUTY CITY ATTORNEY

INTERGOVERNMENTAL EMS CONTRACT
Basic Life Support (BLS) Funding
Amendment No. 2

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the "COUNTY" and **CITY OF OLYMPIA (Fire Department)** a municipal corporation, hereinafter referred to as the "AGENCY";

In consideration of the mutual benefits and covenants contained herein, the parties agree that the EMS Contract executed on January 1, 2020, shall be amended as follows, effective January 1, 2022:

1. Section I. SERVICES:

A. The AGENCY shall perform such services and accomplish such tasks, as are identified, and designated as AGENCY responsibilities throughout this Contract (Exhibit 'A' and Exhibit 'C').

D. COUNTY shall provide and manage modems, for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a point of contact to COUNTY's Medic One Business Application Administrator. COUNTY is responsible for providing unlimited cellular data for each modem it uses.

EXHIBIT 'B': PAYMENT

1. The formula for BLS funding may be updated by the Emergency Medical Services Council (EMSC) as needed without affecting other terms and conditions of this agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and not include runs made by the AGENCY for mutual aid outside its jurisdiction. The formula will also take into consideration the number of EMT providers each AGENCY will be providing OTEP training for.
3. The EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by February of each year.
4. The funding is based on the annual budget for BLS Direct Support (financial support, supplies & equipment, and OTEP financial support), as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on it's individual share (or percentage).
5. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
 - a. Each AGENCY's run volume.
 - b. The percentage of the total Thurston County run volume that AGENCY responded to.
 - c. The total approved budget for financial support for each AGENCY.
 - d. The financial support base compensation for each AGENCY (same for all AGENCYS).
 - e. The financial support compensation per run (call).
 - f. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call).
 - g. The OTEP – financial support base compensation for each AGENCY (only applies to those agencies that provide OTEP training).
 - h. The OTEP – financial support 'evaluator support' compensation, which is determined by the number of providers per AGENCY.
 - i. The total approved budget for supplies & equipment for AGENCYS.

- j. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS).
 - k. The supply & equipment support compensation per run (call); and
 - l. The total COMPENSATION TO BE PROVIDED TO EACH agency.
6. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this agreement.

EXHIBIT C: BLS OTEP AGENCY IN-HOUSE TRAINING

- I. Annual Deliverables for each AGENCY
 - 1. The AGENCY assumes all responsibility for equipment/supplies borrowed from the COUNTY.
 - a. The AGENCY shall coordinate with the COUNTY two weeks in advance of equipment needs.
 - b. The AGENCY shall be responsible to return all borrowed equipment as agreed upon with COUNTY personnel.
 - 2. AGENCY identified Lead Evaluators are the single point of contact to the COUNTY and are required to:
 - a. Maintain their EMT or Paramedic training and certification.
 - b. Participate and complete annual Evaluator workshops and quarterly meetings with COUNTY training staff.
 - c. Participate in ongoing Quality Assurance programs with Evaluator performance evaluations.
 - d. Advise AGENCY in-house Evaluators of updated requirements/material.
 - e. Submit AGENCY OTEP class schedule to the COUNTY prior to beginning annual training.
 - f. Ensure all BLS practical skill evaluations are conducted according to Thurston County protocols and Washington State DOH objectives.
 - g. Ensure OTEP completed paperwork (roster, practical skill evaluations, etc.) are submitted to the COUNTY within 1 week of completion.
- II. The terms and condition of compensation are covered in Section IV "Compensation and Methods of Payment" of this agreement.

Except as expressly provided in this EMS Contract Amendment, all other terms and conditions of the original EMS Contract remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Executed this _____ day of _____, 20_____.

DATED: _____

DATED: _____

CITY OF OLYMPIA

EMERGENCY SERVICES/MEDIC ONE
Thurston County, Washington

Steven J. Burney, City Manager

Ben Miller-Todd, Interim Assistant Director
Emergency Services

Approved as to Form:

APPROVED AS TO FORM:

John Tunheim

Thurston County Prosecuting Attorney

Michael M. Young
Deputy City Attorney


By: Rick Peters, Deputy Prosecuting Attorney

INTERGOVERNMENTAL EMS CONTRACT
Basic Life Support (BLS) Funding

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and **CITY OF OLYMPIA** (Fire Department) a municipal corporation, hereinafter referred to as the 'AGENCY';

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

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency medical services care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, certain local agencies have the Basic Life Support (BLS) resources, as defined in State Statute available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform BLS services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

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

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the BLS services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract (Exhibit 'A').
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency.

COUNTY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the providing agency, or by the providing agency with reimbursement requested from COUNTY. The expended amount shall not exceed the amount allocated for each providing agency (Exhibit 'B' – subject to annual adjustment).

COUNTY Financial Support is provided directly to each jurisdiction to cover a portion of the costs for the provision of their BLS service delivery. The amount shall not exceed the amount allocated for each providing agency (Exhibit 'B').

- C. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all Thurston County Fire agency EMS providers in addition to the Supply and Direct Support amounts.
- D. COUNTY shall provide and manage modems, for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a point of contact to COUNTY's Medic One Business Application Administrator. AGENCY is responsible for providing unlimited cellular data for each modem it uses.
- E. AGENCY shall provide COUNTY with access to COUNTY provided hardware.
- F. AGENCY shall not abuse or misuse COUNTY equipment.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2020. and shall automatically renew every year up to 5 years from the original contract effective date, upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement.

III. THE EMERGENCY MEDICAL SERVICES COUNCIL

- A. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- B. The EMS Council shall advise the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines, including budget allocations. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. No payment by the COUNTY shall be made for any service rendered by AGENCY without a signed Intergovernmental EMS Contract, for BLS funding.
- C. If AGENCY is merged with another agency, allocated funds will remain in the budget, only through the current County biennial budget.

- D. Purchase requests over \$49,999.00 requires prior approval from Thurston County Medic One. Purchase requests over \$49,999.00 must be received at least 30 calendar days prior to ordering the item or service.
- E. Goods and services shall be ordered no later than November 30th of each year and must be received by December 31st.
- F. Invoices and reimbursement requests need to be submitted within 30 days from the date item is received.
- G. Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15th of the following year.
- H. In the rare circumstance where a Medic One Paramedic accompanies a patient on a BLS transport capable unit due to emergency circumstances, the Fire Agency shall bill Medic One according to the Fire Agency's respective rate schedules. Medic One will set their reimbursement rate schedule according to the Centers for Medicare & Medicaid Services (CMS) rate schedule and shall publish this no later than January 1st of each year. These transport charges shall be reimbursed utilizing the ALS budget and shall not utilize BLS funds. No additional fees, charges, or other costs shall be submitted to the patient or their health care provider

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for the amount of time required by the State of Washington. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.
- D. The patient care records of the Agency as submitted per Exhibit 'A' shall be accessible by the AGENCY for planning, quality control and all applicable public records requests.
- E. If it is determined that a Business Associate Agreement (BAA) is required, it shall be completed as an addendum to this Agreement and incorporated herein.

VI. ASSIGNMENT/SUBCONTRACTING

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. The COUNTY will not unreasonably withhold consent. If the COUNTY fails to respond to a request by the agency to assign all or any portion of this Contract within fifteen (15) calendar days, consent shall be deemed to have been given.

VII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness, each contract period.

VIII. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

IX. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

X. RELATIONSHIP OF PARTIES

- A. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.

- B. The COUNTY will not exercise control and direction over the work of the AGENCY, with the exception of agency personnel operating under Department of Health's approved protocol, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general financial approval of the COUNTY and shall be subject to the COUNTY'S general rights of financial inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE DIRECTOR
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

CITY OF OLYMPIA
c/o FIRE CHIEF

- E. In the event that the COUNTY or the AGENCY individually or collectively with other AGENCIES providing EMS under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third-party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third-party entity. Further, all parties shall agree to the purpose for which the neutral third-party entity shall be engaged and said purpose will be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third-party fact-finding services and recommendation shall be borne equally by all parties involved.

XI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to

the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.

- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other party that the same has been initiated.
- D. Solely for purposes of enforcing the indemnification obligations of a party under this Section XII, each party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section XIII extends to any such claim brought against the indemnified party by or on behalf of any employee of the indemnifying party. The foregoing waiver shall not in any way preclude the Indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.

XIII. INSURANCE

The AGENCY shall maintain insurance coverage sufficient to insure its operations, including professional legal liability and general liability either through membership in a Washington State approved government risk pool or through commercial insurance. Commercial coverage must meet the following minimum requirements:

- 1. **Professional Legal Liability:** The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services provided subject to this Contract. Coverage shall not exclude bodily injury, property damage or hazards within the scope of the AGENCY'S services subject to this Contract.
- 2. **Commercial General Liability:** The AGENCY shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager. This shall automatically increase to a minimum of \$2,000,000 per loss in 2021.
 - a. The AGENCY'S general liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3. **Other Commercial Insurance Provisions**
 - a. The AGENCY'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - b. The AGENCY shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.

- c. Certificates of Insurance or other reasonable notices of coverage shall be provided to the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

XIV. SUSPENSION, TERMINATION AND CLOSE-OUT

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) business days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.
- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XIV A.

- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon no less than twenty-one (21) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
 - 1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
 - 2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
 - 1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
 - 2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed;
 - 3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
 - 4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XV. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County or in the superior court of the two nearest judicial districts as determined pursuant to RCW 36.01.050.

XVI. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XVII. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

XVIII. NO THIRD PARTY LIABILITY

This Contract shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

XIX. DISPUTE RESOLUTION

The parties shall use reasonable efforts to mediate any dispute arising under this Contract. In the event of such a dispute, each party may, upon mutual agreement of both parties, designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the parties cannot agree on one of the mediators from the combined list within five (5) days, then the parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

XX. EQUAL OPPORTUNITY TO DRAFT

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Contract. Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Contract in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Contract.

XXI. MISCELLANEOUS

Successors. All of the terms, covenants, and conditions in this Contract shall extend to and bind any approved legal successors and assigns of the parties hereto.

Effect of Recitals The headings and recitals in this Contract are for convenience only and do not in any way limit or amplify the provisions of this Contract

Recording. The parties shall ensure that copy of this Contract is filed with the Thurston County Recorder's Office or posted by subject on either party's website.

This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property or any other financial obligation allowed under the Act.

This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

No Agency Created. This Contract does not create a partnership between the parties and no separate legal entity is created by this Contract. No real or personal property belonging to the COUNTY shall be exchanged with AGENCY during the performance of this Contract. No real or personal property belonging to the AGENCY shall be exchanged with COUNTY during the performance of this Contract.

Contract Administration. This Contract shall be administered by the Fire Chief of the AGENCY and the COUNTY's Emergency Services Director.

DATED: 12/16/12



Agency Representative

APPROVED AS TO FORM:



CITY ATTORNEY

DATED: 1-2-20

Thurston County, Washington



Director, Emergency Services

JON TUNHEIM
PROSECUTING ATTORNEY



By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County, or for mutual aid response outside of Thurston County, during the term of this Contract.

II. SERVICES

- A. The AGENCY shall provide BLS patient care as dispatched and following all applicable COUNTY Medic One protocols. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency. Medic One BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including related personnel costs, training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certifications. These funds may be expended directly by Medic One on behalf of the providing agency, or by the providing agency with reimbursement requested from Medic One. The expended amount shall not exceed the amount allocated for each providing agency (Exhibit "B") – subject to annual adjustment. Medic One Financial Support is provided directly to each jurisdiction to cover a portion of the costs for the provision of their BLS service delivery.
 - a. For non-transporting units, AGENCY shall submit the patient care reporting data as required by the COUNTY's current patient care data management system to the COUNTY within one (1) hour of the EMS run.
 - b. For transporting units, AGENCY shall submit the patient care reporting data before the unit leaves the hospital. If the ePCR system has failed, and patient care reporting data must be submitted in paper form, AGENCY shall submit data within 24 hours.
- B. The AGENCY assumes all responsibility for equipment/supplies received.
- C. COUNTY shall have supply orders filled and ready for pickup on the date requested by the Agency. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the Agency on the date requested will be returned to stock, unless prior notification is given for a delayed pick up.
- D. AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- E. County shall provide monthly BLS supply fund expenditure reports within 15 business days following the last day of the previous month.
- F. AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- G. AGENCY shall use COUNTY ePCR in the field for patient care, and perform periodic updates as required.
- H. AGENCY shall leave modems, utilized by ePCR, powered on at all times.

- I. AGENCY shall report ePCR outages upon recognition of failure.
- J. AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- K. AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.
- L. Agency shall provide BLS level of service in accordance with State Statute and Department of Health approved protocols.

EXHIBIT B: PAYMENT

1. The formula for BLS funding may be updated by the Emergency Medical Services Council (EMSC) as needed without affecting other terms and conditions of this agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and not include runs made by the AGENCY for mutual aid outside its jurisdiction.
3. The EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by February of each year.
4. The funding is based on the annual budget for BLS Direct Support (financial and supplies & equipment) as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on it's individual share (or percentage).
5. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
 - a. Each AGENCY's run volume;
 - b. The percentage of the total Thurston County run volume that AGENCY responded to;
 - c. The total approved budget for financial support for each AGENCY;
 - d. The financial support base compensation for each AGENCY (same for all AGENCYS);
 - e. The financial support compensation per run (call);
 - f. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call);
 - g. The total approved budget for supplies & equipment for AGENCYS;
 - h. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS);
 - i. The supply & equipment support compensation per run (call); and
 - j. The total compensation to be provided to each AGENCY.
6. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this agreement.



City Council

Approval of an Ordinance Amending the Rental Housing Code, OMC Chapter 5.82

Agenda Date: 8/16/2022
Agenda Item Number: 4.F
File Number: 22-0738

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

Title

Approval of an Ordinance Amending the Rental Housing Code, OMC Chapter 5.82

Recommended Action

Committee Recommendation:

Land Use & Environment Committee recommends adoption of the Ordinance amending the Rental Housing Code, OMC Chapter 5.82.

City Manager Recommendation:

Approve on second reading the Ordinance Amending the Rental Housing Code, OMC Chapter 5.82.

Report

Issue:

Whether to approve on second reading the Ordinance Amending the Rental Housing Code, OMC Chapter 5.82., related to move-in costs, fees, and deposits.

Staff Contact:

Christa Lenssen, Housing Program Specialist, City Manager's Office, 360.570.3762

Presenter(s):

Christa Lenssen, Housing Program Specialist, City Manager's Office

Background and Analysis:

Background and Analysis has changed from first to Second Reading.

The changes from first to second reading are as follows:

1. As voted by the City Council, the second reading has been updated language in Section 5.82.060 with the "optional" language attached to the staff report.
2. Section 5.82.040 is now broken out into subsections to address the different notice requirements depending on percentage of rental increase.
3. In Section 5, the Effective Date has been updated to reflect the staggered effective date of

each subsection of 5.82.040.

In March of 2019, Tumwater City staff approached regional jurisdictions regarding potential policy actions to provide additional stability to renters. At the October 2019 Land Use & Environment Committee, Olympia staff presented policy options prioritized by Tumwater and policies recently adopted by peer cities.

In October 2019, renters and tenant advocates from Washington Community Action Network held a rally outside City Hall and presented a proposed ordinance to Olympia City Council. This ordinance proposed several policies, including:

- Limiting move-in costs, to include non-refundable fees and security deposits to one month's rent.
- Allowing payment of move-in costs and last month's rent in installments.
- Limiting pet deposits to 25% of first month's rent and allowing payment over three monthly installments.

The City Council held a Work Session in November 2019 in response to community interest. Staff provided an overview of the ordinance proposed by tenant advocates, policy options greenlighted by City of Tumwater, as well as other recently adopted peer city policies.

A community meeting was held in March 2020 to listen to community members' experiences and challenges related to rental housing. Around that time, tenant advocates proposed a Just Cause Eviction sample ordinance for consideration by Olympia City Council. A statewide eviction moratorium was enacted in late March 2020 in response to COVID-19. In May 2020, staff drafted a Just Cause eviction code language for review by the Land Use & Environment Committee.

In October 2020, the Olympia City Council enacted an emergency ordinance prohibiting evictions due to COVID-19 and requiring landlords to offer rent payment plans. Due to the changing landscape of legal protections under the moratorium and public health crisis, tenant protections conversations were put on hold temporarily.

The Washington State Legislature enacted several landlord-tenant provisions, which addressed some of the policies previously under consideration, to include:

- Allowing installment payments of move-in fees, security deposit, and last month's rent (adopted 2020).
- Requiring just cause to terminate a tenancy (adopted 2021).

State law preempts local jurisdictions from enacting rent control or rent stabilization measures under RCW 35.21.830.

The City's Housing Action Plan developed in 2021 identifies tenant protections as a key strategy to make it easier for households to access housing and stay housed.

Public Input Process

In May 2021, staff provided an update on statewide changes to landlord-tenant law to the Land Use

& Environment Committee (LUEC). The LUEC approved an engagement plan to contract a consultant who would facilitate a robust community conversation about rental housing policies. Staff worked with consultant Jason Robertson to plan a community engagement effort to identify policy priorities, as well as better understand unintended consequences to policy adoption. Staff researched policy options adopted by other cities and counties, and interviewed several jurisdictions (Aberdeen, Auburn, Bellingham, Burien, Renton, Tacoma, and Seattle). Staff interviewed key stakeholders locally, including tenant advocates and property managers. In December 2021, staff provided a briefing to LUEC on policy options adopted in other cities and counties, research conducted, and preliminary feedback from stakeholders.

Staff and consultant Jason Robertson developed community surveys and a focus group structure to gather feedback on policy options and offer opportunity to brainstorm solutions not yet considered. In March 2022, three surveys (geared toward tenants, landlords, and interested third parties) were posted on the Engage Olympia webpage. Around 450 responses were submitted in three weeks (193 tenants, 107 landlords, and 131 third parties).

Survey respondents had an opportunity to express interest in focus group participation. Four community focus groups were held in March for tenants, tenant advocates, property managers/larger scale property owners, and smaller 'mom and pop' landlords.

A total of eleven landlords or property managers participated in the two focus group options. Seven tenants participated in the renter focus group and six renter advocates participated. LUEC Chair Dani Madrone attended all four focus groups. Staff presented findings of the survey and feedback from focus groups to LUEC in April 2022. Based on the priorities and considerations gathered, committee members directed staff to present options on the following policy areas at the May meeting:

- Caps on move-in fees, deposits and last month's rent in other jurisdictions.
- Caps on pet deposits and fees in other jurisdictions.
- Longer notice periods required for rent increases.

Committee members also directed staff to continue work on other potential renter solutions, including a rental housing registry. Committee members also expressed interest in pursuing more information about tenant relocation assistance and methods for providing or requiring resource information to landlords and tenants. Staff was asked to continue tracking peer jurisdictions' policies and litigation related to:

- Screening requirements (criminal history, credit history)
- Statewide Just Cause protection loopholes

Summary of Proposed Ordinance

At the May 2022 LUEC meeting, committee members voted to draft an ordinance that:

- Caps move-in costs (move-in fees, deposits and last month's rent) at one month's rent.
- Caps pet deposits at 25% of monthly rent and abolishes monthly pet rent.
- Requires 120 days' notice for rent increases over 5% and 180 days' notice for rent increases over 10%.

Committee Members directed staff to conduct further outreach with community service providers to determine whether the ordinance should include an exception to allow tenants who receive rental assistance from a nonprofit organization or governmental agency to offer a higher deposit or last month's rent to a landlord.

In the focus groups, 2-3 nonprofit case managers provided feedback that they sometimes offer a double deposit and/or last month's rent to incentivize landlords to accept tenants with higher barriers to entry into rental housing. Committee members did not want to prohibit social service providers from using this tool to help higher barrier tenants access rental housing.

Staff contacted several nonprofit case managers (mostly those who administer Rapid Rehousing funds). Case managers informed staff that recently landlords were not willing to rent to their clients without a guarantee of 12 months' rent assistance (typically Rapid Rehousing funds cover 3-6 months of rent), even when an additional deposit is offered. Housing Authority of Thurston County has very limited ability to help with any move-in costs for program participants. One agency's primary HUD funding source for rent assistance does not allow payment of nonrefundable fees. Rent assistance funds and move-in costs are not differentiated, so the more move-in costs the agency provides, the less funding is available for rent.

Some case managers felt that if the exception is normalized, landlords would expect a higher deposit from any tenants who are working with nonprofit agencies. There was some concern that this practice would conflict with source of income protections. There was general support for policies that positively impact all vulnerable renters (not just renters connected with a nonprofit agency), such as capping move-in costs and limiting barriers such as credit history requirements and high rent to income ratio requirements.

As recommended by staff, the proposed ordinance does not include an exception for tenants working with a nonprofit or governmental agency to offer a higher deposit or last month's rent in addition to a security deposit.

In light of the feedback from case managers and other stakeholders, staff recommends adopting further prohibitions on non-refundable move-in fees, outlined in Option 1.

The proposed ordinance allows for installment payments of the pet deposit, as outlined in subsection C under section 5.82.050 (Pet Damage Deposits). Language drafted in the ordinance mirrors Seattle's pet deposit provisions.

The proposed ordinance also excludes prohibitions on monthly pet rent due to state restrictions on rent control. State Landlord-Tenant law defines 'rent' as 'recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises.'

Neighborhood/Community Interests (if known):

The proposed amendments to Olympia's Rental Housing Code (OMC 5.82) are a topic of significant interest to renters and rental housing owners/operators within the City and in Thurston County. Thurston Regional Planning Council estimates that 54% of Olympia residents are renters. Any work on this topic will draw a great deal of local and regional attention and public engagement.

Options:

1. Approve on first reading and forward to second reading the Ordinance Amending the Rental

Housing Code, OMC Chapter 5.82.

2. Direct staff to modify the ordinance based on Council input and forward to second reading.
3. Do not adopt the ordinance and direct staff to take other action.

Financial Impact:

Implementation of an ordinance will require staff time to conduct education and outreach to renters and landlords. Development of any printed materials or mailers will require additional cost.

Attachments:

Ordinance - Second Reading

Ordinance - First Reading

Option 1 OMC 5.82.060 Alternative Language

Community Survey Findings

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
OLYMPIA MUNICIPAL CODE CHAPTER 5.82 RELATING TO THE RENTAL
HOUSING CODE**

WHEREAS, housing affordability and homelessness are a growing problem, and the City Council of the City of Olympia has declared that homelessness is a public health emergency; and

WHEREAS, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, over 7,600 households are cost-burdened in Olympia, which means they spend over 30% of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, the majority of Olympia residents are renters; and

WHEREAS, the Housing Action Plan finds that “people of color are more likely to rent and more likely to have lower incomes than their white, non-Hispanic counterparts. This makes them particularly vulnerable to eviction when rent increases exceed their ability to pay. This concern is reflected in the population experiencing homelessness, which is also disproportionately people of color”; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 (“Make it easier for households to access housing and stay housed.”) Tenant protections are specifically outlined in Strategy 2a (“Identify and implement appropriate tenant protections that improve household stability.”; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kenmore, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, rent increases may cause a tenant to move due to inability to pay the increased rent; and

WHEREAS, these conditions in the rental market have created a barrier to relocation, because tenants, especially people with limited finances, may be unable to save money to pay security deposits, non-refundable move-in fees, and last month’s rent; and

WHEREAS, before moving into a rental unit, landlords typically require that tenants pay some type of security deposit to ensure that the tenant will comply with certain provisions of the rental agreement, such as payment for damage to the dwelling unit or cleaning the unit when the tenant vacates the unit; and

WHEREAS, some landlords require that before a tenant may move into a rental unit, the tenant must pay non-refundable fees such as fees for cleaning; and

WHEREAS, before moving into a rental unit, landlords typically require that tenants prepay the last month’s rent; and

WHEREAS, payment of security deposits, nonrefundable move-in fees, and last month’s rent in advance of tenancy, especially for people with limited finances, is one of the barriers to obtaining housing; and

WHEREAS, limiting the amount a landlord can charge for a security deposit, non-refundable move-in fees, and last month's rent will help reduce this barrier and allow people to prepare for moving expenses with more certainty; and

WHEREAS, increasing the notice period required for significant rent increases will help tenants to prepare for moving expenses or seek assistance in locating new housing; and

WHEREAS, the City Council desires to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

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

Section 1. Amendment of OMC 5.82 Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

Chapter 5.82 RENTAL HOUSING CODE

5.82.000 Chapter Contents

Sections:

- 5.82.010 Purpose and Intent.
- 5.82.020 Definitions.
- 5.82.030 Temporary COVID-19 rental enforcement restrictions.
- 5.82.040 Rent Increase Notification.
- 5.82.050 Pet Damage Deposits.
- 5.82.060 Limits to Move in Fees.
- 5.82.070 Violations.

