



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 31, 2023

7:00 PM

Council Chambers, Online and
Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_mu07hbyQS0ihxibz_mlrZg

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 [23-0095](#) Approval of the January 17, 2023 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B [23-0122](#) Approval of Bills and Payroll Certification

Attachments: [Bills and Payroll](#)

- 4.C [23-0118](#) Approval of the 2023 Community Livability and Public Safety Committee Work Plan
Attachments: [Draft 2023 Community Livability & Public Safety Committee Work Plan](#)
- 4.D [23-0121](#) Approval of the 2023 Finance Committee Workplan
Attachments: [Draft Finance Committee 2023 Work Plan](#)
- 4.E [23-0117](#) Approval of the 2023 Land Use and Environment Committee Work Plan
Attachments: [Draft Land Use and Environment Committee 2023 Work Plan](#)
- 4.F [23-0077](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Boulevard Nursery Contaminated Soil Stockpile Removal Project
Attachments: [Resolution](#)
 [Agreement](#)
 [Project Agreement](#)
 [Remediation Agreement](#)
- 4.G [23-0032](#) Approval of a Resolution Authorizing an Interlocal Agreement with the City of Tumwater for Fire Training
Attachments: [Resolution](#)
 [Agreement](#)
- 4.H [23-0106](#) Approval of a Resolution Authorizing an Amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute
Attachments: [Resolution](#)
 [Agreement](#)
- 4.I [23-0108](#) Approval of a Resolution Authorizing an Interlocal with the State of Washington Department of Enterprise Services for Street Sweeping Services
Attachments: [Resolution](#)
 [Agreement](#)
- 4.J [23-0109](#) Approval of a Resolution Authorizing an Agreement Between the Cities of Olympia, Lacey and Tumwater for Transfer of Assets Related to the Brewery Wellfield
Attachments: [Resolution](#)
 [Agreement](#)
- 4.K [23-0119](#) Approval of a Resolution Authorizing Amendment No. 2 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 2 on behalf of the

Olympia City Council

Attachments: [Resolution](#)

[Agreement](#)

- 4.L** [23-0130](#) Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.

Attachments: [Resolution](#)

[Agreement](#)

[Memorandum of Lease](#)

4. SECOND READINGS (Ordinances)

- 4.M** [23-0036](#) Approval of an Ordinance Amending Olympia Municipal Code Regarding Regulations of Fencing

Attachments: [Ordinance - Second Reading](#)

[Ordinance - First Reading](#)

[Application Materials](#)

[Public Comments](#)

- 4.N** [23-0071](#) Approval of an Ordinance Adopting the City of Olympia Comprehensive Emergency Management Plan

Attachments: [Ordinance](#)

[Promulgation Letter](#)

[2022 CEMP Update](#)

[2022 City of Olympia CEMP Review by WA EMD](#)

4. FIRST READINGS (Ordinances)

- 4.O** [23-0120](#) Approval of an Ordinance Amending Olympia Municipal Code Section 2.04.050 Relating to City Council Meetings

Attachments: [Ordinance](#)

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A** [23-0102](#) Housing and Homeless Response Update

Attachments: [Sergio's Event Flyer](#)

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 January 17, 2023 City Council Meeting Minutes

Agenda Date: 1/31/2023
Agenda Item Number: 4.A
File Number:23-0095

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

Title

Approval of the January 17, 2023 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 17, 2023

7:00 PM

**Council Chambers, Online and Via
Phone**

Register to

Attend: https://us02web.zoom.us/webinar/register/WN_IJFflbAyRsG-n6Zh7c_AQ

1. ROLL CALL

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

Excused: 1 - Councilmember Y  n Hu  nh

1.A ANNOUNCEMENTS - NONE

1.B APPROVAL OF AGENDA

The agenda was approved.

1.C PUBLIC HEARING TO PROVIDE AN APPROXIMATELY EQUAL OPPORTUNITY FOR PERSONS TO EXPRESS SUPPORT OR OPPOSITION FOR THE OLYMPIA TUMWATER FIRE AUTHORITY BALLOT PROPOSITION NO. 1 AT THE SPECIAL ELECTION ON APRIL 25, 2023

******THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO SPEAK AT THIS TIME FOR OR AGAINST THIS LEVY******

- 1.C [23-0067](#) Public Hearing to Provide an Approximately Equal Opportunity for Persons to Express Support or Opposition for the Olympia Tumwater Fire Authority Ballot Proposition No. 1 at the Special Election on April 25, 2023

Mayor Selby opened the public hearing at 7:02 p.m. The following people spoke: Larry Dzieza, Jim Lazar, Karen Messmer, Steven Buscz, Larry Dibble, and Bob Jacobs. The public hearing was closed at 7:19 p.m.

The public hearing was held and closed.

2. SPECIAL RECOGNITION

- 2.A [23-0078](#) Special Recognition - Proclamation Recognizing National Day of Racial

Healing

Councilmembers read a proclamation