5.82.010 Purpose and Intent

The purpose of this chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This chapter ensures housing security for current and future residents within the City of Olympia.

5.82.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Days" means calendar days unless otherwise provided.

B. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one or more persons maintaining a common household, including, but not limited to, single-family residences and units of multiplexes, apartment buildings, mobile homes, and rooms for which occupancy is authorized by a written or oral rental agreement.

C. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

D. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.

E. "Owner" means the owner of record as shown on the last Thurston County tax assessment roll or such owner's authorized agent.

F. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

G. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

H. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

5.82.030 Temporary COVID-19 rental enforcement restrictions

A. During the term of the public health emergency Proclamations issued by the Governor related to the COVID-19 pandemic, including the Governor's Proclamation 20-05, and any amendments and extensions thereto, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 pandemic and its adverse economic impacts, and where it occurred on or after February 29, 2020, the date when the initial State of Emergency was proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident and tenant. The enforcement restrictions set forth herein shall only apply to rental payment amounts during the time the Governor's Emergency Proclamation 20-05, and any amendments and extensions thereto that are in effect.

B. OMC Section 5.82.030 shall automatically expire and shall be repealed without any other action by the Olympia City Council one year after the effective date of this Ordinance, unless extended by legislative action.

C. Where an unlawful detainer action is based on any reason enumerated in OMC Chapter 5.82, it is a defense to eviction if the eviction was initiated because of a failure to pay rent due before or by July 1, 2021. The defense is available only where the reason for termination of the tenancy is based on:

1. The tenant's failure to comply with a fourteen-day notice to pay rent or vacate under RCW 59.12.030(3); or
2. The tenant's habitual failure to comply with the material terms of the rental agreement to pay rent that causes the owner to serve a notice to comply or vacate or a notice to pay rent or vacate three or more times in a twelve-month period.

D. To assert the defense under subsection A of this section, the residential tenant must prove by a preponderance of the evidence that the failure to pay rent was due to the following circumstances occurring as a result of the COVID-19 pandemic:

1. The tenant's illness;
2. Loss or reduction of income;
3. Loss of employment;
4. Reduction in compensated hours of work;
5. Business or office closure;
6. A need to miss work to care for a family member or child, where that care is uncompensated; or
7. Other similar loss of income due to the COVID-19 pandemic.

E. A tenant who fails to pay rent due before or by July 1, 2021, may elect to pay the overdue rent in installments if the failure to pay was due to one or more reasons in subsections C and D of this section. If an unlawful detainer action is based on the circumstances enumerated in subsections A and C of this section, it is a defense to eviction that the landlord refused a request by a tenant to enter into a reasonable repayment plan.

1. The reasons for which a landlord shall allow residential tenants to pay overdue rent on a repayment plan shall be due to one or more of the following circumstances occurring as a result of the COVID-19 pandemic as set forth in subsection D above.
2. A reasonable written installment repayment plan shall be based on the tenant's individual financial, health and other circumstances, including the tenant's income, and shall be negotiated between the landlord and residential tenant in good faith, which shall include the following provisions:

- a. The plan does not require the tenant to pay more than one-third of the overdue rent per month unless agreed to by the tenant in writing; and
- b. All rental debt accumulated resulting from the reasons in subsections A and C of this section shall be paid in full to the landlord by October 1, 2021 or the sunset date of this ordinance, whichever occurs first; and
- c. Late fees, interest or other charges due to late payment of rent shall not accrue from the commencement of the effective date of this ordinance until this ordinance sunsets as provided in OMC 5.82.030.B, except that once a tenant has entered into a reasonable written installment repayment plan with a landlord, any default by the tenant for any reason other than due to COVID-19 as set forth in subsection D above, the tenant shall be responsible for late fees, interest or other charges from and after the date of default in the repayment plan.

5.82.040 Rent Increase Notification

- A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.
- B. A landlord may not increase the rent of a tenant by more than 10 percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- C. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- D. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.

5.82.050 Pet Damage Deposits

- A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.
- B. Exceptions

1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.

2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.

D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 21 days from the end of the tenancy, the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.82.060 Limits to Move in Fees

A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a dwelling unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move in fee in excess of that allowed in this section. Nothing in this section prohibits a landlord from charging a pet damage deposit, as allowed in OMC 5.82.050.

5.82.070 Violations

A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.

B. A landlord who violates this chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.

C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance takes effect 30 days after passage and publication, as provided by law, except that 5.82.040 subsection A takes effect 120 days after passage and publication, and 5.82.040 subsection B takes effect 180 days after passage and publication.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
OLYMPIA MUNICIPAL CODE CHAPTER 5.82 RELATING TO THE RENTAL
HOUSING CODE**

WHEREAS, housing affordability and homelessness are a growing problem, and the City Council of the City of Olympia has declared that homelessness is a public health emergency; and

WHEREAS, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, over 7,600 households are cost-burdened in Olympia, which means they spend over 30% of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, the majority of Olympia residents are renters; and

WHEREAS, the Housing Action Plan finds that “people of color are more likely to rent and more likely to have lower incomes than their white, non-Hispanic counterparts. This makes them particularly vulnerable to eviction when rent increases exceed their ability to pay. This concern is reflected in the population experiencing homelessness, which is also disproportionately people of color”; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 (“Make it easier for households to access housing and stay housed.”) Tenant protections are specifically outlined in Strategy 2a (“Identify and implement appropriate tenant protections that improve household stability.”; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kenmore, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, rent increases may cause a tenant to move due to inability to pay the increased rent; and

WHEREAS, these conditions in the rental market have created a barrier to relocation, because tenants, especially people with limited finances, may be unable to save money to pay security deposits, non-refundable move-in fees, and last month’s rent; and

WHEREAS, before moving into a rental unit, landlords typically require that tenants pay some type of security deposit to ensure that the tenant will comply with certain provisions of the rental agreement, such as payment for damage to the dwelling unit or cleaning the unit when the tenant vacates the unit; and

WHEREAS, some landlords require that before a tenant may move into a rental unit, the tenant must pay non-refundable fees such as fees for cleaning; and

WHEREAS, before moving into a rental unit, landlords typically require that tenants prepay the last month’s rent; and

WHEREAS, payment of security deposits, nonrefundable move-in fees, and last month’s rent in advance of tenancy, especially for people with limited finances, is one of the barriers to obtaining housing; and

WHEREAS, limiting the amount a landlord can charge for a security deposit, non-refundable move-in fees, and last month's rent will help reduce this barrier and allow people to prepare for moving expenses with more certainty; and

WHEREAS, increasing the notice period required for significant rent increases will help tenants to prepare for moving expenses or seek assistance in locating new housing; and

WHEREAS, the City Council desires to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

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

Section 1. Amendment of OMC 5.82 Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

Chapter 5.82 RENTAL HOUSING CODE

5.82.000 Chapter Contents

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- 5.82.010 Purpose and Intent.
- 5.82.020 Definitions.
- 5.82.030 Temporary COVID-19 rental enforcement restrictions.
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C. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

D. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.

E. "Owner" means the owner of record as shown on the last Thurston County tax assessment roll or such owner's authorized agent.

F. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

G. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

H. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

5.82.030 Temporary COVID-19 rental enforcement restrictions

A. During the term of the public health emergency Proclamations issued by the Governor related to the COVID-19 pandemic, including the Governor's Proclamation 20-05, and any amendments and extensions thereto, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 pandemic and its adverse economic impacts, and where it occurred on or after February 29, 2020, the date when the initial State of Emergency was proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident and tenant. The enforcement restrictions set forth herein shall only apply to rental payment amounts during the time the Governor's Emergency Proclamation 20-05, and any amendments and extensions thereto that are in effect.

B. OMC Section 5.82.030 shall automatically expire and shall be repealed without any other action by the Olympia City Council one year after the effective date of this Ordinance, unless extended by legislative action.

C. Where an unlawful detainer action is based on any reason enumerated in OMC Chapter 5.82, it is a defense to eviction if the eviction was initiated because of a failure to pay rent due before or by July 1, 2021. The defense is available only where the reason for termination of the tenancy is based on:

1. The tenant's failure to comply with a fourteen-day notice to pay rent or vacate under RCW 59.12.030(3); or
2. The tenant's habitual failure to comply with the material terms of the rental agreement to pay rent that causes the owner to serve a notice to comply or vacate or a notice to pay rent or vacate three or more times in a twelve-month period.

D. To assert the defense under subsection A of this section, the residential tenant must prove by a preponderance of the evidence that the failure to pay rent was due to the following circumstances occurring as a result of the COVID-19 pandemic:

1. The tenant's illness;
2. Loss or reduction of income;
3. Loss of employment;
4. Reduction in compensated hours of work;
5. Business or office closure;
6. A need to miss work to care for a family member or child, where that care is uncompensated; or
7. Other similar loss of income due to the COVID-19 pandemic.

E. A tenant who fails to pay rent due before or by July 1, 2021, may elect to pay the overdue rent in installments if the failure to pay was due to one or more reasons in subsections C and D of this section. If an unlawful detainer action is based on the circumstances enumerated in subsections A and C of this section, it is a defense to eviction that the landlord refused a request by a tenant to enter into a reasonable repayment plan.

1. The reasons for which a landlord shall allow residential tenants to pay overdue rent on a repayment plan shall be due to one or more of the following circumstances occurring as a result of the COVID-19 pandemic as set forth in subsection D above.
2. A reasonable written installment repayment plan shall be based on the tenant's individual financial, health and other circumstances, including the tenant's income, and shall be negotiated between the landlord and residential tenant in good faith, which shall include the following provisions:

- a. The plan does not require the tenant to pay more than one-third of the overdue rent per month unless agreed to by the tenant in writing; and
- b. All rental debt accumulated resulting from the reasons in subsections A and C of this section shall be paid in full to the landlord by October 1, 2021 or the sunset date of this ordinance, whichever occurs first; and
- c. Late fees, interest or other charges due to late payment of rent shall not accrue from the commencement of the effective date of this ordinance until this ordinance sunsets as provided in OMC 5.82.030.B, except that once a tenant has entered into a reasonable written installment repayment plan with a landlord, any default by the tenant for any reason other than due to COVID-19 as set forth in subsection D above, the tenant shall be responsible for late fees, interest or other charges from and after the date of default in the repayment plan.

5.82.040 Rent Increase Notification

A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect. A landlord may not increase the rent of a tenant by more than 10 percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.

Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.

Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.

5.82.050 Pet Damage Deposits

A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.

B. Exceptions

1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.
2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.

D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 21 days from the end of the tenancy, the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.82.060 Limits to Move in Fees

All move in fees (including any fee to hold a unit prior to the tenant taking possession, any security deposit, and last month's rent, but not including a pet damage deposit, as allowed in OMC 5.82.050) charged by a landlord before a tenant takes possession of a dwelling unit may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move in fee in excess of that allowed in this section.

5.82.070 Violations

A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.

B. A landlord who violates this chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.

C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect 30 days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Optional substitute language for 5.82.060

Section 4. Amendment of OMC 5.82 Olympia Municipal Code Chapter 5.82 is hereby amended to add section 5.82.060 as follows:

5.82.060 Limits to Move in Fees

A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a dwelling unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move in fee in excess of that allowed in this section. Nothing in this section prohibits a landlord from charging a pet damage deposit, as allowed in OMC 5.82.050.

SURVEY RESPONDENT PROFILES

This section provides overview of *who* responded. Stakeholder responses to specific policy options shown in separate section below.

Renters

Situational Awareness

- 193 (vast majority of +/-200 respondents) reside in Olympia
- 96% of respondents are renters
- Largest percentage (41%) live on westside
- Largest percentage work downtown (49%)
- Self-identify as female (54%), male (23%) and non-binary (13%)
- Majority of respondents born between 1970-1999 (77%)
- 79% of respondents identify as white, vs 21% for all other races combined
- 79% indicated interest in participating in a housing solutions focus group
- 33% consider themselves a person with a disability

Housing and Income

- 61% live in multi-family housing; 31% in a single-family home
- 50% pay 30-50% of monthly household income for rent (not including utilities)
 - 30% pay more than 50% of monthly household income for rent
- 81% say they have been able to pay rent every month over the past year
 - A combined 10% have not been able to pay rent for 10-11 months over the past year
- 80% say it has been a “lot” harder to pay rent this past year compared to prior years
 - 10% say it has been a “little” harder
 - 0% say it has been easier
- 64% of respondents have a single, primary job
 - 14% have multiple jobs
 - 10% receive income assistance
- Household income ranges:
 - \$50-75,000 = 25%
 - \$20-35,000 = 24%
 - Less than \$20,000 = 18%
 - \$35-50,000 = 16%
 - \$75-100,000 = 11%
 - More than \$100,000 = 8%

Renter Advocates/Interested Third Parties

Situational Awareness

- 115 of 131 respondents reside in Olympia (multiple choice selection allowed)
- Advocate location of residence (98 of 131 total responses):
 - Northeast = 36%
 - Westside = 29%
 - Southeast = 28%
 - Capitol/South Capitol = 7%
 - Downtown = 1%
- Advocate living situation:
 - 90% own their housing
 - 7% rent
 - 4% prefer not to say
- Advocate work location (55 responses, 76 skips):
 - Westside = 33%
 - Downtown = 31%
 - Northeast = 15%
 - Capitol/South Capitol = 11%
 - Southeast = 11%
- Gender:
 - Female = 54%
 - Male = 34%
 - Non-binary = 4%
 - Prefer not to say = 8%
- Ages cross the spectrum
- 96% of respondents identify as white, vs 4% for all other races combined
 - 14 respondents answered “prefer not to say”
- 73% indicated interest in participating in a housing solutions focus group
 - Note: only 20 of 131 respondents identify as advocate-first vs interested party
 - Respondents represented a variety of perspectives, including advocates for landlords, advocates for renters, and other interested third parties

Renter Solution Outcome Goals by Vote Total (multiple responses allowed – 131 respondents)

- Keeping people housed = 96
- Getting people housed = 90
- Ensuring safe and health housing = 76
- Finding balanced solutions = 49
- Protecting small landlords = 40
- Other = 15

Landlords

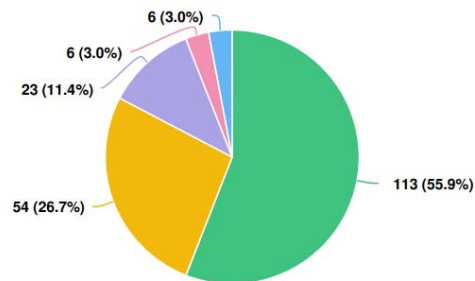
Situational Awareness

- 72 of 107 respondents live in Olympia (67%)
- Self-description (multiple choice allowed):
 - Landlord inside Olympia = 83%
 - Homeowner = 63%
 - Landlord outside Olympia = 36%
 - Interested community member = 21%
 - Property manager inside Olympia = 16%
- 67% of those who live in Olympia reside in Southeast or Northeast
- 76% of those who work in Olympia work in Westside (29%), Downtown (29%) or Northeast (18%)
 - The remaining 24% work in Southeast, or Capitol/South Capitol
- Gender:
 - Female = 43% / Male = 46% / Non-binary = 1% / Prefer not to say = 10%
- Age:
 - About 20% each born in 1950's, 60's, 70's and 80's
 - 12% born in 1940's / Less than 5% born after 1990
- Race:
 - White = 70%/Latinx = 4%/Asian = 4%/American Indian, Alaska Native, Native Hawaiian = 3%
 - Prefer not to say = 21%
- Rental units owned or managed by volume/percentage:
 - 1 = 32%
 - 2 = 14%
 - 3-5 = 29%
 - 6-10 = 9%
 - 11-20 = 4%
 - 21-50 = 8%
 - Over 50 = 4%
- Role rental income plays in landlord income profile:
 - Primary = 22% / Secondary = 65% / Other = 12%
- Percent of renters unable to pay rent, full rent or rent on time over past two years:
 - About the same = 30%
 - Not applicable = 30%
 - A little higher – 23%
 - Much higher = 15%
- 75% indicated interest in participating in a housing solutions focus group

RELATIVE LEVEL OF SUPPORT FOR RENTER SOLUTION POLICY OPTIONS

Policy concept 1: Establish a landlord registry to keep landlords updated on rental rules, codes, policies and resources. This could also include unit inspections to ensure health and safety requirements are met.

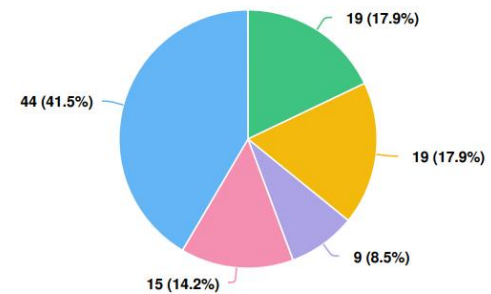
Renter Response



Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

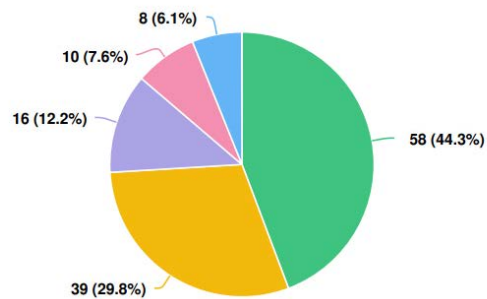
Landlord response



Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Third Parties response

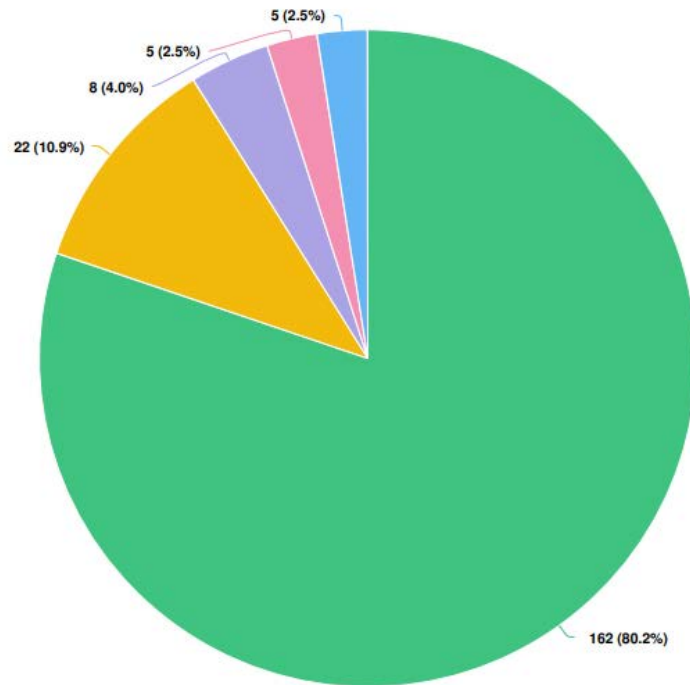


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 2: Limit the total amount of deposits collected at move-in and/or the types of move-in fees that can be collected.

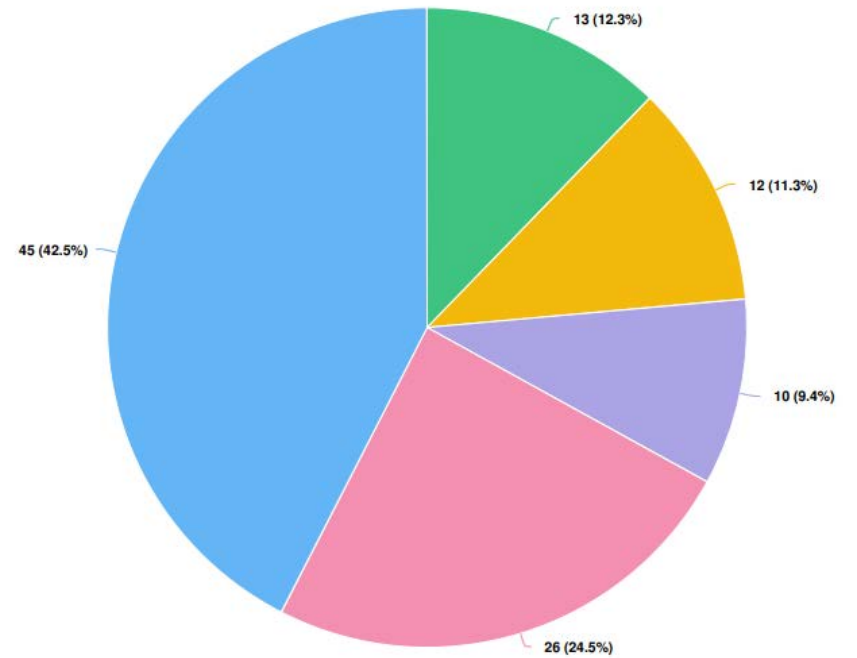
Renter Response



Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Landlord Response

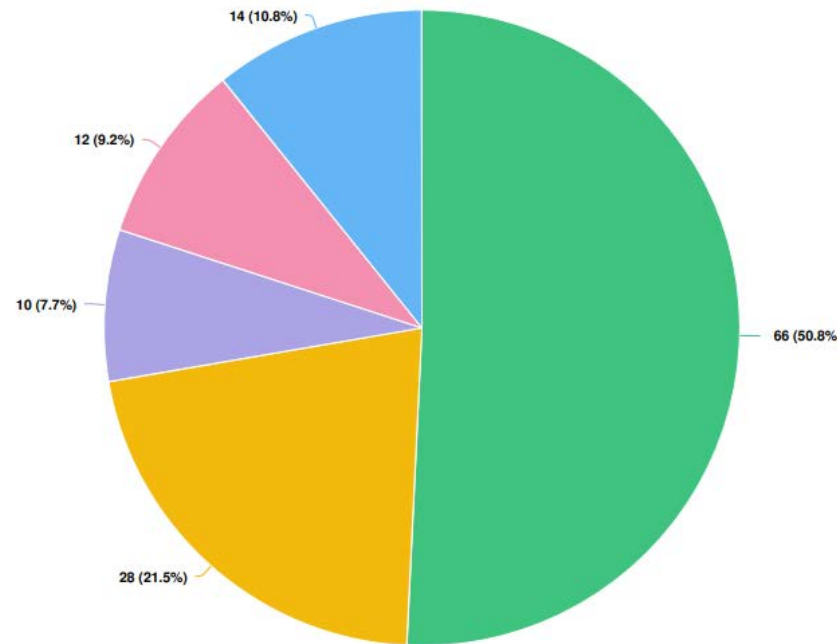


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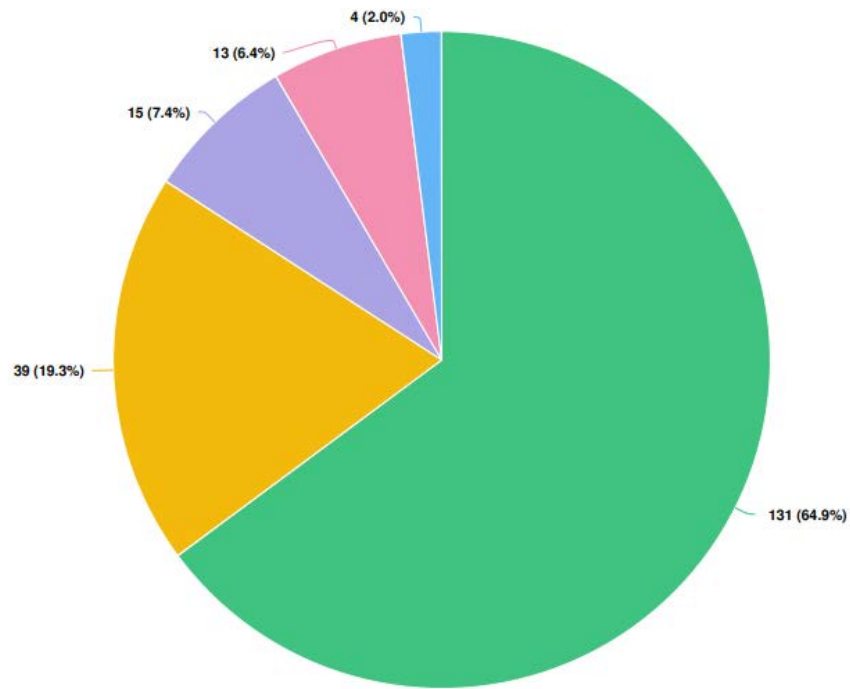


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 3: Allow a longer period of time (e.g., longer than 3 months) to make installment payments to offset moving costs (first and last month, security deposit, etc.) that can make access to housing difficult.

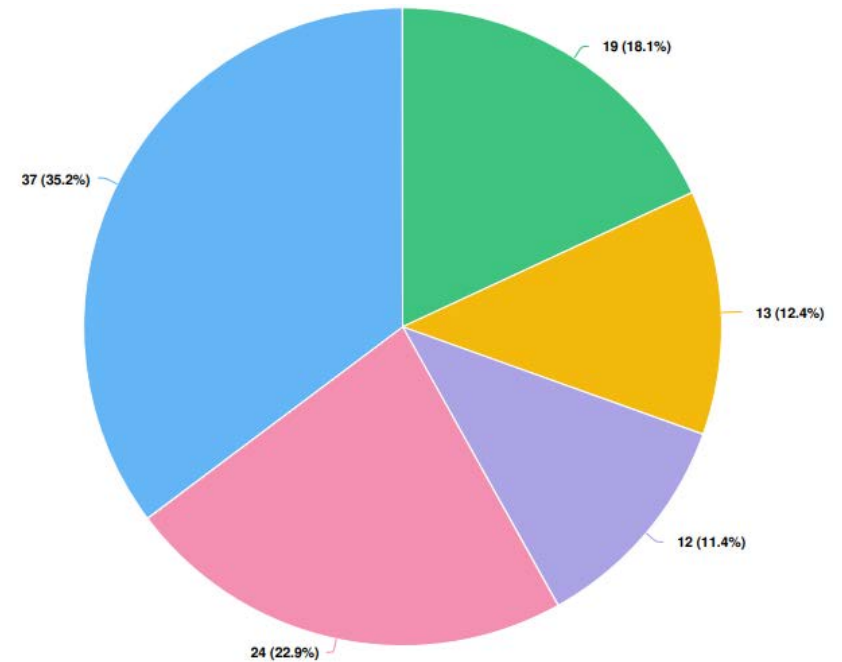
Renter response



Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Landlord response

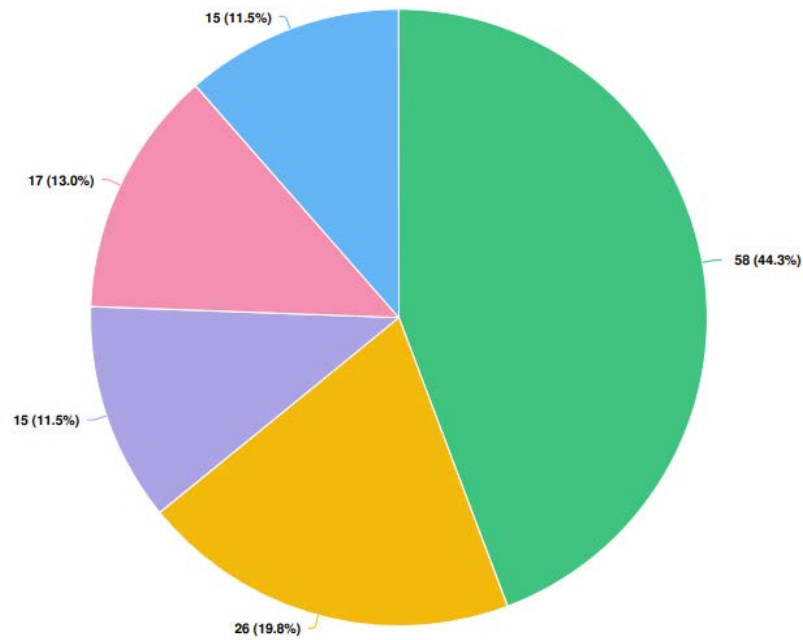


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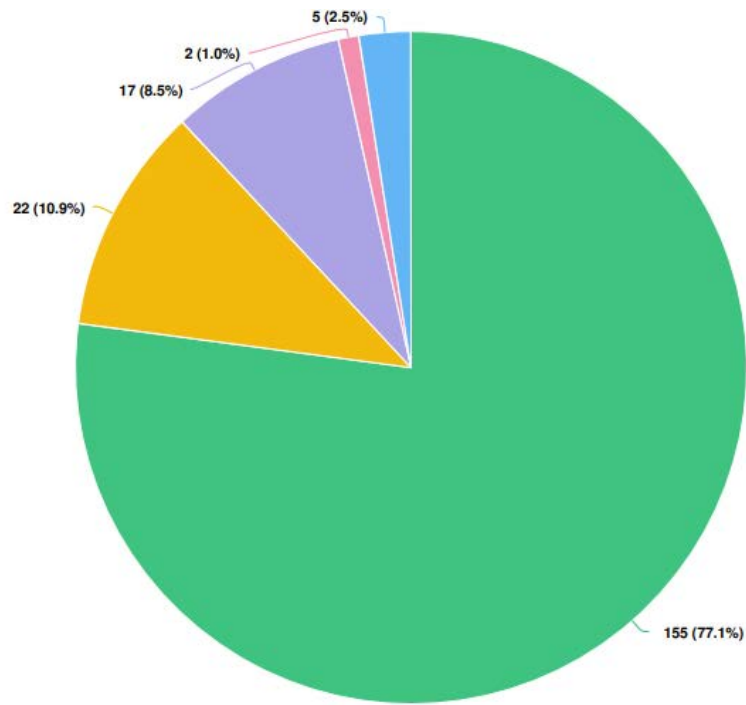


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 4: Launch a relocation assistance program to help low-income households transition to new rental housing when forced to move because the property is deemed unsafe, undergoing a substantial remodel, demolition or change of use (e.g., apartments to condominium conversion).

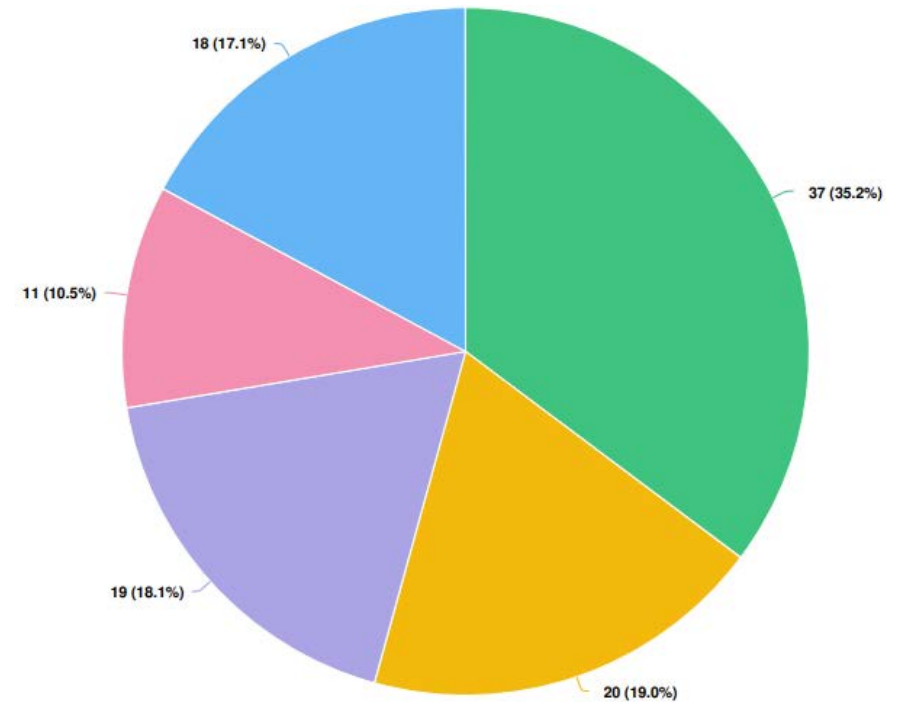
Renter response



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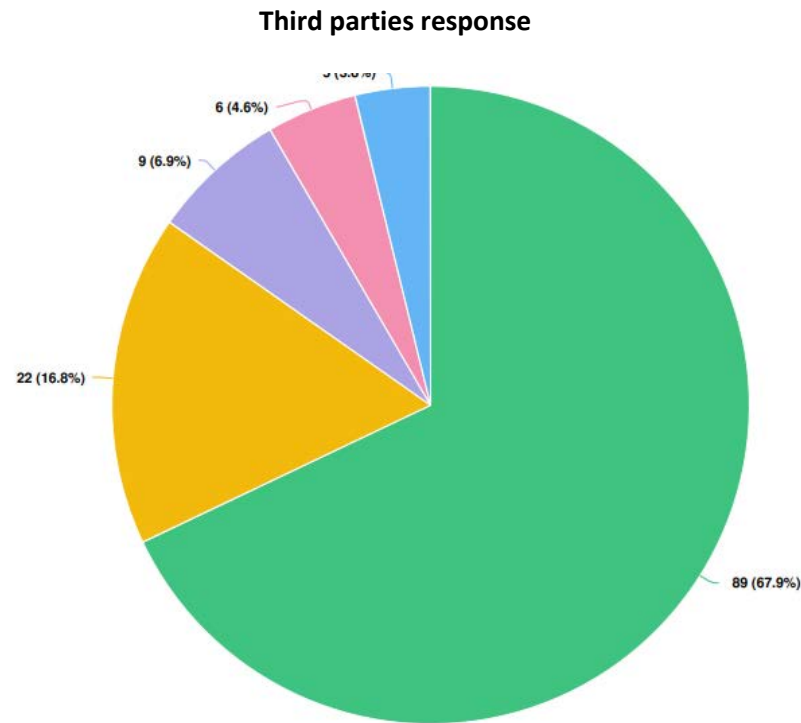
Landlord response



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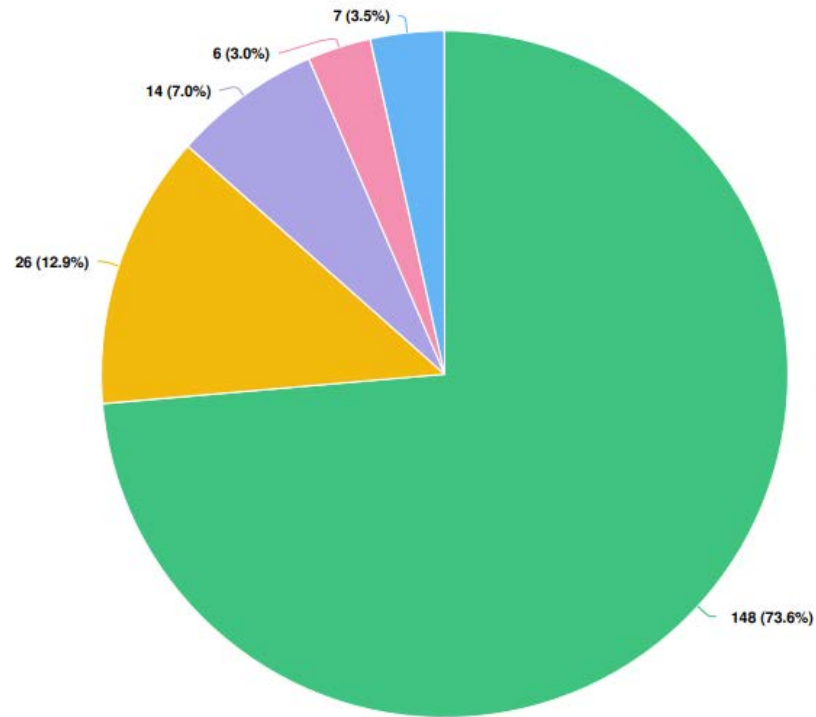


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 5: Prohibit certain types of renter screening that may have little to do with whether an applicant would make a good tenant.

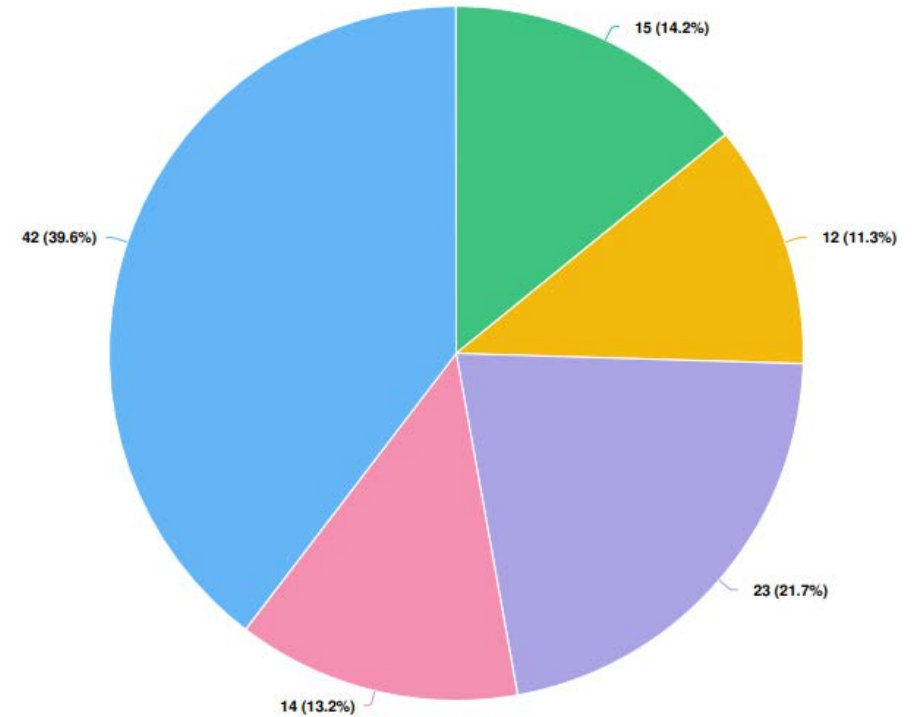
Renter response



Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Landlord response

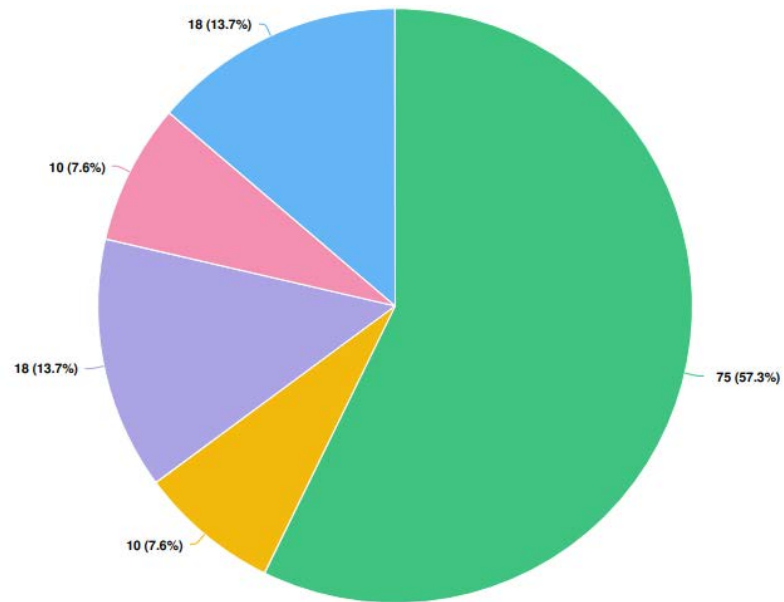


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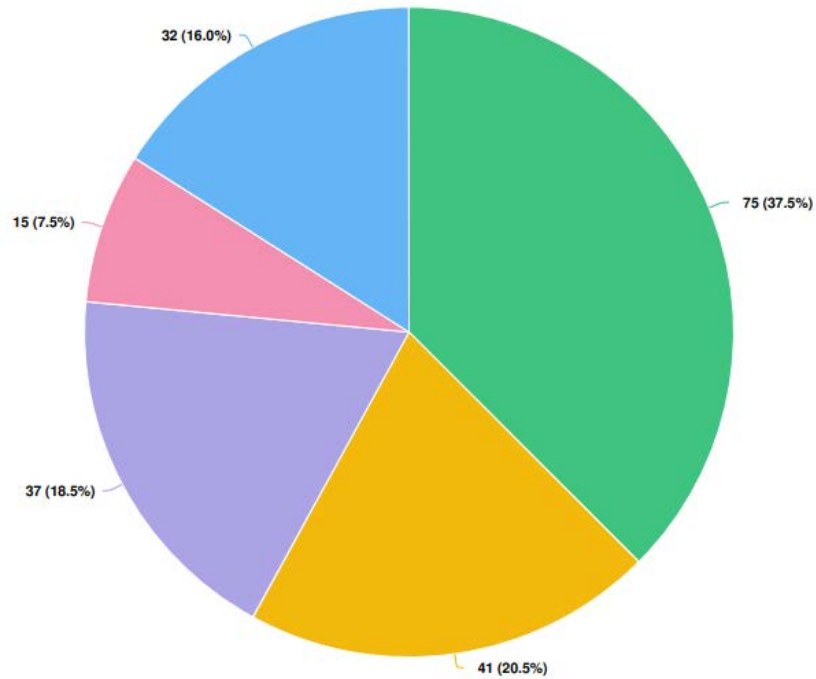


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 6: Offer low-interest loans or grants to landlords to help expedite rental housing repairs.

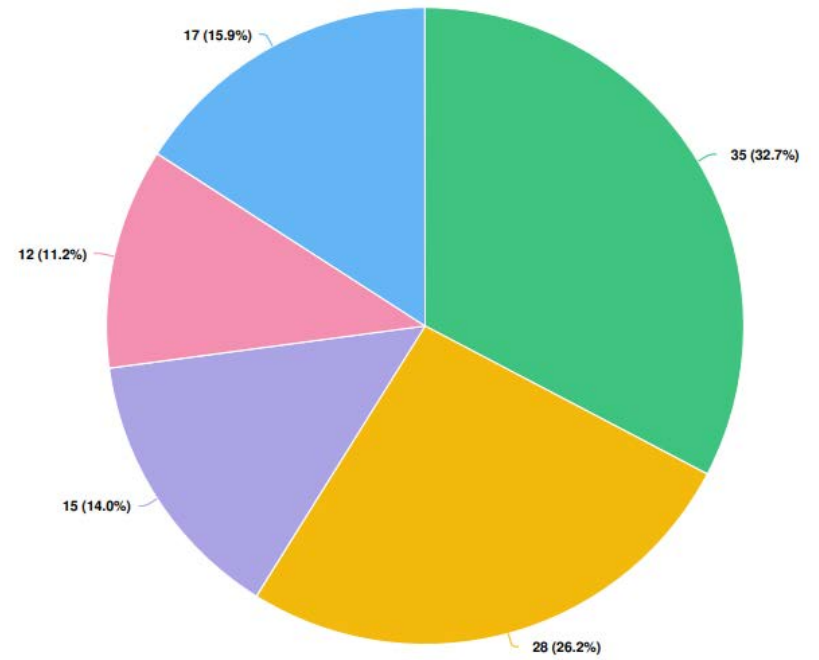
Renter response



Question options

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Landlord response

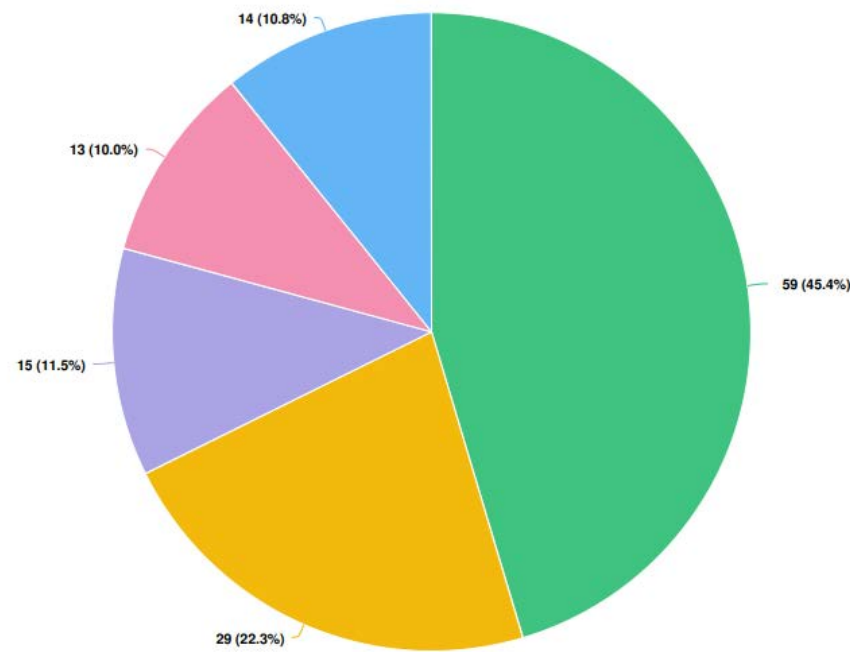


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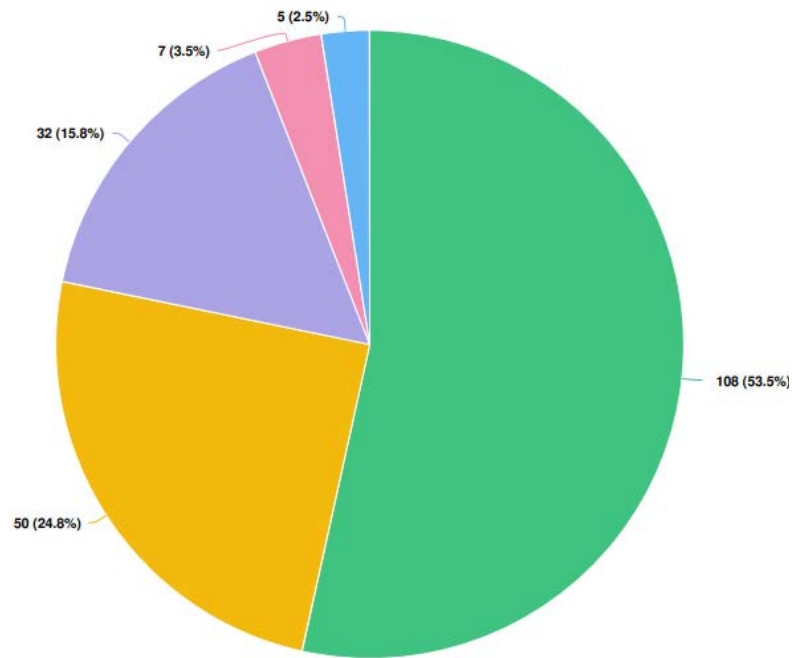


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 7: Create a permanent mediation program or landlord-tenant navigator position to help prevent evictions, provide information and referrals, and identify solutions when payment or conflicts arise.

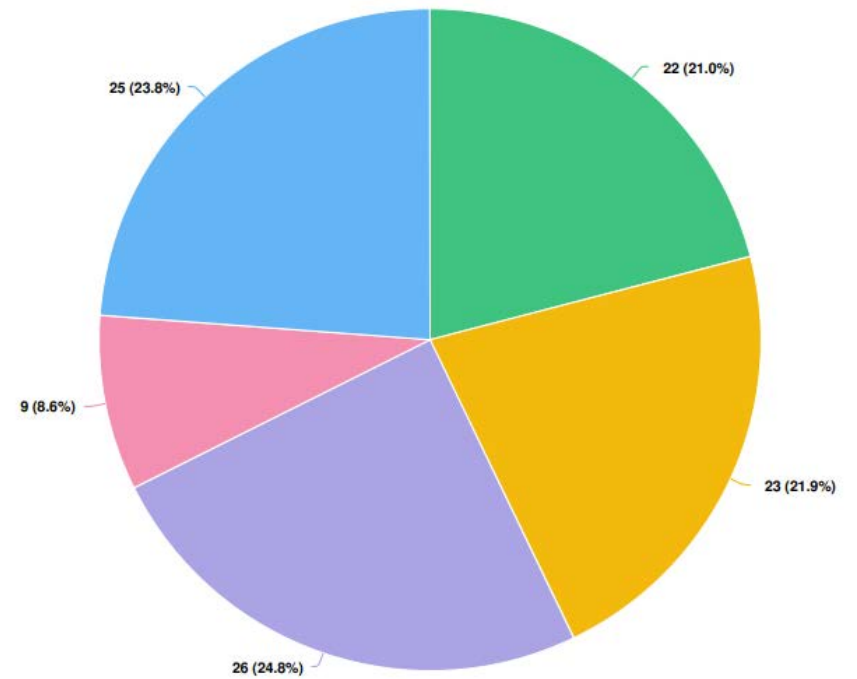
Renter response



Question options

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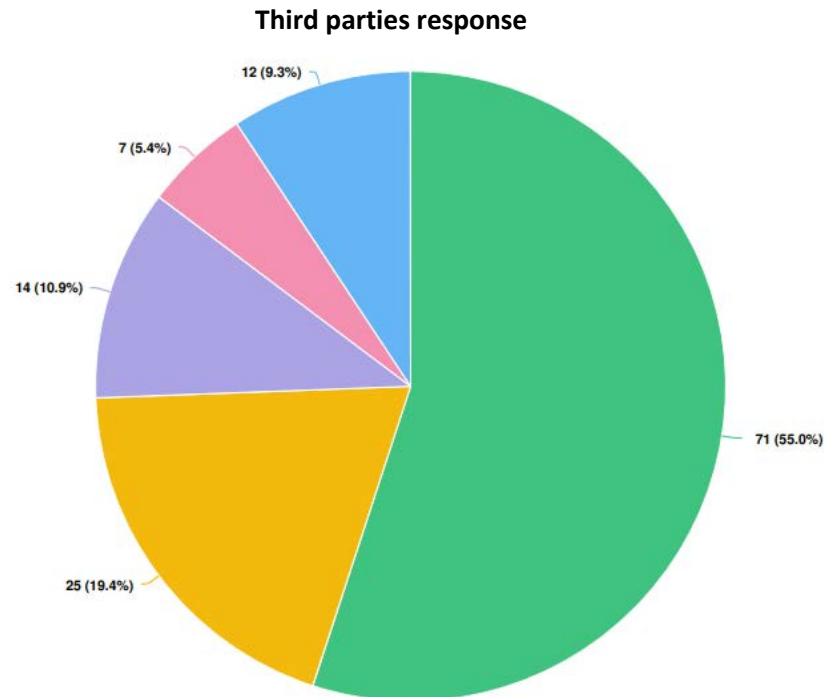
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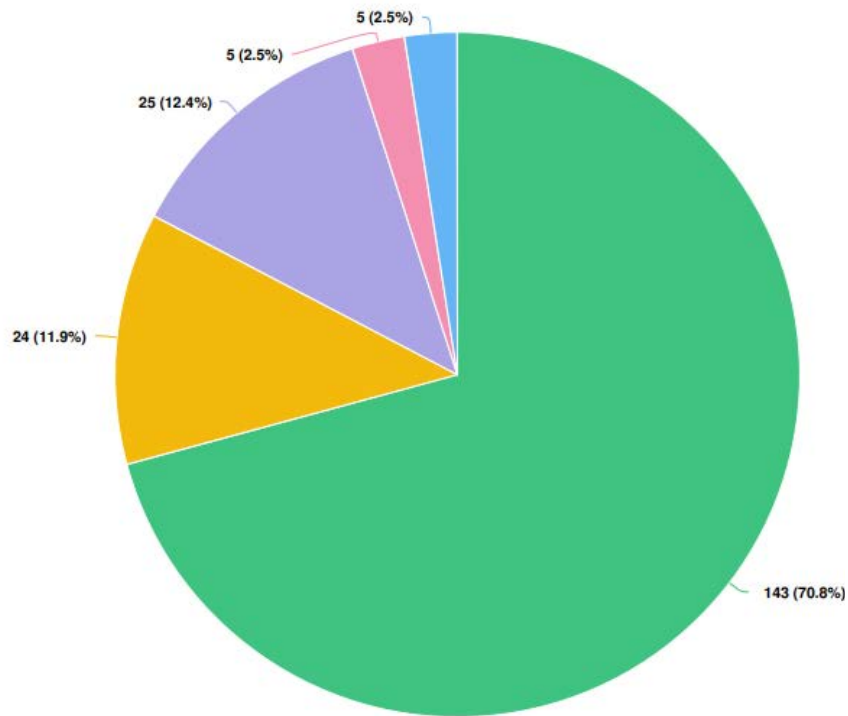


Question options

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Policy concept 8: Require landlords to supply or clearly direct renters to renters' rights and responsibilities information (possibly hosted online and managed by the City).

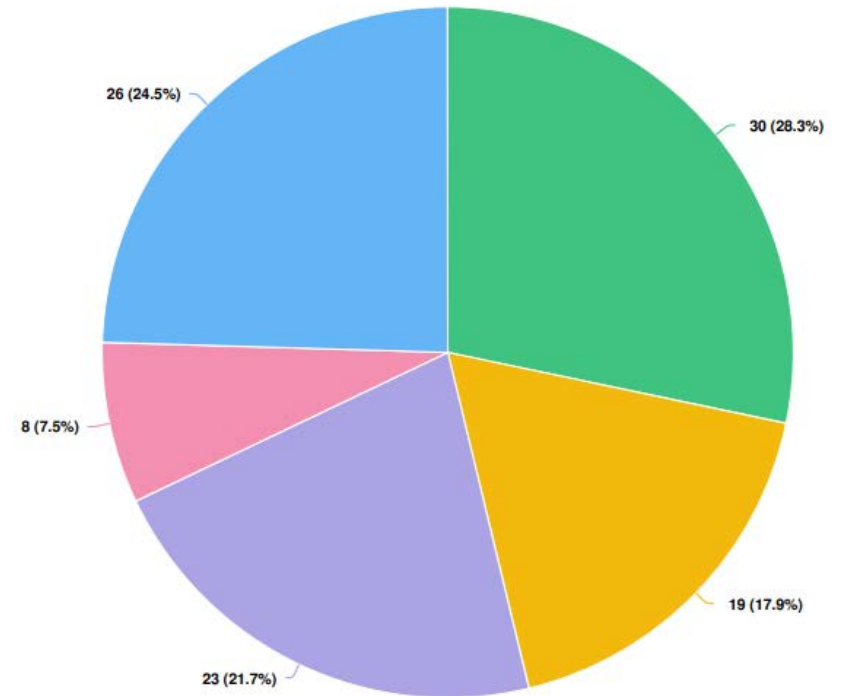
Renter response



Question options

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Landlord response

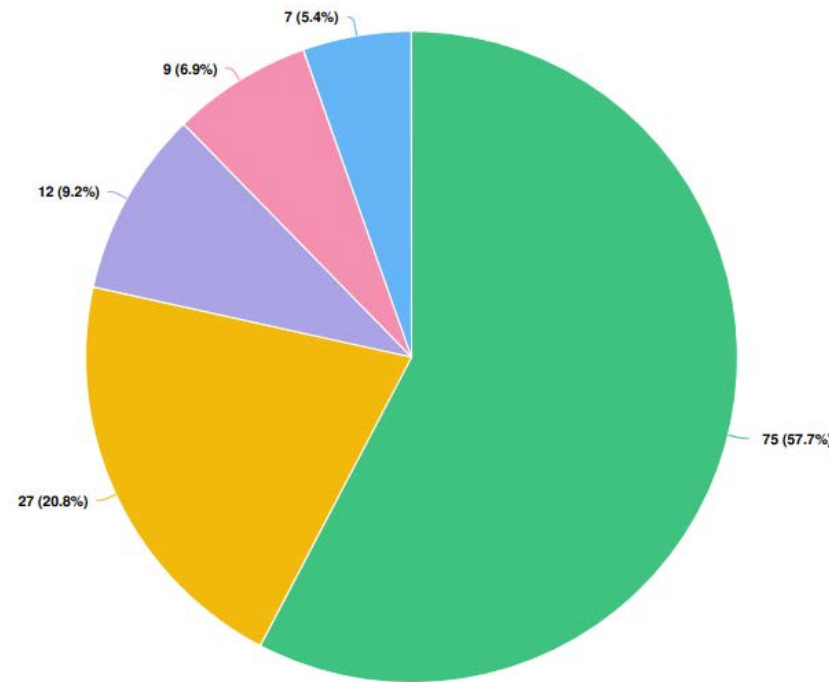


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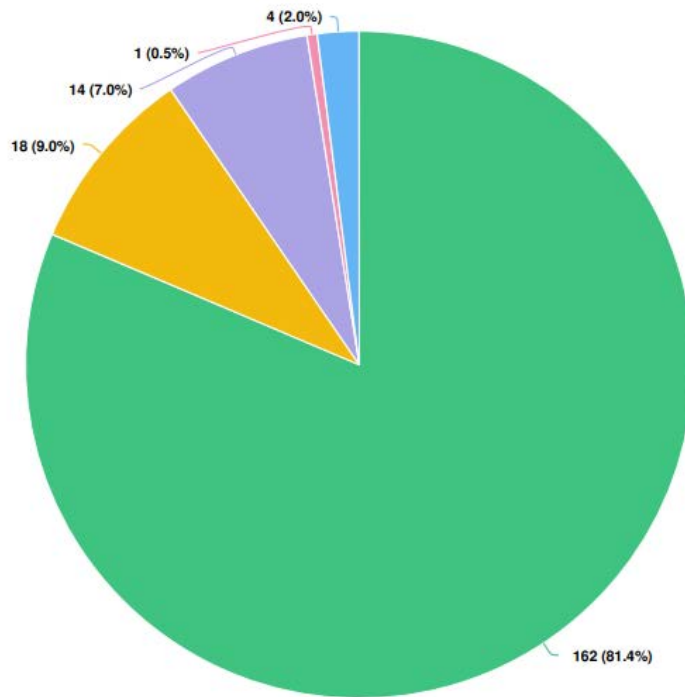


Question options

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Policy concept 9: Extend the rent increase notification period to 90 days or longer (60 day notice required now) to allow renters an opportunity to find and save money for new rental housing.

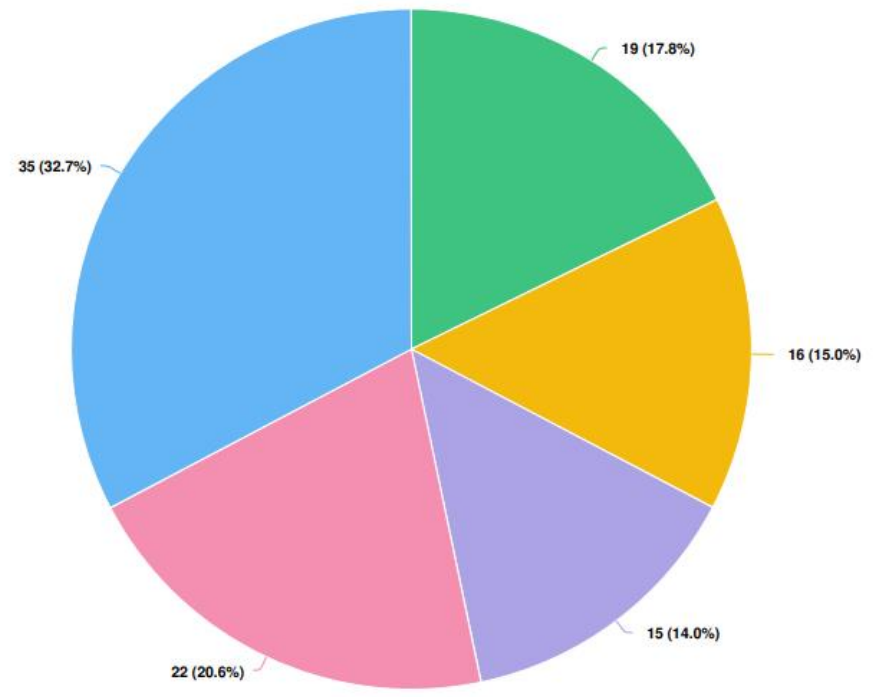
Renter response



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Landlord response

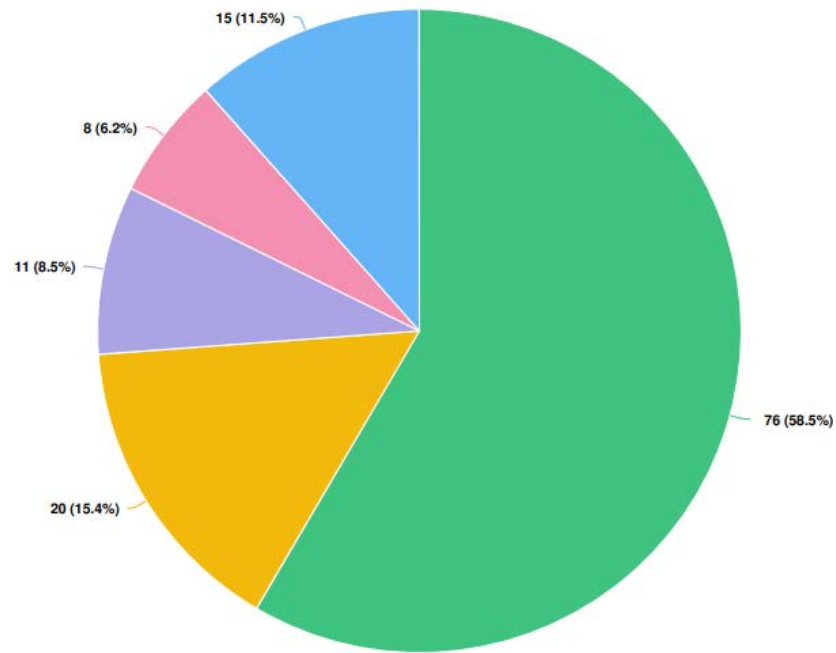


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Third Parties response

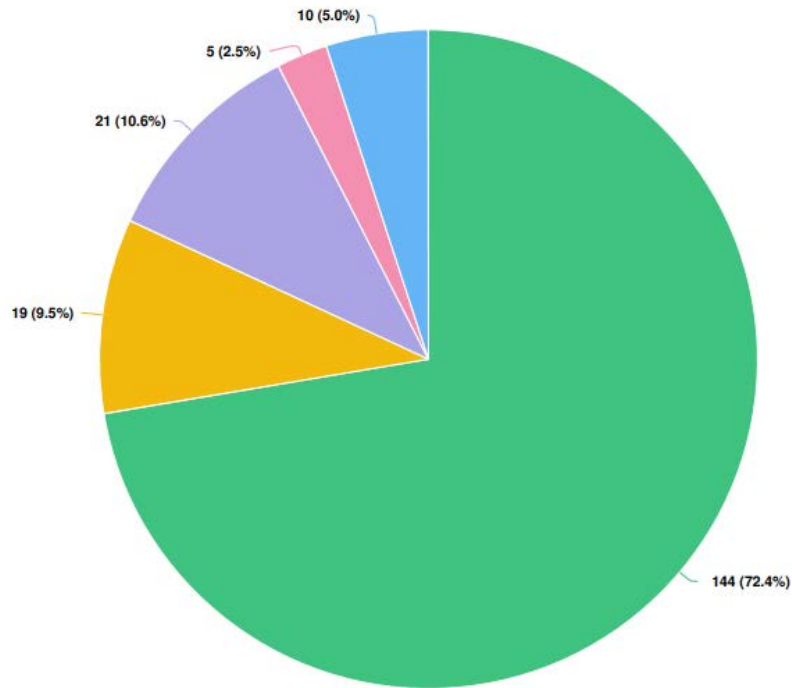


Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Policy concept 10: Extend the requirement that landlords must provide a reason as defined by State law to end or refuse to renew any tenancy, without exceptions. Explanation: The State law passed in 2021 allows landlords to end a tenancy for no reason at the end of some 6-12 month lease terms, by providing the tenant with 60 days' written notice.

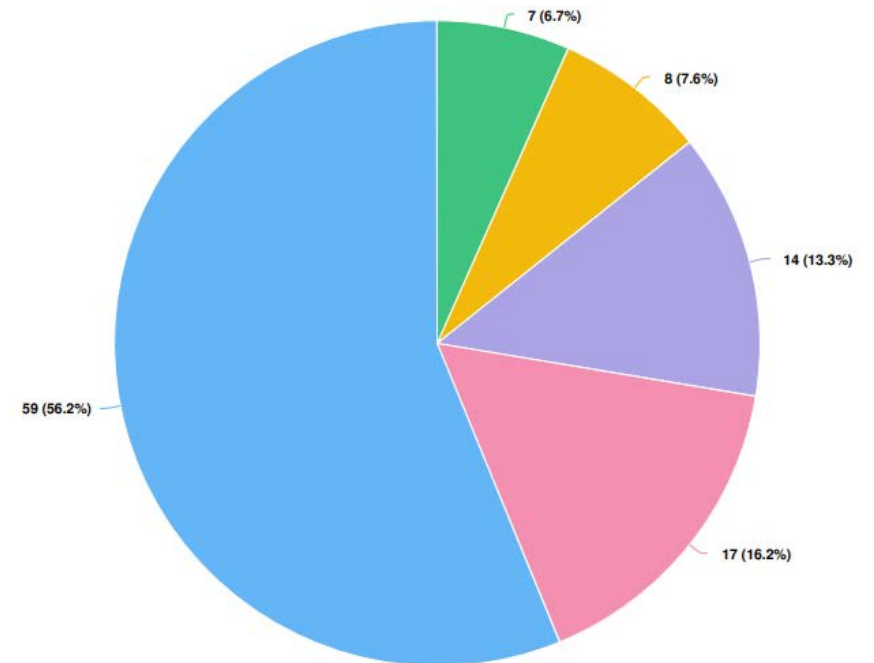
Renter response



Question options

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Landlord response

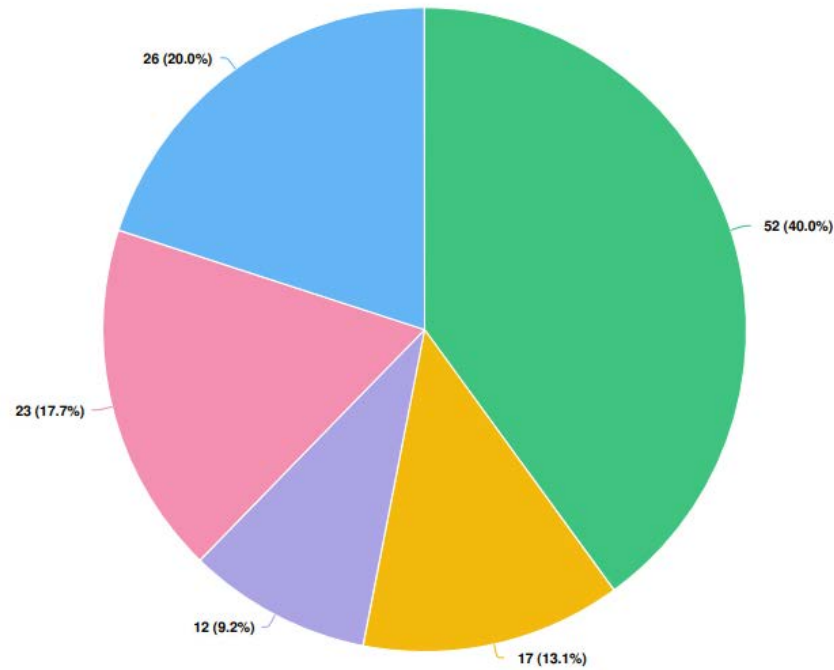


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Third parties response



Question options

Very supportive Somewhat supportive Neutral Not very supportive Not at all supportive

Please rank the following ten policy options according to how effective they would be in stabilizing rental housing conditions. Rank them from least (1) to most (10) effective. Each number from 1-10 can only be used once.

Renters		Landlords	
OPTIONS	AVG. RANK	OPTIONS	AVG. RANK
Require sharing of renters' rights and responsibilities info	5.21	Limit amount of deposit collected at move-in	4.26
Offer low-interest loans or grants for rental repairs	5.23	Landlords must give a reason for ending any tenancies	4.70
Create a landlord registry	5.24	Limit renter screening	4.78
Extend mediation or retain a landlord-tenant navigator to reduce evictions	5.38	Extend installment payments for move-in costs	4.97
Extend the rent increase notification period	5.44	Extend the rent increase notification period	5.12
Limit renter screening	5.50	Create a landlord registry	5.34
Extend installment payments for move-in costs	5.58	Create a relocation assistance program	5.67
Landlords must give a reason for ending any tenancies	5.61	Extend mediation or retain a landlord-tenant navigator to reduce evictions	5.76
Create a relocation assistance program	5.67	Require sharing of renters' rights and responsibilities info	5.78
Limit amount of deposit collected at move-in	5.74	Offer low-interest loans or grants for rental repairs	6.53

Please rank the following ten policy options according to how effective they would be in stabilizing rental housing conditions. Rank them from least (1) to most (10) effective. Each number from 1-10 can only be used once.

Third parties

OPTIONS	AVG. RANK
Create a landlord registry	4.99
Extend installment payments for move-in costs	5.13
Require sharing of renters' rights and responsibilities info	5.15
Limit amount of deposit collected at move-in	5.30
Extend the rent increase notification period	5.30
Create a relocation assistance program	5.38
Extend mediation or retain a landlord-tenant navigator to reduce evictions	5.51
Limit renter screening	5.63
Landlords must give a reason for ending any tenancies	5.87
Offer low-interest loans or grants for rental repairs	6.01



City Council

Approval of an Ordinance Updating and Amending Olympia Municipal Code Title 9 - Public Peace, Morals and Welfare

Agenda Date: 8/16/2022
Agenda Item Number: 4.G
File Number: 22-0769

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

Title

Approval of an Ordinance Updating and Amending Olympia Municipal Code Title 9 - Public Peace, Morals and Welfare

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading an ordinance updating and amending Olympia Municipal Code Title 9 - Public Peace, Morals and Welfare.

Report

Issue:

Whether to approve an ordinance updating and amending Olympia Municipal Code Title 9 - Public Peace, Morals and Welfare by incorporating by reference certain state crimes in Title 9 RCW, Crimes and Punishments, and Title 9A RCW, the Washington Criminal Code, and by amending certain chapters and sections of Title 9 OMC.

Staff Contact:

R. Tye Graham, Chief Prosecutor, Legal Department, 360.753.8449

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In order to give the City the authority to prosecute a state statute, the statute must be adopted and incorporated by reference into the Olympia Municipal Code (OMC).

A comprehensive review of OMC Title 9 - Public Peace, Morals and Welfare (Title 9 OMC) has identified needed updates and amendments. The proposed ordinance updates the OMC by incorporating by reference certain crimes in Title 9 RCW, Crimes and Punishments, and Title 9A RCW, the Washington Criminal Code, and amends certain chapters and sections of Title 9 OMC as

described below.

Section 1 - OMC Chapter 9.04 - Aiding or Abetting Crime. Adopts:

- RCW 9A.28.020 - Criminal Attempt (attempting a crime).
- RCW 9A.28.030 - Criminal Solicitation (soliciting or enticing someone to commit a crime).
- RCW 9A.28.0940 - Criminal Conspiracy (working in concert to commit a crime).
- All Class C felony crimes. By adopting the state versions of criminal attempt, criminal solicitation, and criminal conspiracy, the City can enforce attempted Class C felonies set forth in chapter 9A.28 RCW that are declined by the Thurston County Prosecutor's Office and then returned to the City to be prosecuted as a Gross Misdemeanor.

As the heavy workload in the Thurston County Prosecutor's office continues, a number of felony cases are declined and returned to the City. This proposed amendment would allow the City to enforce those felonies as a Gross Misdemeanor.

Section 2 - OMC Chapter 9.08 - Offenses Against Government.

- Adopts RCW 9A.44.132 - Failure to Register as a Sex Offender or Kidnapping Offender. Currently, only conviction of a Gross Misdemeanor sex offense requires registration. Adoption of this crime would permit the City to enforce that registration requirement.

Section 3 - OMC 9.16 - Offenses Against Public Peace.

- Repeals OMC 9.16.050(E) - Offenses in Public - Crime of Riot and replaces it by adoption of RCW 9A.84.010 - Criminal Mischief.
- The crime of Riot pointed to a definition no longer found in the RCW. The crime of Criminal Mischief has the same elements as the old crime of Riot, but with a new name. This is an important tool for the Olympia Police Department when managing demonstrations or public assemblies that have escalated into unlawful behavior under state law.
- Repeals OMC 9.16.100 - .170, removing limitations imposed on Teen Dance Clubs. Sections are outdated; no current businesses within the City meet this definition.
- Amends OMC 9.16.180 - Pedestrian Interference to make the mental intent element consistent throughout the crime.

Section 4 - OMC 9.20.010 - Crimes Against Persons - State Statutes Adopted by Reference.

- Adopts the crimes of Custodial Interference, Criminal Mistreatment, Abandonment of a Dependent Person, Leaving a Child With a Sex Offender, Sexual Misconduct, Disclosing of Intimate Images, and the Special Allegation of Sexual Motivation. Cases alleging crimes of Custodial Interference, Criminal Mistreatment, and Disclosing Intimate Images currently occur a few times a year for review by City Prosecutors. A special allegation is a modifier to another crime, in this case it alleges that the criminal was motivated with sexual gratification in the execution of the crime. This occurs most often in cases of Assault where someone is grabbed or touched in an intimate location.

Section 5 - OMC 9.36 - Liquor Offenses.

- Amended by adopting various sections of Title 66 RCW - Alcoholic Beverage Control as they apply to liquor. The wording between the OMC and RCW versions are nearly identical, but to avoid a change in State policy on liquor, this adoption should be made.

Section 6 - OMC 9.40 - Offenses Against Property.

- Repeals OMC 9.40.110 - Disposal of Litter - Penalty of Violation and adopts RCW 70A.200 060 - Littering Prohibited - Penalties - Litter Cleanup Restitution Payment.
- Adopts the crimes of Possession of Another's ID (identification), Computer Trespass, Spoofing, and Electronic Data Tampering. In a society that is very dependent on smart phones, these crimes are starting to occur by domestic violence offenders in an effort to monitor and control their victims.

Section 7 - OMC 9.44 - Offenses By or Against Juveniles.

- Adopts RCW 9.68A.090 Crime of Communication with a Minor for Immoral Purposes.
- Creates the crime of Assault of a Child in the Fourth Degree. In the RCW, Assault of a Child in the First, Second, and Third degree are the same crimes with the same penalties as Assault in the First, Second, and Third Degrees. The State does not have a crime for Assault of a Child in the Fourth Degree. The purpose of this crime is to better inform prosecutors, judges, and anyone who has the authority and need to see a person's criminal history. For instance, if an offender is being sentenced for Assault of a Child in the Second Degree, seeing this crime on the offender's criminal history will have an effect upon the terms of sentencing by the court.

Section 8 - OMC 9.48.170 - Weapons and Fireworks - State Statutes Adopted by Reference.

- Updates OMC 9.48.170 - State Statutes Adopted by Reference related to weapons and fireworks.
- Adopts RCW 9.41.305 Open Carry of Weapons Prohibited on State Grounds and Municipal Buildings. RCW 9.41.305 was amended by the last legislative session to allow local governments to prohibit the open carry of firearms in municipal buildings that are used by the governing body of the local government, or any location used by the governing body for public meetings or hearings by local government. There are requirements as to posting signs of the prohibition.
- Adopts RCW 9A.49.020 and .030 Unlawful Discharge of a Laser in the First and Second Degrees and RCW 77.15.460 Possession of a Loaded Shotgun or Rifle in a Vehicle. The Laser offenses are crimes that were seen during demonstrations and public assemblies when persons used lasers against the eyes of Olympia Police officers.

Section 9 - OMC 9.62 - Domestic Violence and Protection Orders.

- Revises the adoption of RCW crimes for violations of protection orders. In ESSHB 1320, the legislature moved the civil protection orders within the RCW to Title 7.105, effective July 1, 2022. The City's prosecutors are currently unable to enforce those violations. This section also revises the Domestic Violence in the Presence of a Child ordinance to better clarify that it

carries a mandatory minimum sentence and fine for any Domestic Violence crime in the presence of a child, as well as allows for the charging of a separate crime for committing a domestic violence crime in the presence of a child.

Neighborhood/Community Interests (if known):

There is an inherent interest in protecting the public's safety and property, protecting children from violence, and appropriately holding offenders accountable for their conduct.

Options:

1. Approve on first reading and forward to second reading the ordinance updating and amending Olympia Municipal Code Title 9 - Public Peace, Morals and Welfare.
2. Approve on first reading the ordinance updating and amending Olympia Municipal Code Title 9 - Public Peace, Morals and Welfare with specific modifications and forward to second reading.
3. Do not approve the ordinance. If the updated and amended ordinance is not approved, the City's prosecutors will be unable to enforce violations of civil protection orders. It is possible the Thurston County Prosecutor's Office may be able to assist prosecuting City crimes based upon the recent Interlocal Agreement, but it is not desirable given the County Prosecutor's current case backlog.

Financial Impact:

There is no financial impact related to this action.

Attachments:

Ordinance

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
VARIOUS CHAPTERS AND SECTIONS OF OLYMPIA MUNICIPAL CODE TITLE 9 —
PUBLIC PEACE, MORALS AND WELFARE**

WHEREAS, the criminal statutes of the Revised Code of Washington (RCW) have been subject to numerous updates and changes by the Washington State Legislature in recent legislative sessions, most notably in the areas of domestic violence and computer crimes; and

WHEREAS, a comprehensive review of Olympia Municipal Code (OMC) Title 9 – Public Peace, Morals and Welfare (Title 9 OMC) has identified that update and amendment of Title 9 OMC is needed; and

WHEREAS, the proposed ordinance updates the OMC by incorporating by reference certain crimes in Title 9 RCW, Crimes and Punishments, and Title 9A RCW, the Washington Criminal Code, and amends certain chapters and sections of Title 9 OMC; and

WHEREAS, the City Council determines it to be in the best interest of the residents of the City of Olympia to amend Title 9 OMC as proposed; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11 of the Washington State Constitution and any other applicable authority;

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

Section 1. Amendment of OMC 9.04. Olympia Municipal Code Chapter 9.04 is hereby amended to read as follows:

Chapter 9.04

AIDING OR ABETTING CRIME

9.04.000 Chapter Contents

Sections:

9.04.010 Unlawful acts designated.

9.04.020 State statutes adopted by reference.

9.04.010 Unlawful acts designated

With regard to any crime described under this title, it is further unlawful to: with intent to commit an offense under this title, aid, agree to aid, abet, or cause another person to commit a crime described in this title.

~~A. — With intent to commit a specific crime, do any act which is a substantial step toward the commission of that crime and which constitutes an attempt to commit that crime. It is no defense under this section that the crime charged to have been attempted was, under the attendant circumstances, factually or legally impossible of commission;~~

~~B. — With intent to commit an offense under this title, aid, agree to aid, abet, solicit, or cause another person to commit a crime described in this title.~~

9.04.020 State statutes adopted by reference

A. The following sections of the Revised Code of Washington, as they appear now or are hereafter amended, are hereby adopted by reference as though fully set forth in this chapter:

RCW 9A.28.020 – Criminal attempt
RCW 9A.28.030 – Criminal solicitation
RCW 9A.28.040 – Criminal conspiracy

B. All Class C felony crimes set forth in the Revised Code of Washington, as they appear now or are hereafter amended, are hereby adopted by reference for the purposes of charging a gross misdemeanor for any violation of any of the crimes set forth in chapter 9A.28 RCW.

Section 2. Amendment of OMC 9.08. A NEW SECTION 9.08.100 is hereby added to Olympia Municipal Code Chapter 9.08, to read as follows:

Chapter 9.08

OFFENSES AGAINST GOVERNMENT

9.08.000 Chapter Contents

Sections:

9.08.010 Definitions.
9.08.020 Obstructing a public servant or officer.
9.08.025 Making a false or misleading statement to a public servant.
9.08.030 Hindering a law enforcement official.
9.08.040 Resisting arrest.
9.08.050 Rescue from official detention.
9.08.055 Introducing contraband into jail.
9.08.060 Escape.
9.08.065 Bail Jumping.
9.08.070 False reporting.
9.08.080 Refusing to summon aid for a police officer.
9.08.090 Misrepresentation as police officer.
9.08.100 State statutes adopted by reference.

9.08.100 State statutes adopted by reference

The following sections of the Revised Code of Washington, as they appear now or are hereafter amended, are hereby adopted by reference as though fully set forth in this chapter:

RCW 9A.44.132 – Failure to register as sex offender or kidnapping offender

Section 3. Amendment of OMC 9.16. Olympia Municipal Code Chapter 9.16 is hereby amended to read as follows:

Chapter 9.16

OFFENSES AGAINST PUBLIC PEACE

9.16.000 Chapter Contents

Sections:

- 9.16.010 Definitions.
- 9.16.020 Disorderly conduct.
- 9.16.030 Failure to disperse.
- 9.16.040 Disruption of school activities.
- 9.16.050 Offenses in public.
- 9.16.055 Opening or consuming liquor in public place.
- 9.16.060 Public parades and demonstrations.
- 9.16.090 Public events--Criminal activity.
- ~~9.16.100 Teen dances--Regulation--Purpose.~~
- ~~9.16.110 Teen dances--Definitions.~~
- ~~9.16.120 Teen dance club--License required.~~
- ~~9.16.130 Teen dance club--License exceptions.~~
- ~~9.16.140 Teen dance club--License application requirements.~~
- ~~9.16.150 Teen dance club--License permit issuance.~~
- ~~9.16.160 Teen dance club--License suspension or revocation.~~
- ~~9.16.170 Teen dance club--Regulations.~~
- 9.16.180 Pedestrian interference.
- 9.16.190 State statutes adopted by reference.

9.16.010 Definitions

For the purpose of this chapter, certain words and terms are defined as follows:

- A. "Public safety order" is an order issued by a peace officer designed and reasonably necessary to prevent or control a serious disorder, and promote the safety of persons or property.
- B. "School" has its ordinary meaning and also includes colleges, community colleges and institutions of higher education.

9.16.020 Disorderly conduct

A person is guilty of disorderly conduct if, without lawful authority, the person knowingly:

- A. Is involved in conduct and/or uses language that is abusive, threatening, or intimidating and which causes alarm for safety of others or creates risk of assault, riot or other public disorders;
- B. Intentionally disrupts a lawful assembly or meeting of persons, without lawful authority;
- C. Is involved in conduct which unreasonably disrupts the public peace; and/or
- D. Causes a public noise disturbance or is in possession and control of property on which a public noise disturbance occurs. The following sounds are determined to be public noise disturbances:
 - 1. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
 - 2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or

internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace comfort and repose of owners or possessors of real property.

3. Yelling, shouting, hooting, whistling or singing on or near the public streets, particularly between the hours of eleven p.m. and seven a.m. or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property.

4. The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interferes with the peace, comfort, and repose of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions, or social gatherings.

5. Sound from motor vehicle audio sound systems, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the vehicle itself.

6. Sound from portable audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source, and if not operated upon the property of the operator.

The foregoing provisions shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts.

Provided that the foregoing enumeration of acts and noises shall not be construed as excluding other acts and noises which offend the public peace.

9.16.030 Failure to disperse

A person is guilty of failure to disperse if:

A. The person congregates with a group of three or more other persons and there are acts of conduct within that group which create a substantial risk of causing injury to any person or substantial harm to property; and

B. The person refuses or intentionally fails to obey a public safety order to move, disperse or refrain from specified activity in the immediate vicinity.

9.16.040 Disruption of school activities

A person is guilty of disruption of school activities if the person comes upon a school ground, or street, sidewalk, or public way adjacent thereto without lawful reason, and intentionally causes substantial disruption of the activities of the school.

9.16.050 Offenses in public

It is unlawful for a person to:

A. Refuse to pay proper fare in public conveyances; or

B. Intentionally fight with another person in a public place and thereby create a substantial risk of:

1. Injury to a person who is not actively participating in the fight; or

2. Damage to the property of a person who is not actively participating in the fight; or

C. Expectorate upon the floor, walls or furniture of any public conveyance or public building; or

D. Intentionally throw any objects at, against or upon any house, building, structure, vehicle or premises of another person or of the city without the consent of that person or the city; or

~~E. Commit the crime of riot as defined in RCW 9A.84.010.~~

9.16.055 Opening or consuming liquor in public place

A. It is unlawful for a person to open any container which contains intoxicating liquor, or possess any such container which has been opened, or drink any intoxicating liquor in a public conveyance or public place not previously authorized by law, by a permit, or specifically approved in writing pursuant to a previously established policy by the City Manager or the City Manager's designee.

B. Notwithstanding ~~OMC chapter 9.64 OMC~~, every person who violates any provision of this section shall be guilty of a class 3 civil infraction under chapter 7.80 RCW.

C. It shall be unlawful for any person to fail to appear as directed when served with a citation and notice to appear in Municipal Court and shall be subject to the penalty set forth in OMC 9.64.010(A).

9.16.060 Public parades and demonstrations

A. Whenever any person or persons plan to have any procession, demonstration, or parade through or upon the streets of the city, which procession, demonstration, or parade will use the roadway section of the public right-of-way or will disrupt sidewalk pedestrian traffic in a significant way, the persons or person who will have charge, supervision, management or direction of such procession, demonstration, or parade are encouraged to, prior to such event, notify the chief of police of the city or the city manager or designee of the intention to conduct such parade, demonstration, or procession. The person or persons in charge, supervision, management or management of such processions, demonstration, or parade are encouraged to, prior to the event, discuss and plan with the chief of police or the city manager or designee the place within the city where such parade, demonstration, or procession will occur or commence its march and the proposed route, the street names, the approximate time expected to be consumed and the approximate number of persons and/or automobiles or other vehicles expected to take part.

B. On receipt of such notice, the chief of police or the city manager or designee shall meet with the person(s) involved and discuss the proposed time, place, number of persons involved, and the manner in which the procession, demonstration, or parade shall be carried out; provided, however, that if in the judgment of the chief of police, the city manager or designee, a parade, demonstration, or procession of the size, at the time, and along the route indicated will unduly interfere with vehicle or pedestrian traffic, or endanger persons or property within the city or endanger the persons involved in the procession, demonstration, or parade, the chief of police or the city manager or designee may suggest reasonable alternative time(s) and/or routes or locations for such activity.

9.16.090 Public events--Criminal activity

A. No person shall physically and intentionally or knowingly interfere with any public event activity in a manner which unreasonably disrupts the activity or causes participants therein to be seriously distracted from their performance. For purposes of this section, "activity" includes any parade, procession, race, game, exhibition or similar activity which is conducted on a public street and is an official part of a public event. The term "public event" shall be defined as set forth in Section 10.64.010.

B. No person shall commit any offense against public peace as defined in Chapter 9.16 or commit a crime against persons as defined in Chapter 9.20 while attending or in conjunction with a public event. Any person who engages in such conduct or commits a felony while attending or in conjunction with a public event may, in the case of private property, be ordered removed from the property on which the event is held by any person(s) having lawful authority over the event or, in the case of a public street, by a law enforcement officer. With respect to a public street, a court of competent jurisdiction may issue an order prohibiting the person from returning to the property on which the event is held for the duration of the event if there is cause to believe that further violations would occur if the person were allowed to return. Any violation of such an order lawfully issued shall constitute criminal trespass pursuant to Section 9.40.080.

C. Any violation of this section shall constitute a misdemeanor ~~and be punishable by a fine not to exceed five hundred dollars, and/or by a jail sentence not to exceed ninety days.~~

9.16.100 — Teen dances — Regulation — Purpose

Sections 9.16.100 through 9.16.170 are an exercise of police power for the protection of the public welfare, health and safety of those minors that attend and patronize teen dance clubs. The city council finds and declares that the problems of runaway children, drug abuse, alcohol abuse and abuse of children are pervasive and that the city has received complaints in the past from neighbors of teen clubs complaining of such vandalism, excessive noise, public urination, etc.; and that such problems are of such magnitude that they are a matter of city concern and are contributed to by unregulated teen clubs. Sections 9.16.100 through 9.16.170 are intended to regulate teen clubs, to address the above-referenced problems and to diminish the negative impact of unregulated teen clubs.

9.16.110 — Teen dances — Definitions

For purposes of Sections 9.16.100 through 9.16.170, and unless the context plainly requires otherwise, the following definitions are adopted:

A. "Teen dance" means any dance generally open to the public but which is attended primarily by persons under the age of twenty and which:

1. Is conducted for a profit, direct or indirect; or
2. Requires a monetary payment of a fee, membership or other charge or contribution for many of the persons admitted.

B. "Teen dance club" means any place or premises where a teen dance is conducted, operated or maintained on an ongoing or regular basis and includes the premises in or on which the teen dance is conducted, operated or maintained, together with all hallways, bathrooms and all privately owned adjoining areas and open spaces on or above the premises in or on which the teen dance is conducted, including areas for vehicular parking, which are accessible to the public during the dance and which are subject to the control of the person or entity conducting, operating or maintaining the teen dance.

C. "Person" includes any natural person and, in addition, a corporation, partnership or unincorporated association.

D. "Director" means the director of administrative services for the city of Olympia.

9.16.120 — Teen dance club — License required

It is unlawful for an owner, tenant, lessee or permittee of a building or premises to operate or allow to be operated therein a teen dance club without a current and valid teen dance club license issued pursuant to Sections 9.16.100 through 9.16.170. A separate license is required for each teen dance club premises and the same shall at all times be conspicuously posted and maintained thereon.

The director shall prescribe the form of such license, number the same and shall indicate thereon the location of the licensed teen dance club. An annual fee of thirty dollars shall be imposed for each license issued.

9.16.130 — Teen dance club — License exceptions

A license hereunder is not required for any teen dance club which is operated and maintained by:

A. An accredited school or college;

B. The city of Olympia; or

C. A religious, charitable or nonprofit organization or corporation which has received tax exempt status under IRC Paragraph 501(C) (3), 26 USC, as now or hereafter amended.

~~9.16.140—Teen dance club—License application requirements~~

~~Any person seeking a teen dance club license, who will actually operate said club, shall complete and file a written application with the director which shall include the following information:~~

- ~~A.— The name and address of the applicant;~~
- ~~B.— The location of the premises for which the license is sought;~~
- ~~C.— Whether the applicant is the owner, tenant, lessee or permittee of said premises;~~
- ~~D.— The name of the officers, directors, or partners if the applicant is a corporation or partnership;~~
- ~~E.— A statement that the applicant will actually operate and manage the teen dance club;~~
- ~~F.— A statement or confirmation that the premises comply with all zoning, building and other regulations of the city of Olympia; and~~
- ~~G.— Any other information deemed necessary by the director.~~

~~9.16.150—Teen dance club—License permit issuance~~

~~A.— Upon receipt of an application for a teen dance club license, the director shall refer the application to the police chief for a criminal background check of the applicant. The license shall be issued unless:~~

- ~~1.— The applicant or any of its officers or partners has been convicted within the past five years of any crime involving improper conduct toward minors, any crime involving use or possession of controlled substances or any sex offenses;~~
- ~~2.— The premises for which the license is sought does not comply with the zoning, building or other regulations of the city; or~~
- ~~3.— The applicant has not submitted the required fee therefor.~~

~~B.— Any permits so issued shall be conspicuously posted in the premises for which the teen dance club license is sought. The license shall be effective for the calendar year for which it was issued.~~

~~9.16.160—Teen dance club—License suspension or revocation~~

~~A.— Any license issued hereunder may be suspended or revoked upon a finding by the director of any of the following:~~

- ~~1.— The applicant has failed to disclose a material fact or has given any false statement or information in the application which bears on its issuance;~~
- ~~2.— The applicant, or any officer or partner thereof, has committed any crimes or act since the issuance of the license which would have been grounds for a denial thereof;~~
- ~~3.— There has occurred upon the dance hall premises repeated violations of Chapter 9.24 of the Olympia Municipal Code (offenses against public decency);~~
- ~~4.— There has been repeatedly occurred upon the premises of the licensed teen dance club the possession, consumption or supplying of liquor, as defined in RCW 66.04.010(15) by or to persons under the age of twenty-one years;~~
- ~~5.— There has repeatedly occurred on the premises of the teen dance club the possession, supplying or use by any person of marijuana, cocaine, or any other controlled substance as defined in RCW 69.50.101(D) not prescribed by a licensed physician for use by the person possessing, receiving or using the same;~~

~~6.— There has repeatedly occurred acts of vandalism, excessive noise, disturbance of the peace or public urination or defecation on the licensed premises or in the immediate vicinity thereof by persons patronizing said licensed teen dance club; or~~

~~7.— If there repeatedly occurs any violation of Section 9.16.170 of this chapter.~~

~~B.— Any person aggrieved by a suspension, vacation or, denial of a teen dance club license shall be entitled to a review hearing before the city manager prior to the effective date of said suspension or revocation. Notice of an intended suspension or revocation and the reasons therefor shall be sent to the applicant or the applicant's agent, officers or partners at least ten days prior to the intended suspension or revocation period. The notice shall inform the applicant/agent, officer or partner of the applicant's/agent's, officer's or partner's right to a hearing, upon request therefor, prior to the date of suspension or revocation.~~

~~9.16.170—Teen dance club—Regulations~~

~~No person conducting or operating a teen dance club shall permit any person, other than an employee, to leave that area of the dance club for which an admission fee is charged and return thereto unless the person pays a readmission fee equal to, or greater than, one half of the original price of the original price of admission.~~

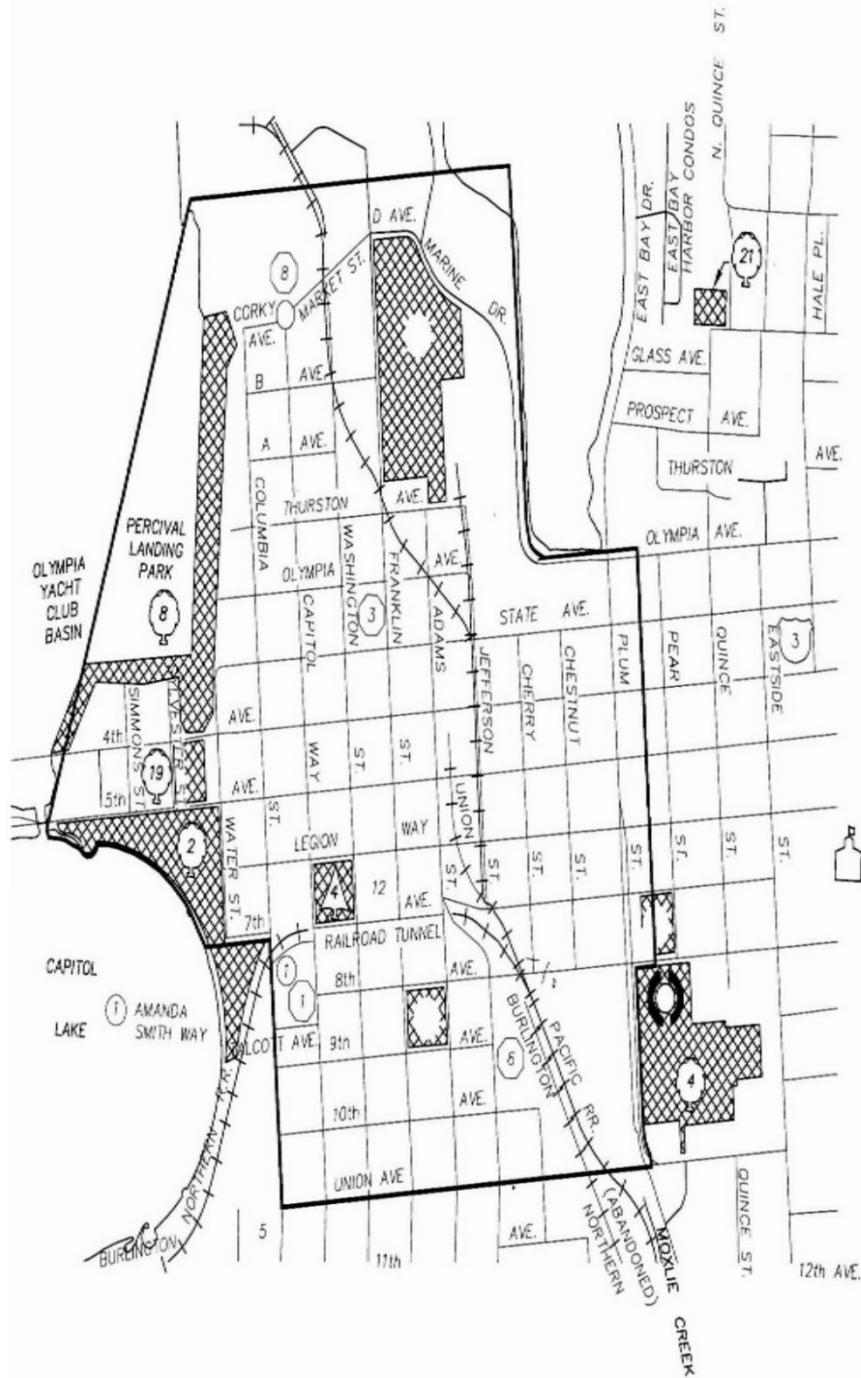
9.16.180 Pedestrian interference

A. A person is guilty of pedestrian interference if, in a public place, the person obstructs pedestrian or vehicular traffic.

B. The following definitions apply in this section:

1. "Downtown Commercial Zone" means the area depicted in Figure 1, attached hereto and incorporated herein, showing the areas within the City of Olympia in which conduct is prohibited under subsections B.2.b and B.2.c of this section.

Figure 1



PROJECT NO.	CITY OF OLYMPIA	DRAWING NAME
DRAWN BAM	PEDESTRIAN INTERFERENCE RESTRICTIONS	
SCALE NTS		DECEMBER 2006

2. "Obstruct pedestrian or vehicular traffic" means to:

- a. In a public place, ~~intentionally~~ knowingly walk, stand, sit, lie, grasp a person, or place an object in such a manner as to obstruct or impede, or tending to obstruct or impede, the free passage of any person or vehicle, or to require another person or a driver of a vehicle to take action to avoid physical contact; or
- b. at any time knowingly vend on any sidewalk, street or alley within the Downtown Commercial Zone as depicted in Figure 1 of this section; or
- c. between the hours of 7 a.m. and 12 a.m., sit or lie on any sidewalk, street or alley within the Downtown Commercial Zone as depicted in Figure 1 of this section. A culpable mental state is not required, and need not be proven, for an offense as defined under this subsection. No person shall be cited under this subsection unless the person engages in conduct prohibited by this subsection after having been notified by a law enforcement officer that the conduct violates this subsection.

3. Affirmative Defenses. It is an affirmative defense under subsections B.2.b and B.2.c, that the defendant must prove by a preponderance of the evidence, that the defendant was:

- (i) Sitting or lying down on a publicly-owned sidewalk or alley due to a medical emergency;
- (ii) Utilizing, as the result of a disability, a wheelchair, walker, or similar device to move about on the publicly-owned sidewalk or alley;
- (iii) Operating or patronizing a commercial establishment conducted on any sidewalk, street or alley pursuant to a street use permit;
- (iv) Vending, sitting or lying down on any sidewalk, street or alley within any portion of the Downtown Commercial Zone where such conduct is approved by the City as part of participation in or attendance at a parade, festival, rally, or demonstration; provided, however, that this defense shall not be available to a defendant refusing to obey a reasonable request or order by a police officer to move to prevent obstruction of a public street, alley, sidewalk or building or entrance or doorway into or out of a building open to the public, or to maintain public safety by dispersing those gathered in dangerous proximity to a fire or hazard;
- (v) Sitting on a chair or bench supplied by a public agency or by the abutting private property owner or lessee for that purpose, pursuant to a temporary street use or other applicable permit or authorization if required;
- (vi) Sitting or standing on a publicly-owned sidewalk within a bus stop zone while waiting for public or private transportation;
- (vii) Waiting in a line to purchase tickets to or attend a performance or public event, or to gain entry to a business adjacent to the publicly-owned sidewalk or alley;

Provided, however, that nothing in any of these affirmative defenses shall be construed to permit any conduct which is prohibited by ~~OMC-9.16.180.B.2.a~~ 9.16.180(b)(2)(a).

4. "Public place" means an area generally visible to public view and includes alleys, bridges, buildings, driveways, parking lots, parks, plazas, sidewalks, and streets open to the general public including places that serve food or drink or provide entertainment, in the doorways and entrances to buildings or dwellings and the grounds enclosing them.

5. "Sit or Lie" means to sit or lie directly upon a sidewalk, street, or alley, or to sit or lie down upon any blanket, sleeping bag, bedroll, tarpaulin, cardboard, or any other similar object placed upon the sidewalk, street or alley.

6. "Vend" means to offer for sale, whether orally or through the use of written or printed media, any item of value to another person.

9.16.190 State statutes adopted by reference

The following sections of the Revised Code of Washington, as they appear now or are hereafter amended, are hereby adopted by reference as though fully set forth in this chapter:

RCW 9A.84.010 Criminal mischief

Section 4. Amendment of OMC 9.20.010. Olympia Municipal Code Section 9.20.010 is hereby amended to read as follows:

9.20.010 State statutes adopted by reference.

The following sections of the Revised Code of Washington (RCW), as they appear now or are hereafter amended, are hereby adopted by reference as though fully set forth in this chapter:

RCW 9A.36.070 – Coercion

RCW 9A.36.041 - Assault in the fourth degree

RCW 9A.40.070 – Custodial interference in the second degree

RCW 9A.40.080 – Custodial interference – Assessment of costs – Defense-Consent defense, restricted

RCW 9A.42.035 – Criminal mistreatment in the third degree

RCW 9A.42.037 – Criminal mistreatment in the fourth degree

RCW 9A.42.080 – Abandonment of a dependent person in the third degree – Exception

RCW 9A.42.090 – Abandonment of a dependent person - Defense

RCW 9A.42.110 – Leaving a child in the care of a sex offender

RCW 9A.44.096 – Sexual misconduct with a minor in the second degree

RCW 9A.46.020 – Harassment

RCW 9A.46.030 – Place where committed

RCW 9A.46.040 – Court ordered requirements upon person charged with crime – Violation

RCW 9A.46.050 – Arraignment – No-contact order

RCW 9A.46.080 – Order restricting contact - Violation

RCW 9A.46.110 – Stalking

RCW 9A.86.010 – Disclosing intimate images

RCW 9.61.230 - Telephone harassment

RCW 9.61.240 – Permitting Telephone to be Used

RCW 9.61.250 – Telephone harassment- Offense, where deemed committed

RCW 9.61.260 – Cyberstalking

RCW 9.94A.835 – Special allegation – Sexual motivation – Procedures

Section 5. Amendment of OMC 9.36. Olympia Municipal Code Chapter 9.36 is hereby amended to read as follows:

Chapter 9.36

LIQUOR OFFENSES

9.36.000 Chapter Contents

Sections:

- 9.36.010 ~~Purpose and interpretation~~ State statutes adopted by reference.
- 9.36.020 ~~Definitions.~~ Sales to persons apparently under the influence of liquor.
- 9.36.030 ~~Disposition of liquor.~~
- 9.36.035 ~~Sales to persons apparently under the influence of liquor.~~
- 9.36.040 ~~General regulations.~~
- 9.36.050 ~~Frequenting places where liquor unlawfully kept or disposed of.~~
- 9.36.060 ~~Seized liquor to be turned over to the Board.~~
- 9.36.070 ~~Prosecution~~ Description of offense.
- 9.36.080 ~~Pleading particulars of offense.~~
- 9.36.090 ~~Prosecution~~ Proof of sale.
- 9.36.100 ~~Exemptions.~~

9.36.010—Purpose and interpretation

~~This chapter shall be deemed an exercise of the police power of the city, pursuant to RCW 66.08.120, as an aid to the enforcement of the Washington State Liquor Act (Chapter 62, Laws of 1933, Extraordinary Session), RCW Title 66, and all of its provisions shall be liberally construed for the accomplishment of that purpose.~~

9.36.020—Definitions

~~In this chapter, unless the context otherwise requires:~~

A. ~~"Alcohol" is that substance known as ethyl alcohol, hydrated oxide of ethyl, or spirit of wine, which is commonly produced by fermentation or distillation of grain, starch, molasses, or sugar or other substances, including dilutions and mixtures of the substance.~~

B. ~~"Beer" means any beverage obtained by the alcoholic fermentation of an infusion or decoction of pure hops, or pure extract of hops and pure barley malt or other wholesome grain or cereal in pure water containing not more than four percent of alcohol by weight, and not less than one-half of one percent of alcohol by volume. For the purposes of this title, any such beverage, including ale, stout and porter, containing more than four percent of alcohol by weight shall be referred to as "strong beer."~~

C. ~~"Board" means the Liquor Control Board, constituted under the Washington State Liquor Act.~~

D. ~~"Consumed" includes the putting of liquor to any use, whether drinking or otherwise.~~

E. ~~"Dentist" means a practitioner of dentistry, duly and regularly licensed and engaged in the practice of the practitioner's profession within the state pursuant to RCW Chapter 18.32.~~

F. ~~"Imprisonment" means confinement in the city jail.~~

G. ~~"Liquor" includes the four varieties of liquor defined in this section (alcohol, spirits, wine and beer), and all fermented, spirituous, vinous, or malt liquor, or combinations thereof, and mixed liquor, a part of which is fermented, spirituous, vinous or malt liquor, or otherwise intoxicating; and every liquid or solid or semisolid or other substance, patented or not, containing alcohol, spirits, wine or beer, and all drinks~~

that are drinkable liquids and all preparations of mixtures capable of human consumption, and any liquid, semisolid, solid, or other substance, which contains more than one percent of alcohol by weight shall be conclusively deemed to be intoxicating.

H.—"Malt liquor" means beer, strong beer, ale, stout, and porter.

I.—"Package" means any container or receptacle used for holding liquor.

J.—"Permit" means a permit for the purchase of liquor under the Washington State Liquor Act.

K.—"Person" means individual, copartnership, association or corporation.

L.—"Physician" means a medical practitioner duly and regularly licensed and engaged in the practice of the medical practitioner's profession within the state pursuant to RCW 18.29.010 and RCW Chapter 18.71.

M.—"Prescription" means a memorandum signed by a physician and given by that physician to a patient for the obtaining of liquor pursuant to the Washington State Liquor Act for medicinal purposes.

N.—"Public place" includes streets and alleys; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; those parts of establishments where beer may be sold under this title, soft drink establishments, public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theaters, stores, garages and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, and other public conveyances of all kinds and character, and the depots and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, and/or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

O.—"Regulation" means regulations made by the Board under the Washington State Liquor Act, RCW Title 66.

P.—"Sale" and "sell" includes exchanges, barter, and traffic, and also includes selling or supplying or distributing, by any means whatsoever, liquor, or any liquid known or described as beer or by any name whatever commonly used to describe malt or brewed liquor or of wine, by any person to any person, and also includes a sale or selling within the state to a foreign consignee or the foreign consignee's agent in the state.

Q.—"Spirits" means any beverage which contains alcohol obtained by distillation, including wines exceeding seventeen percent alcohol by weight.

R.—"Wine" means any alcoholic beverage obtained by fermentation of fruits (grapes, berries, apples, etc.) or other agricultural products containing sugar, to which any saccharin substances may have been added before, during or after fermentation, and containing not more than seventeen percent alcohol by weight, including sweet wines fortified with wine spirits, such as port, sherry, muscatel and angelica, not exceeding seventeen percent alcohol by weight.

9.36.030—Disposition of liquor

It is unlawful to manufacture, sell, possess, consume, give away, use, procure for another, solicit for, import, transport or otherwise dispose of any liquor except as authorized or permitted by the provisions of RCW Title 66, as amended.

9.36.035—Sales to persons apparently under the influence of liquor

A.—No person shall sell any liquor to any person apparently under the influence of liquor.

B.—A violation of this section is a gross misdemeanor.

9.36.040—General regulations

A.—No window blinds, screens, shades, paint or other obstructions shall be placed or maintained, during open or closed hours, on any window or opening of the salesroom of any licensed premises, preventing a clear, uninterrupted view of the interior of the premises from the street.

B.—No licensee shall conduct an establishment where booths are a part of the equipment unless they are open at one end and are without doors, curtains or other obstructions.

C.—All licensed premises used in the manufacture, storage or sale of liquor shall be at all times open to inspection by any authorized inspector of the Board or peace officer of the city.

D.—Licensed premises must always be equipped with safe drinking water, equipment for proper sterilization of eating and drinking utensils and a method for the sanitary disposal of sewage as provided for in the rules and regulations of the Washington State Board of Health, which are, by reference, made a part of this chapter.

E.—It is unlawful for any person, partnership, firm or corporation within the corporate limits of the city to sell, loan, give or deliver gasoline or other motor vehicle fuel to any person apparently in a state of intoxication.

9.36.050—Frequenting places where liquor unlawfully kept or disposed of

It is unlawful for any person to frequent or be found in any place where intoxicating liquors are being unlawfully kept or disposed of.

9.36.060—Seized liquor to be turned over to the Board

In every case in which liquor is seized by a police officer of the city, it shall be the duty of the chief of police of this city to report in writing to the Board the particulars of such seizure, and to deliver immediately such liquor to the Board at such place as may be designated by it.

9.36.070—Prosecution—Description of offense

The description of any offense under this chapter in the language of this chapter or of the Washington State Liquor Act, or any language of like effect, so far as the same may be applicable shall be sufficient in law, and any exception, provision, excuse for qualification, whether it occurs by way of provision or in the description of the essence in this chapter, or in the Washington State Liquor Act, may be proved by the defendant but need not be specified or negated.

9.36.080—Pleading particulars of offense

In describing any offense respecting the manufacture, sale, possession, consumption, gift, use, procurement for another, solicitation for or other disposal of any liquor, in any complaint, summons, convictions warrant or proceeding under this chapter, it shall be sufficient to state the same without stating the name or kind of such liquor or the price thereof, or to whom it was sold or disposed of, or by whom consumed, or from whom it was purchased or received; and it shall not be necessary to state the quantity of liquor so sold, kept for sale, disposed of, kept, given, purchased, or consumed, except in the case of the offenses where the quantity is essential, and then it shall be sufficient to allege the sale or disposal more or less than such quantity.

9.36.090—Prosecution—Proof of sale

In any proceeding under this chapter, proof of one unlawful sale of liquor shall suffice to establish prima facie the intent or purpose of unlawfully keeping liquor for sale in violation of this chapter.

9.36.100—Exemptions

Nothing in this chapter shall apply to wine or beer manufactured in any home for consumption therein, and not for sale.

9.36.010 State statutes adopted by reference

RCW 66.04.010 - Definitions

RCW 66.04.011 – “Public place” not to include certain parks and picnic areas

RCW 66.04.021 – “Retailer,” “spirits distributor,” and “spirits importer.”

RCW 66.24.481 – Public place or club-License or permit required-Penalty

RCW 66.28.200 – Keg registration-Special endorsement for grocery store licensee-Requirements of seller

RCW 66.28.210 – Keg registration-Requirements of purchaser

RCW 66.28.220 – Keg registration-Identification of containers-Rules-Fees-Sale in violation of rules unlawful

RCW 66.28.230 – Keg registration-Furnishing to minors-Penalties

RCW 66.44.090 – Acting without license

RCW 66.44.250 – Drinking in public conveyance-Penalty against individual-Restricted application

RCW 66.44.290 – Minor purchasing or attempting to purchase liquor-Penalty

RCW 66.44.300 – Treats, gifts, purchases of liquor for or from minor, or holding out minor as at least twenty-one, in public place where liquor sold

9.36.020 Sales to persons apparently under the influence of liquor

A. No person shall sell any liquor to any person apparently under the influence of liquor.

B. A violation of this section is a gross misdemeanor.

Section 6. Amendment of OMC 9.40. Olympia Municipal Code Chapter 9.40 is hereby amended to read as follows:

Chapter 9.40

OFFENSES AGAINST PROPERTY

9.40.000 Chapter Contents

Sections:

9.40.010 Definitions.

9.40.020 State statutes adopted by reference.

9.40.040 Receiving stolen property.

9.40.060 Unlawful issuance of bank check.

9.40.070 Criminal impersonation.

9.40.080 Criminal trespass.

9.40.090 Property damage.

9.40.095 Graffiti.

9.40.100 Bill posting and distribution – Commercial advertising.

~~9.40.110 Disposal of litter – Penalty for violation.~~

9.40.115 Unlawful Balloon Releasing.

- 9.40.120 Interfering with utility apparatus or public fountains.
- 9.40.130 Auction sales.
- 9.40.140 False advertising.
- 9.40.150 Reckless Burning.

9.40.010 Definitions

For the purpose of this chapter certain words and terms are defined as follows:

- A. "Building" means any structure, vehicle, railway car, aircraft or watercraft used for overnight lodging of persons or for carrying on of business therein.
- B. "Credit card" means any instrument or device, whether incomplete, revoked or expired, whether known as a credit card, credit plate, charge plate, courtesy card, or by any other name, issued with or without fee for the use of the cardholder in obtaining money, goods, services or anything else of value, including satisfaction of a debt or the payment of a check drawn by a cardholder, either on credit or in consideration of an undertaking or guaranteed by the issuer.
- C. "Damage," for the purpose of ~~Section OMC~~ 9.40.090, in addition to its ordinary meaning, includes cutting, marring, injuring, defacing, spoiling, breaking or destroying any fence, sidewalk, house, building, tree, plant or other property, public or private, within the city, whether real or personal property, by any means, including the attachment of any handbills, posters or newspapers thereto; or without municipal authority, to deface, mutilate, tear down, rearrange, or destroy any signboard, street sign, public notice, poster, or post within the corporate limits of the city. Damage also includes any diminution in the value of property as a consequence of an act.
- D. "Deception" occurs when an actor knowingly:
 - 1. Creates or confirms another's false impression which the actor does not believe to be true; or
 - 2. Fails to correct another's false impression which the actor previously has created or confirmed; or
 - 3. Prevents another from acquiring information material to the disposition of the property involved; or
 - 4. Promises performance which the actor does not intend to perform or knows will not be performed; or
 - 5. Uses a credit card without authorization or which the actor knows to be stolen, forged, revoked or canceled.
- E. "Obtained" means:
 - 1. In relation to property, to bring about a transfer or purported transfer to the obtainer or another of a legally recognized interest in the property; or
 - 2. In relation to labor or service, to secure performance thereof for the benefit of the obtainer or another.
- F. "Owner" means a person, other than the actor, who has possession of or any other interest in the property involved, and without whose consent the actor has no authority to exert control over the property.
- G. "Service" includes but is not limited to labor, professional service, transportation service, the supplying of hotel or motel accommodations, restaurant services, entertainment, the supplying of

equipment for use, and the supplying of commodities of a public utility nature such as gas, electricity, steam and water.

H. "Stolen" means property obtained by theft, robbery, or extortion.

I. "Wrongfully obtains" or "exerts unauthorized control" means to take the property or services of another and includes but is not necessarily limited to conduct known as "common law larceny."

9.40.020 State statutes adopted by reference

The following sections of the Revised Code of Washington (RCW), as they appear now or are hereafter amended, are hereby adopted by reference as though fully set forth in this chapter:

RCW 9A.48.090 – Malicious Mischief in the Third Degree

RCW 9A.52.100 – Vehicle Prowling in the Second Degree

RCW 9A.56.050 – Theft in the Third Degree

RCW 9A.56.170 – Possessing Stolen Property in the Third Degree

RCW 9A.56.330 – Possession of Another's Identification

~~RCW 9A.48.090 – Malicious Mischief in the Third Degree~~

RCW 9A.90.050 – Computer Trespass in the Second Degree

RCW 9A.90.070 - Spoofing

RCW 9A.90.090 – Electronic Data Tampering in the Second Degree

RCW 70A.200.060 – Littering Prohibited – Penalties – Litter Cleanup Restitution Payment

9.40.040 Receiving stolen property

A. A person is guilty of theft if the person receives, possesses, retains or disposes of property of another, having value of two hundred fifty dollars or less, knowing that it has been stolen or consciously disregarding a substantial risk that it has been stolen, unless the property is received, retained or disposed of with purpose to restore to the owner.

B. The fact that the person who stole the property has not been convicted, apprehended, or identified is not a defense to a charge of receiving stolen property.

C. Receiving stolen property is a gross misdemeanor.

9.40.060 Unlawful issuance of bank check

A. Any person who, with intent to defraud, makes, or draws, or utters or delivers any check, draft or order for the payment of money in an amount of two hundred fifty dollars or less upon any bank or other depository, knowing at the time of such drawing or delivery that the maker or drawer has not sufficient funds in, or credit with such bank or depository, in full upon its presentation, is guilty of unlawful issuance of a bank check. The word "credit" as used in this section shall be construed to mean an arrangement or understanding with the bank for the payment of such check or draft or order. The uttering or delivery of such a check, draft or order to another person, firm or corporation without such funds or credit to meet the same shall be prima facie evidence of an intent to defraud.

B. Unlawful issuance of a bank check is a gross misdemeanor.

9.40.070 Criminal impersonation

A person is guilty of criminal impersonation if the person:

- A. Assumes a false identity and does an act in the person's assumed character with the intent to defraud another or for any other unlawful purpose; or
- B. Pretends to be a representative of some person or organization and does an act in the person's pretended capacity with the intent to defraud another or for some other unlawful purpose.

9.40.080 Criminal trespass

- A. A person is guilty of criminal trespass if the person knowingly enters or remains unlawfully in or upon the premises of another.
- B. "Enter or remain unlawfully" means an unlicensed, uninvited or otherwise unprivileged entry into or remaining in or upon premises. A license or privilege to enter or remain in public premises which are only partly open to the public is not a license or privilege to enter or remain in that part of the premises which are not open to the public.
- C. In any prosecution under this section, it is an affirmative defense that:
 - 1. The actor reasonably believed that the owner of the premises, or other person empowered to license access thereto, would have licensed that actor to enter or remain; or
 - 2. The actor was attempting to serve legal process, which includes any document required or allowed to be served upon persons or property by any statute, ordinance, governmental rule or regulation, or court order, excluding delivery by the mails of the United States. This defense is available only if the actor did not enter into a private residence or other building not open to the public and the entry onto the premises was reasonable and necessary for service of the legal process.
- D. If the court finds that the accused committed criminal trespass pursuant to the provisions of this section and if the court receives sufficient evidence that the acts committed leading to that finding were intentionally targeted against the victim or victims in substantial part because of the victim's or victims' race, color, religion, ancestry, national origin, gender, sexual orientation, or the victim's or victims' mental, physical or sensory disability, or the accused's perception thereof, the court shall impose a minimum fine of not less than five hundred dollars and a minimum jail sentence of not less than five days for each such offense. Neither the mandatory minimum jail sentence nor the mandatory minimum fine shall be suspended or deferred, nor shall the jail sentence be served by alternative means.
- E. Any person convicted under this section where the court receives sufficient evidence that the person's acts were targeted as described in subsection (D) above shall be guilty of a gross misdemeanor.

9.40.090 Property damage

- A. A person is guilty of property damage if the person intentionally causes physical damage to the property of another.
- B. If the court finds that the accused committed criminal trespass pursuant to the provisions of this section and if the court receives sufficient evidence that the acts committed leading to that finding were intentionally targeted against the victim or victims in substantial part because of the victim's or victims' race, color, religion, ancestry, national origin, gender, sexual orientation, or the victim's or victims' mental, physical or sensory disability, or the accused's perception thereof, the court shall impose a minimum fine of not less than five hundred dollars and a minimum jail sentence of not less than five days for each such offense. Neither the mandatory minimum jail sentence nor the mandatory minimum fine shall be suspended or deferred, nor shall the jail sentence be served by alternative means.
- C. Any person convicted under this section where the court receives sufficient evidence that the person's acts were targeted as described in subsection (B) above shall be guilty of a gross misdemeanor.

D. "Physical damage," in addition to its ordinary meaning, includes the total or partial alteration, damage, obliteration or erasure of records, information, data, computer programs or their computer representation, which are recorded for use in computers or the impairment, interruption or interference with the use of such records, information, data or computer programs; or the impairment, interruption or interference with the use of any computer or services provided by computers. "Physical damage" also includes any diminution in the value of any property, real or personal, as a consequence of an act.

E. Property damage is a gross misdemeanor punishable as described in OMC 9.64.010.

9.40.095 Graffiti

A. A person is guilty of graffiti if the person intentionally writes, paints, or draws any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person.

B. Subsection (A) of this section shall not apply to any person who has permission from the owner, operator or custodian of the property.

C. Graffiti is a gross misdemeanor punishable as described in OMC 9.64.010.

9.40.100 Bill posting and distribution –Commercial advertising

It is unlawful for any person to post or attach any bills, handbills, posters, newspapers or other papers of a purely commercial advertising nature on any post, fence, tree, building or other structure, except upon billboards or other structures erected for that purpose. It is further unlawful to hand out, distribute, or scatter any such commercial advertising upon the streets, alleys or other public places of the city, or to throw them in the yards of the city, or to place them in or upon automobiles without the consent of the owner.

~~9.40.110 Disposal of litter—Penalty for violation~~

~~No person shall throw, drop, deposit, discard, or otherwise dispose of litter, as that term is defined in RCW 70.93.030 (4), upon any public property within the city or upon private property within the city not owned by that person or in the waters of the city whether from a vehicle or otherwise, including but not limited to any sidewalk, street, alley, highway or park, except:~~

~~A. When such property is designated by the city for the disposal of garbage and refuse, and such person is authorized to use such property for such purpose;~~

~~B. Into a litter receptacle in such a manner that the litter will be prevented from being carried away or deposited by the elements upon any part of such private or public property or waters;~~

~~C. Any person violating any provisions of this section is guilty of a misdemeanor and the fine or bail forfeiture for such violation shall not be less than ten dollars for each offense, and, in addition thereto, in the sound discretion of the judge, such person may be directed by the judge to pick up and remove from any public place or private property, with prior permission of the legal owner, upon which it is established by competent evidence that such person has deposited litter.~~

9.40.115 Unlawful Balloon Releasing

It is unlawful to intentionally release or cause to be released any balloon, with or without attachments, any part of which balloon or its attachments are made from a non-biodegradable material, and which balloon is filled with a lighter-than-air gas. Anyone convicted of this misdemeanor shall be punished by a fine of no more than \$100.

9.40.120 Interfering with utility apparatus or public fountains

A. It is unlawful for any person to cut, alter, change, remove, disconnect or connect with, or in any manner interfere, meddle or tamper with any water main, pipe, stopcock on a meter hydrant, pump or conduit, or any gas pipe, main or meter, or any electrical wire, cable or conduit owned or used by the city

or by any private owner, without the permission or consent of the proper city officials or of the private owner or owners.

B. It is unlawful to obstruct, divert, hinder, tamper with, pollute, or interfere with any public spring or fountain within the city.

9.40.130 Auction sales

A. Record of Facts. In addition to the requirements of ~~RCW~~ Chapter 18.12 RCW, before an auction sale is held within the city, the auctioneer or the owner of the merchandise to be sold shall provide the city clerk-treasurer a full and complete record in ink of the following facts concerning such property:

1. A description of each and every article of goods, wares and merchandise to be sold;
2. The name and the address of the owner of such property, together with the name and residence of the person, firm or corporation from whom such property was purchased;
3. As and when such property is sold at auction, a complete and detailed list shall be kept showing the date, article, and price paid for such article, and to whom it was sold;
4. Such records shall be kept at the place of business of any auctioneer conducting a sale within the city for a period of at least two years after the date of holding such sale, and shall be subject to inspection by the police of the city.

B. False Representation Unlawful. No auctioneer shall make any false representation, or permit to be made any false representation over the auctioneer's name or by those within the auctioneer's employ, as to the character, condition, value, or present or previous ownership of any property offered for sale, nor substitute any other article for an article sold, nor make any false statement as to the name and amount for which any article is sold, and shall not permit any person to act as the auctioneer's accomplice or capper for the purpose of making mock bids at any auction.

C. Time Limit. All auction sales shall close not more than ten days from the date of the beginning of such sale, and no auction shall be held by any merchant more often than once a year within the city.

D. Exceptions. The provisions of this section shall not apply to auctions of real estate, livestock, perishable fruits and produce, nor to the auction of a complete stock as a whole, nor to sales by judicial officers or by public officers held in the manner prescribed by law, nor to sales of used household furniture and effects, nor to sales by an executor, administrator, or guardian.

E. Notice that Purchases may be Returned. With regard to the sale of jewelry or appliances as those terms are defined in RCW 18.12.010, the auctioneer shall cause to be displayed in a prominent place on the premises where the auction is being conducted a notice allowing the return of an item in the same condition as when purchased, for the amount paid, if returned within ~~forty-eight~~ 48 hours from the time of purchase. The notice shall be of sufficient size as to be readily discernible by the bidders.

9.40.140 False advertising

A. The publishing, circulating or placing before the public, or causing directly or indirectly to be made, published or circulated, or placed before the public in the city, in a newspaper, handbill, poster, circular, pamphlet, or other notice or publication, an advertisement of any sort regarding merchandise, securities, service, or anything so offered to the public, which advertising contains any assertion, representation, or statement of fact which is untrue, deceptive or misleading, with the intent to increase the consumption of, or to induce the public in any manner to enter into any obligation relating to, or to acquire any interest or title in such merchandise, securities or services shall be considered false advertising.

B. It is unlawful for any person, firm or corporation to do or carry on, or to permit to be done or carried on, any false advertising in the city; provided, however, that this shall not apply to the owner or publisher

of a newspaper publishing such advertisements in good faith and without knowledge of the falsity thereof.

9.40.150 Reckless Burning

A. A person is guilty of reckless burning if the person knowingly causes a fire or explosion, whether on the person's own property or that of another, and thereby recklessly places a building or other structure, or any other property, in danger of destruction or damage.

B. Reckless burning is a gross misdemeanor.

Section 7. Amendment of OMC 9.44. Olympia Municipal Code Chapter 9.44 is hereby amended to read as follows:

Chapter 9.44

OFFENSES BY OR AGAINST JUVENILES

9.44.000 Chapter Contents

Sections:

- 9.44.010 Definitions.
- 9.44.020 Offenses in taverns.
- 9.44.030 Person under twenty-one prohibited where intoxicants are served.
- 9.44.040 State statutes adopted by reference.
- 9.44.050 False identification to obtain liquor.
- 9.44.060 Firearms.
- 9.44.070 Tobacco to minor.
- 9.44.080 Assault of a child in the fourth degree.

9.44.010 Definitions

For the purpose of this chapter, certain words and terms are defined as follows:

- A. "Liquor" means liquor as defined in the Washington State Liquor Act (RCW 66.040.010(16)).
- B. "Minor" means any person less than eighteen years of age, unless otherwise specifically designated.
- C. "Tavern" means any establishment with special space and accommodations for sale by the glass, and for consumption on the premises, of beer; except, that bona fide restaurants, dining rooms and cafes serving commercial food to the public shall not be classified as a tavern during the hours such food service is made available to the public.

9.44.020 Offenses in taverns

It is unlawful for any person, firm or corporation within the city:

- A. To serve or to allow to remain on the premises in a tavern any person under ~~twenty-one~~ 21;
- B. For any person under ~~twenty-one~~ 21 to enter or remain on the premises of any tavern.

9.44.030 Person under ~~twenty-one~~ 21 prohibited where intoxicants are served

A. It is unlawful for any person having charge of a public place in the city where intoxicating liquors are served to admit or to allow any person under ~~twenty-one~~ 21 to remain on the premises contrary to the laws of the state.

B. It is unlawful for any person under the age of ~~twenty-one~~ 21 to enter or remain in any public place where intoxicants are served.

9.44.040 State statutes adopted by reference

The following sections of the Revised Code of Washington (RCW), as it appears now or is hereafter amended, is hereby adopted by reference as though fully set forth in this chapter:

RCW 9.68A.090 – Communication with minor for immoral purposes-Penalties

RCW 66.44.270- Furnishing Liquor to Minors - Possession, use – Penalties – Exhibition of effects – Exceptions

9.44.050 False identification to obtain liquor

It is unlawful for anyone knowingly to transfer any identification of age to a person under the age of twenty-one years for the purpose of permitting such person to obtain liquor, or for such person to use such identification or make false representation as to the person's age for the purpose of obtaining liquor or gaining admittance to a tavern.

9.44.060 Firearms

A. It is unlawful for anyone to sell, give, furnish or cause to be furnished, or permit to be sold, given, furnished or cause to be furnished to a minor a pistol, rifle, shotgun or similar firearm, or any ammunition for the same.

B. It is unlawful for a minor to purchase, possess, or use any firearm or any ammunition for the same.

C. In any prosecution under this section, it is an affirmative defense that the firearm is being used or is about to be used immediately at a rifle range or that such minor is to immediately embark on a lawful animal hunt and such minor possesses a lawful hunting license and is accompanied by a person over the age of eighteen years.

9.44.070 Tobacco to minor

It is unlawful for any person to sell, give, furnish or cause to be furnished to any minor any cigarette, cigar or tobacco in any form, or for a minor to possess same.

9.44.080 Assault of a child in the fourth degree

A. A person eighteen years of age or older is guilty of the crime of assault of a child in the fourth degree if the child is under the age of thirteen and the person commits the crime of assault in the fourth degree as defined in RCW 9A.36.041(1) against the child.

B. Assault of a child in the fourth degree is a gross misdemeanor.

Section 8. Amendment of OMC 9.48.170. Olympia Municipal Code Section 9.48.170 is hereby amended to read as follows:

Chapter 9.48 - WEAPONS AND FIREWORKS

9.48.170 State statutes adopted by reference

The following sections of the Revised Code of Washington (RCW) - Chapters 7.94 and 9.41, as now or hereafter amended, relating to firearms and dangerous weapons, defining crimes and prescribing penalties, are hereby adopted by reference as though fully set forth in this chapter:

RCW 7.94**RCW 9.41**

7.94.120	9.41.010	9.41.0975	9.41.250
	9.41.050	9.41.098	9.41.260
	9.41.060	9.41.110	9.41.270
	9.41.070	9.41.120	9.41.280
	9.41.075	9.41.140	9.41.300
	9.41.090	9.41.230	9.41.800
	9.41.094	9.41.240	9.41.810

RCW 7.105.460 – Enforcement and penalties-Extreme risk protection orders-False petitions

RCW 9.41.010 – Terms defined

RCW 9.41.050 – Carrying firearms

RCW 9.41.060 – Exceptions to restrictions on carrying firearms

RCW 9.41.070 – Concealed pistol license-Application-Fee-Renewal

RCW 9.41.075 – Concealed pistol license-Revocation

RCW 9.41.090 – Dealer deliveries regulated-Hold on delivery-Fees authorized

RCW 9.41.094 – Waiver of confidentiality

RCW 9.41.0975 – Officials and agencies-Immunity, writ of mandamus

RCW 9.41.098 – Forfeiture of firearms-Disposition-Confiscation

RCW 9.41.110 – Dealer’s licenses, by whom granted, conditions, fees-Employees, fingerprinting and background checks-Wholesale sales excepted-Permits prohibited

RCW 9.41.120 – Firearms as loan security

RCW 9.41.140 – Alteration of identifying marks-Exceptions

RCW 9.41.230 – Aiming or discharging firearms, dangerous weapons

RCW 9.41.240 – Possession of pistol or semiautomatic assault rifle by person from eighteen to twenty-one

RCW 9.41.250 – Dangerous weapons-Penalty

RCW 9.41.260 – Dangerous exhibitions

RCW 9.41.270 – Weapons apparently capable of producing bodily harm-Unlawful carrying or handling-Penalty-Exceptions

RCW 9.41.280 – Possessing dangerous weapons on school facilities-Penalty-Exceptions

RCW 9.41.300 – Weapons prohibited in certain places-Local laws and ordinances-Exceptions-Penalty

RCW 9.41.305 – Open carry of weapons prohibited on state capitol grounds and municipal buildings

RCW 9.41.800 – Surrender of weapons or licenses-Prohibition on future possession or licensing

RCW 9.41.810 - Penalty

RCW 9A.49.010 - Definitions

RCW 9A.49.020 – Unlawful discharge of a laser in the first degree

RCW 9A.49.030 – Unlawful discharge of a laser in the second degree

RCW 77.15.460 – Loaded rifle or shotgun in vehicle-Unlawful use or possession-Unlawful use of a loaded firearm-Penalty

Section 9. Amendment of OMC 9.62. Olympia Municipal Code Chapter 9.62 is hereby amended to read as follows:

Chapter 9.62

DOMESTIC VIOLENCE AND PROTECTION ORDERS

9.62.000 Chapter Contents

Sections:

9.62.010 State statutes adopted by reference.

9.62.020 Violation of protective order.

9.62.025 Definitions.

9.62.030 Domestic Violence in the presence of children - Penalty.

9.62.040 Domestic Violence in the presence of children.

9.62.010 State statutes adopted by reference

The following sections of the Revised Code of Washington, as they appear now or are hereafter amended, are hereby adopted by reference as though fully set forth in this chapter:

~~RCW 26.50.010—Definitions~~

~~RCW 26.50.110—Violation of order—Penalties~~

RCW 7.105.010 – Definitions

RCW 7.105.450 – Enforcement and penalties-Other than antiharassment protection orders and extreme risk protection orders

RCW 7.105.455 – Antiharassment protection orders

RCW 10.99.010 – Purpose – Intent

RCW 10.99.020 – Definitions

RCW 10.99.030 – Law enforcement officers – Training, powers, duties – Domestic violence reports

RCW 10.99.040 – Duties of court – No-contact order

RCW 10.99.045 – Appearances by defendant – Defendant’s history – No-contact order

RCW 10.99.050 – Victim contact – Restriction, prohibition – Violation, penalties – Written order – Procedures – Notice of change

RCW 10.99.055 – Enforcement of orders

RCW 10.99.060 – Prosecutor’s notice to victim – Description of available procedures

RCW 10.99.070 – Liability of peace officers

RCW 10.99.080 – Penalty assessment (as amended by 2015 c 265)

RCW 10.99.080 – Penalty assessment (as amended by 2015 c 275)

RCW 10.99.090 – Policy adoption and implementation

RCW 10.99.100 – Sentencing – Factors – Defendant’s criminal history

RCW 10.99.901 – Construction – Chapter applicable to state registered domestic partnerships

9.62.020 Violation of protective order

A. A person is guilty of Violation of Protective Order if the person knowingly violates an order of protection or order of restraint issued by any court.

B. Violation of Protective Order is a gross misdemeanor.

9.62.025 Definitions

A. “Child” or “children” as used in this section means any person under 18 years of age.

B. “In the presence of” as used in this section means being in the immediate vicinity of or in close proximity to the criminal acts.

9.62.030 Domestic Violence in the presence of children - Penalty

A. If the Olympia Municipal Court finds that the accused committed any crime under Title 9 of the Olympia Municipal Code OMC and the Court receives sufficient evidence that the crime was committed against a family or household member or intimate partner, as defined in RCW 10.99.020 7.105.010, and that the crime was committed in the presence of a child or children, the Court shall impose a minimum fine of not less than Five Hundred Dollars and no/100 (\$500.00) and a minimum jail sentence of not less than five (5) days for each such offense. Neither the mandatory minimum jail sentence nor the mandatory minimum fine shall be suspended or deferred, nor shall the jail sentence be served by alternative means.

B. ~~“Child” or “children” as used in this section means any person under eighteen years of age.~~

C. ~~“In the presence of” as used in this section means being in the immediate vicinity of or in close proximity to the criminal acts.~~

D. ~~Any person convicted of a crime under Title 9 of the Olympia Municipal Code and if the acts leading up to such conviction were, pursuant to this ordinance, committed in the presence of a child or children shall be guilty of a misdemeanor.~~

9.62.040 Domestic Violence in the presence of children

Any person convicted of a crime of domestic violence, as defined in RCW 10.99.020, under Title 9 OMC and if the acts leading up to such conviction were, pursuant to this ordinance, committed in the presence of a child or children shall be guilty of a misdemeanor.

Section 10. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 11. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 12. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 13. Effective Date. This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Preliminary 2023-2028 Capital Facilities Plan Briefing

Agenda Date: 8/16/2022
Agenda Item Number: 6.A
File Number: 22-0734

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

Title

Preliminary 2023-2028 Capital Facilities Plan Briefing

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the Preliminary Capital Facilities Plan, 2023-2028 Financial Plan including key projects, revenues, and expenses.

Report

Issue:

Whether to receive a briefing on the Preliminary Capital Facilities Plan, 2023-2028 Financial Plan including key projects, revenues, and expenses.

Staff Contact:

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

Presenter(s):

Joyce Phillips, Principal Planner, Community Planning and Development

Background and Analysis:

The Capital Facilities Plan (CFP) is a chapter in the City's 20-year Comprehensive Plan adopted by the City Council in 2014. The CFP portion of the Comprehensive Plan is updated annually.

The CFP identifies which capital facilities are necessary to support development and/or growth. Most projects listed are directly related to the applicable master plan or functional plan, such as the Parks, Arts and Recreation Plan, the Storm and Surface Water Plan, and other similar plans. The Comprehensive Plan covers a 20-year time horizon; however, the *Preliminary CFP, 2023-2028 Financial Plan* is a 6-year financial plan. It is required by the Growth Management Act and includes specific projects, cost estimates, funding sources and strategies to implement the plan.

City staff annually reviews and updates the 6-year plan to ensure it can fund and implement the

comprehensive plan's vision, showing how the city will provide governmental services at adopted levels of service standards for the existing and projected population growth in the City and Urban Growth Area.

On August 15, City staff will present the *Preliminary CFP, 2023-2028 Financial Plan* to the Planning Commission. The Commission is responsible for reviewing the plan for consistency with the other chapters of the Comprehensive Plan, holding a Public Hearing, and providing comment to the City Council.

The City Council is scheduled to hold a Public Hearing on October 18, with planned adoption of the updated CFP and Financial Plan in December.

Neighborhood/Community Interests (if known):

Specific neighborhood or community interests are not yet known. Community members will be given the opportunity to review and comment on this proposal.

In addition, City staff works closely with the Bicycle, Pedestrian Advisory Committee, the Parks & Recreation Advisory Committee and the Utility Advisory Committee to identify and prioritize projects in the CFP. These committees are likely to provide comments to the City Council.

Staff will post the Preliminary CFP on the City's website and distribute it to the various Committees, Commissions, as well as the Council of Neighborhoods Association.

Options:

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time.

Financial Impact:

The CFP will identify multiple projects, include project estimates, and identify funding sources for capital projects.

Attachments:

None



City Council

Approval of a Resolution Advising of the Intent to Allocate Funding of an Increase to Staff by One Full-time Equivalent Position to Support the City of Olympia Cultural Access Program

Agenda Date: 8/16/2022
Agenda Item Number: 6.B
File Number: 22-0762

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

Title

Approval of a Resolution Advising of the Intent to Allocate Funding of an Increase to Staff by One Full-time Equivalent Position to Support the City of Olympia Cultural Access Program

Recommended Action

Committee Recommendation:

Community Livability and Public Safety (CLPS) Committee recommends approval of a Resolution advising of the intent to allocate funding of an increase to staff by one full-time equivalent position to support the City of Olympia Cultural Access Program.

City Manager Recommendation:

Move to approve the Resolution advising of the intent to allocate funding of an increase to staff by one full-time equivalent position to support the City of Olympia Cultural Access Program.

Report Issue:

Whether to approve the Resolution advising of the intent to allocate funding of an increase to staff by one full-time equivalent position to support the City of Olympia Cultural Access Program.

Staff Contact:

Marygrace Goddu, Senior Planner, Historic Preservation Officer, Community Planning and Development, 360.480.0923

Presenter(s):

Leonard Bauer, Director, Community Planning and Development, 360.753.8206

Background and Analysis:

On April 26, 2022, Olympia voters approved Proposition One, increasing the sales and use tax to fund a cultural access program for Olympia, "Inspire Olympia." Subsequently, in May 2022, City Council approved the new tax and created the Inspire Olympia Fund.

The program's public benefits expressed in City Council Resolution M-2280 (December 2021)

include:

1. Ensuring greater access to arts, science, culture, and heritage organizations for public school students, through programs in and out of classrooms, before and after school programs, and during the summer, and opportunities for free visits to cultural attractions;
2. creating new resources to support or promote cultural activities, events, or projects reflecting our diverse lifestyles, interests and cultures;
3. expanding access and opportunities for the general public, including students, seniors, and economically underserved populations or those on a fixed income, to attend and experience cultural events, performances, festivals, exhibits, and related programs and activities;
4. boosting the City's economy through enhanced cultural community, job creation, and increased tourism; and
5. ensuring that cultural organizations are financially healthy and able to provide public programs and services within their facilities, in neighborhoods and communities, and in public schools.

Program Implementation Planning

Several initial program development actions are necessary in order to meet these goals and the obligations of the enabling legislation. Among them:

- Establish a representative advisory commission.
- Define eligibility and performance requirements for recipient organizations.
- Establish a public schools cultural access program.
- Create procedures, guidelines and criteria for the award of funds to eligible organizations.

The enabling legislation provides authority for implementing jurisdictions to contract with the Washington State Arts Commission (ArtsWA) for consulting, management, or other administrative services (RCW 36.160.070).

The enabling legislation also provides authority to use program funds to cover start-up costs with later repayment to the fund. This authority was referenced in the December 2021 City Council Resolution.

Analysis and Recommendations

Two positions will be needed to support the program in 2023, a dedicated Program Manager and a Program Specialist. The Program Manager position is recommended for early authorization and funding to support early program planning and start-up, with the aim of having systems in place for a 2023 funding cycle. The Program Specialist position will be included in a 2023 program budget request and filled in early 2023.

A start-up budget has been prepared that estimates \$100,000 in FY 2022 for program support (attached).

Early funding will pay for:

1. One full time Program Manager position for four months.
2. Consulting services provided by ArtsWA for up to twelve months to assist in program development, particularly related to achieving Inspire Olympia goals for inclusion, access,

public benefit, and accountability: keeping barriers low and accountability high. The program will benefit from ArtsWA's extensive experience reaching deeply into communities, supporting participation, and the logistics of cultural sector granting programs.

3. Essential program set up, i.e., computer and cell phone.

If Council waits until after tax collection begins on January 1, 2023, to authorize staff positions and fund program planning, it is expected that hiring could be completed by March 2023 and program development would begin at that point. An implementation timeline would follow at roughly six to eight months behind the early-start scenario, and funding would not be awarded to cultural organizations before 2024.

Council may choose to repay the city budget for these start-up costs from the Cultural Access Fund once tax collection begins, using the legislative authorization of the enabling statute.

Options:

1. Approve the Resolution advising of the intent to allocate funding of an increase to staff by one full-time equivalent position to support the City of Olympia Cultural Access Program.
2. Approve the Resolution with modifications.
3. Do not approve the Resolution.

Financial Impact:

The City Finance Director anticipates that tax revenues will exceed budget for 2022 by more than \$100,000. Council will have the option in 2023 to use revenues from the Cultural Access Fund to reimburse this expenditure.

Attachments:

Resolution

Proposed Timeline

Proposed 2022 Budget

Program Manager Position Description

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
ADVISING OF INTENT TO ALLOCATE FUNDING OF AN INCREASE TO CITY STAFF BY ONE
FULL-TIME EQUIVALENT (FTE) POSITION TO SUPPORT THE CITY OF OLYMPIA CULTURAL
ACCESS PROGRAM**

WHEREAS, on December 14, 2021, the Olympia City Council adopted Resolution No. M-2280 (the “Ballot Resolution”) authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent (0.1%) pursuant to RCW 82.14.525 for a period of seven consecutive years to be used for the purpose of funding arts, science, cultural, and heritage programs (“Proposition No. 1”); and

WHEREAS, Proposition No. 1 was approved by the requisite number of voters at the election held on April 26, 2022, and its passage was certified by the Thurston County Auditor on May 6, 2022; and

WHEREAS, on May 24, 2022, the Olympia City Council enacted Ordinance No. 7232 imposing the additional sales and use tax at a rate of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

WHEREAS, Ordinance No. 7232 provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall only be used for the purposes set forth in RCW 36.160.110 for the Olympia Cultural Access Program; and

WHEREAS, on July 27, 2022, the Community Livability and Public Safety Committee considered staff’s recommendation to fund one FTE Program Manager in 2022 to support early program planning and start-up of the City’s Cultural Access Program *Inspire Olympia* with the goal of having systems in place for distribution of Cultural Access Funds in 2023; and

WHEREAS, staff proposed that funding for the FTE Program Manager position be paid by using excess tax revenues over the 2022 budget year amount; and

WHEREAS, the Community Livability and Public Safety Committee voted on July 27, 2022, to approve and forward staff’s recommendation to allocate funding and authorize one full-time equivalent (FTE) Program Manager position for the *Inspire Olympia* program in 2022 to the entire City Council; and

WHEREAS, the Olympia City Council wishes the effort to implement this program to begin as soon as is reasonably possible and will allocate funding and authorize one FTE Program Manager position in the third quarter budget adjustment Ordinance to support the advance program planning and start-up of the City’s Cultural Access Program in 2022 as recommended by staff and the Community Livability and Public Safety Committee;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that the City Manager move forward with implementing the *Inspire Olympia* program and include programmatic funding and an increase in one FTE Program Manager position to support early program planning and start-up of the City's Cultural Access Program *Inspire Olympia* in the third quarter budget adjustment Ordinance.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

Cultural Access Program Proposed Implementation Timeline

	Jan - Feb- Mar	Apr - May - Jun	Jul - Aug - Sep	Oct- Nov - Dec
2022	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Funding Milestones		☑		
Administration			Draft initial program budget	Hire Program Manager, develop ArtsWA contract
Communications		CA on City Webpage		Recruitment; conduct "Census" of Cultural Orgs
Legal/City Council Action		Authorize tax, create fund; Council Study Session	Authorize Advisory Board, program staff, 4th Q funding	Board Recruitment
Ad Hoc Committee			Solicit and seat members	Meetings 2x/mo
CA Advisory Board				Commission Recruitment
2023	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenue	575,000	1,150,000	1,725,000	2,300,000
Administration	Develop pilot grant cycle	Publish pilot cycle guidelines; applications due June 30	Contracts for pilot cycle	
Communications	Census results inform Ad Hoc committee recommendations	Capacity Building and Planning Workshops; New branding	Capacity Building and Planning Workshops	Capacity Building and Planning Workshops
Legal/City Council Action	Select and seat Advisory Board	Re-Branding	Adopt code; approve awards for pilot term ending March '24	
Ad Hoc Committee	Recommendations to Advisory Board			
CA Advisory Board	Interviews	Board Start; Program Recommendations to CC		
2024	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenue	575,000	1,150,000	1,725,000	2,300,000
Administration	Pilot cycle end. Publish first full cycle applications	Review applications	Contracts for July 1, 2024 - June 30, 2025	
Communications	Program Workshops			
Legal/ City Council Action		Approve Awards for 2024-25		
CA Advisory Board		Recommend awards to CC		

Inspire Olympia Proposed Start-Up Budget - 2022

11-01	Salaries and Wages / Salaries and Wages	33,042
11-03	Salaries and Wages / Overtime	-
11-06	Salaries and Wages / Special Pay	-
11-11	Salaries and Wages / Benefit Opt-Out	-
21-01	Personnel Benefits / Personnel Benefits	16,000
31-02	Office and Operating Supp / Misc Oper	1,000
35-00	Cultural Access / Minor Equipment	3,000
41-01	Other Services & Charges / Professional	40,000
42-00	Cultural Access / Communication	500
43-00	Cultural Access / Travel	-
44-00	Cultural Access / Advertising	-
45-02	Cultural Access / Computer Rentals	-
49-00	Cultural Access / Miscellaneous	4,458
49-02	Miscellaneous / Due and Membership	500
49-03	Miscellaneous / Registration, Certification	500
49-09	Miscellaneous / Printing and Binding	-
49-10	Miscellaneous / Subscriptions	500
99-03	Other Interfund Charges / PC Replacement	500
Total		100,000

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Cultural Access Program Manager

Class Code:
00001

Bargaining Unit: Independent

CITY OF OLYMPIA
Established Date: Jun 28, 2022
Revision Date: Jun 28, 2022

SALARY RANGE

\$43.24 - \$52.54 Hourly
\$7,495.37 - \$9,106.83 Monthly
\$89,944.40 - \$109,281.95 Annually

DESCRIPTION:

The Cultural Access Program Manager plans, directs, and coordinates implementation of Olympia's cultural access program and administers the Cultural Access Fund to meet the requirements of enabling legislation, the objectives of City Council Resolution M-2280, and in alignment with the City Comprehensive plan and other rules and regulations related to this program. The position reports regularly on program performance and public benefit achieved. This position will function as the Cultural Access Program lead, responsible for training, directing, organizing, and reviewing work assignments of one or more program staff and consultants. The position will report to the Assistant City Manager within the Office of Community Vitality, and coordinate with a cross-departmental Arts, Cultures and Heritage (ArCH) Team.

About Inspire Olympia "Inspire Olympia" is a voter-approved cultural access initiative to increase access to arts, culture, heritage, and science experiences in Olympia by reducing barriers to access and expanding offerings, particularly for underserved youth. It is funded by a one-tenth of one percent sales tax in the City of Olympia and serves city residents. Tax collection is expected to begin January 1, 2022 and will require voter re-authorization after seven years.

ESSENTIAL FUNCTIONS:

The essential functions of this position include but are not limited to:

1. Directs develops, plans, organizes, and implements the Cultural Access Program and manages the Cultural Access Fund.
2. Responsible for overall program strategy, execution, and evaluation; budgeting and monitoring of expenditures, communications and problem-solving.
3. Acts as a liaison to the cultural access Advisory Commission appointed by City Council to make recommendations regarding program implementation including allocation of cultural access funding to meet program objectives, guidelines for evaluating eligibility of cultural organizations to receive funds, and performance evaluation to demonstrate public benefit. Documents commission meetings, communicates with board members, schedules and presents, organizes agenda and activities, assists in board orientations and retreats, and coordinates subcommittees.
4. Plans, implements, and manages the cultural access granting program and resulting contracts with local cultural organizations.
5. Seeks programmatic and administrative strategies to lower barriers and facilitate participation especially among small and emerging organizations.
6. Provides educational resources and workshops to build capacity of potentially eligible organizations for participation.
7. Encourages collaboration, mentoring, and partnerships among non-profit cultural organizations, artists, and other community partners and resources, to extend the reach and impact of cultural programming for the public.
8. Establishes process for addressing concerns with contracted non-profit cultural organizations, including performance issues, appeals and grievances.
9. Works closely with representatives of the Olympia School District and community partners to plan, implement, track and evaluate an Inspire Olympia program within the Olympia Public Schools.
10. Plans and executes contracts as needed, including agreements necessary to make available up to 10% of the Inspire Olympia Fund to support student transportation to and from cultural events, programs, and activities.
11. Coordinates with and functions as a member of the City Arts, Cultures, and Heritage (ArCH) Team to implement the recommendations of the ArCH Report and subsequent ArCH program goals, city strategic initiatives, and city Comprehensive Plan goals and actions and other plans that may be developed.
12. Develops strategic partnerships to connect, inform, and strengthen program outcomes.
13. Develops and maintains relationships within the local and regional nonprofit cultural community.
14. Represents Olympia's Cultural Access Program in the community, manages program communications for effective public education, outreach, inclusion, and transparency. Responds to media requests, gives public presentations, and participates in public events to share information about the program.
15. Responds and adapts to changing program priorities and goals as set by Council and the City Manager.
16. Develops, measures and tracks metrics for success; formulates and utilizes data and available models to monitor and evaluate the City's progress towards meeting stated program goals.
17. Implements program revisions and updates based on the effectiveness of current program elements.
18. Punctual, regular and reliable attendance is essential for successful job performance.

TYPICAL QUALIFICATIONS:

Knowledge, Skills and Abilities

1. Excellent oral and written communications skills including public speaking, public community engagement, and facilitation.
2. Ability to manage multiple projects simultaneously in high pressure environment
3. Experience working with boards/commissions/advisory groups
4. Knowledge of the Olympia community, especially related to arts, culture, science, heritage, and education fields
5. Grant program administration.
6. Knowledge of government policies, procedures, structure, laws and ordinances
7. Strong working knowledge of Word, Excel, PowerPoint, Outlook, and online programs
8. Knowledge and understanding of multiple City departments' roles and responsibilities including public programs, plans and work programs which are interconnected to the program.
9. Knowledge of current principles, practices and techniques related to public engagement, diversity, equity and inclusion, and grants administration.
10. Demonstrated experience in promoting equity and inclusion within a project, program, or public administrative setting.
11. Knowledge of enabling legislation (RCW 36.160), and familiarity with similar programs offering public support for contracted non-profit services in other states and jurisdictions.
12. Excellent interpersonal skills and ability to handle challenging situations with tact and sensitivity
13. Excellent project management skills, including skill in planning, organizing, evaluating and analyzing problems, implementing plans and programs and resolving issues.
14. Work independently, with minimal guidance, as well as an ability to work effectively in a team.
15. Demonstrated ability to manage multiple tasks or projects, balance competing demands, set priorities, and meet deadlines.

Experience/Education

- A Bachelor's degree is desirable however a combination of experience and training that provides the applicant with the knowledge and skills to perform the job will be considered
- Six (6) or more years of progressively responsible experience in public administration, community development, arts administration, cultural programming, not for profit administration, funding, education, or related field.

SUPPLEMENTAL INFORMATION:

Contacts

1. The Supervisor has contact with a wide variety of individuals and groups for the purpose of information sharing/gathering, program coordination, facilitating input, and gaining support for identified goals.
2. Primary contacts are with Section and Department staff and include cross-Departmental communications and coordination with a variety of personnel managing programs with overlapping interests and benefits.
3. Diplomacy, professionalism, enthusiasm, and strong communication and interpersonal skills are required to gain cooperation and motivate others.
4. Frequent, successful contact and interaction inside/outside the organization is critical to job and program success.

Supervision

1. The position supervises professional staff, volunteers and/or interns and consultants under contract to the city; serves as coach, mentor, and facilitator for work teams.

Accountability

1. The Supervisor is accountable for the effective planning and implementation of assigned programs and meeting program/section goals and objectives.
2. Emphasis is placed on accountability for fiscal management of complex revenue sources, delivery programs and effective technical review of alternatives.
3. Evaluation is measured relative to meeting program goals and objectives within regulatory and policy guidelines.

Working Conditions

1. Work is mainly performed indoors, in settings such as offices, conference rooms, or project dedicated working areas. ?
2. This position is eligible for remote work for at least part of the schedule subject to supervisor approval.
3. Work will sometimes involve travel to various locations including outdoor settings, activity at field or program service delivery or work sites, and occasional evening and weekend hours.

The City of Olympia is an Equal Opportunity Employer, committed to a diverse workforce. Women, people of color, and people with disabilities are encouraged to apply.

CLASS SPEC DATA:

FLSA Status - Exempt

Pay Grade - 070

Represented - No



City Council

Approval of a Resolution Establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program

Agenda Date: 8/16/2022
Agenda Item Number: 6.C
File Number: 22-0763

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

Title

Approval of a Resolution Establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program

Recommended Action

Committee Recommendation:

Community Livability and Public Safety (CLPS) Committee recommends approval of a Resolution establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program.

City Manager Recommendation:

Move to approve a Resolution establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program.

Report

Issue:

Whether to r to approve a Resolution establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program.

Staff Contact:

Marygrace Goddu, Senior Planner, Historic Preservation Officer, Community Planning and Development, 360.480.0923

Presenter(s):

Leonard Bauer, Director, Community Planning & Development, 360.753.8206

Background and Analysis:

On April 26, 2022, Olympia voters approved Proposition One, increasing the sales and use tax to fund a cultural access program for Olympia, "Inspire Olympia." Subsequently, City Council approved the new tax and created the Inspire Olympia Fund in May, and on July 19, held first reading on an ordinance to create a new Cultural Access Program (CAP) Advisory Board to advise City Council concerning the formulation of processes, procedures, and criteria for carrying out the stated program goals.

The program's public benefits expressed in City Council Resolution M-2280 (December 2021) include:

1. Ensuring greater access to arts, science, culture, and heritage organizations for public school students, through programs in and out of classrooms, before and after school programs, and during the summer, and opportunities for free visits to cultural attractions;
2. creating new resources to support or promote cultural activities, events, or projects reflecting our diverse lifestyles, interests and cultures;
3. expanding access and opportunities for the general public, including students, seniors, and economically underserved populations or those on a fixed income, to attend and experience cultural events, performances, festivals, exhibits, and related programs and activities;
4. boosting the City's economy through enhanced cultural community, job creation, and increased tourism; and
5. ensuring that cultural organizations are financially healthy and able to provide public programs and services within their facilities, in neighborhoods and communities, and in public schools.

Advisory Board Recruitment and Timing

Following the City's customary timeline for advisory board recruitment, the CAP Advisory Board will be ready to begin work in April 2023, three months after the tax collection is scheduled to begin on January 1. It is not likely that the new board will be able to quickly build the necessary program framework for a cultural access granting cycle in the remaining 8 months of 2023.

Proposing an accelerated board recruitment process was considered but is not recommended. The CAP Advisory Board recruitment and selection should be especially thorough and deliberative, with ample time given to build community awareness of the opportunity to serve on the board and encourage a strong pool of candidates, thereby engendering public trust in the new program:

- Give careful attention to meeting city goals for diversity and inclusion, which have been included in the draft ordinance creating the new advisory board.
- Include members who represent historically marginalized racial and gender communities, ethnic backgrounds, age, and other aspects of personal and professional identity, reflecting the program's strong emphasis on equity and access.
- Abide by state requirement that cultural access advisory councils "must include citizen representatives of constituencies and organizations with interests relevant to the work of the program including, but not limited to, leaders in the business, educational, and cultural communities" (RCW 36.160.060).

For these reasons it is recommended that the City follow its normal schedule allowing sufficient time for board recruitment and selection.

However, to facilitate advance program planning with the aim of distributing Cultural Access Funds in 2023, it is recommended that an Ad Hoc Committee be appointed to begin program planning for Inspire Olympia in the fourth quarter of 2022. Doing so will save considerable time and advance the program implementation by at least six months. This measure has a companion resolution to authorize early program staffing and start-up funding, also in 2022.

Role and Goals of an Ad Hoc Committee

The role of the Ad Hoc Committee will be to develop recommendations for consideration by the future Cultural Access Program Advisory Board.

Through facilitated meetings, the committee will engage in strategic planning on program values and objectives, and develop recommendations for fundamental program elements such as:

- basic operating framework for the granting program
- criteria and methodology for funding categories and allocations
- eligibility requirements for funding categories
- data gathering for reporting on program impact
- structuring mentor and sponsor relationships among cultural organizations
- structure and phasing for a public school cultural access program

The committee will offer strategies to tailor these program elements to Olympia's cultural non-profit organizations and the needs of the Olympia community.

Goals for Committee Membership and Function:

- Small, no more than five members.
- Technically oriented, experienced in granting, knowledgeable about the cultural nonprofit sector.
- Committed, having availability to meet at least twice/month through March 2023.
- Short-term, to enable intensive participation.
- Diverse, representing different community perspectives as much as possible within the small group.
- Productive, resulting in recommendations that will enable the CAP Advisory Board to hit the ground running and facilitate a funding cycle in 2023.

Committee Selection and Timeline

A list of qualified committee members will be identified based on the criteria noted above, to ensure a balance and breadth of collective experience and diversity. Staff will complete outreach to determine availability and interest of potential committee members and return to Council with a list of candidates for consideration.

July - August	Identify possible candidates
August - Sept	Candidate outreach
September	Council approval of Ad Hoc Committee Members
October - March	10 committee meetings
April 2023	Recommendations to CAP Advisory Board

Options:

1. Approve the Resolution Establishing an Ad Hoc Committee for the City of Olympia Cultural Access Program.
2. Approve the Resolution with modifications.

3. Do not approve the Resolution.

Financial Impact:

Funding for Ad Hoc Committee support is included in the proposed 2022 Inspire Olympia budget.

Attachments:

Resolution

Proposed Program Timeline

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
ESTABLISHING AN AD HOC COMMITTEE FOR THE CITY OF OLYMPIA CULTURAL ACCESS
PROGRAM**

WHEREAS, on December 14, 2021, the Olympia City Council adopted Resolution No. M-2280 (the “Ballot Resolution”) authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent (0.1%) pursuant to RCW 82.14.525 for a period of seven consecutive years to be used for the purpose of funding arts, science, cultural, and heritage programs (“Proposition No. 1”); and

WHEREAS, Proposition No. 1 was approved by the requisite number of voters at the election held on April 26, 2022, and its passage was certified by the Thurston County Auditor on May 6, 2022; and

WHEREAS, on May 24, 2022, the Olympia City Council enacted Ordinance No. 7232 imposing the additional sales and use tax at a rate of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

WHEREAS, Ordinance No. 7232 provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall only be used for the purposes set forth in RCW 36.160.110 for the Olympia Cultural Access Program; and

WHEREAS, on August 9, 2022, the Olympia City Council enacted Ordinance No. 7331 establishing the Cultural Access Program Advisory Board and Adding a New Article XI to Olympia Municipal Code Chapter 2.100; and

WHEREAS, following the City’s customary timeline for advisory board recruitment, the CAP Advisory Board will not be ready to begin work until April 2023, three months after the tax collection is scheduled to begin on January 1, and is not likely to have enough time to build the necessary program framework for a cultural access granting cycle until 2024; and

WHEREAS, Section 4.1 of the Olympia City Council Guidebook states, “Council appointed Committees/Commissions/Boards are established by action of the entire Council, usually by ordinance. Short term or Ad Hoc Committees may not necessitate an ordinance and may be established by majority Council approval of the scope for the committee and the term of its appointment.”; and

WHEREAS, on July 27, 2022, the Community Livability and Public Safety Committee considered staff’s recommendation to form an ad hoc committee for the term of Fourth Quarter of 2022 through March 2023, to facilitate advance program planning for the City’s Cultural Access Program *Inspire Olympia* with the goal of distributing Cultural Access Funds in 2023 and developing recommendations for consideration by the future Cultural Access Program Advisory Board; and

WHEREAS, the Community Livability and Public Safety Committee voted on July 27, 2022, to approve and forward staff's recommendation to form a Cultural Access Program Ad Hoc Committee to the entire City Council for consideration; and

WHEREAS, the Olympia City Council wishes to establish a Cultural Access Program Ad Hoc Committee for the purpose of advance program planning for the Cultural Access Program as recommended by staff and the Community Livability and Public Safety Committee;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that it approves the establishment of a Cultural Access Program Ad Hoc Committee for the term of Fourth Quarter of 2022 through March 2023, to facilitate advance program planning for the City's Cultural Access Program *Inspire Olympia* with the goal of distributing Cultural Access Funds in 2023 and developing recommendations for consideration by the future Cultural Access Program Advisory Board.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

Cultural Access Program Proposed Implementation Timeline

	Jan - Feb- Mar	Apr - May - Jun	Jul - Aug - Sep	Oct- Nov - Dec
2022	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Funding Milestones		☑		
Administration			Draft intial program budget	Hire Program Manager, develop ArtsWA contract
Communications		CA on City Webpage		Recruitment; conduct "Census" of Cultural Orgs
Legal/City Council Action		Authorize tax, create fund; Council Study Session	Authorize Advisory Board, program staff, 4th Q funding	Board Recruitment
Ad Hoc Committee			Solicit and seat members	Meetings 2x/mo
CA Advisory Board				Commission Recruitment
2023	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenue	575,000	1,150,000	1,725,000	2,300,000
Administration	Develop pilot grant cycle	Publish pilot cycle guidelines; applications due June 30	Contracts for pilot cycle	
Communications	Census results inform Ad Hoc committee recommendations	Capacity Building and Planning Workshops; New branding	Capacity Building and Planning Workshops	Capacity Building and Planning Workshops
Legal/City Council Action	Select and seat Advisory Board	Re-Branding	Adopt code; approve awards for pilot term ending March '24	
Ad Hoc Committee	Recommendations to Advisory Board			
CA Advisory Board	Interviews	Board Start; Program Recommendations to CC		
2024	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenue	575,000	1,150,000	1,725,000	2,300,000
Administration	Pilot cycle end. Publish first full cycle applications	Review applications	Contracts for July 1, 2024 - June 30, 2025	
Communications	Program Workshops			
Legal/ City Council Action		Approve Awards for 2024-25		
CA Advisory Board		Recommend awards to CC		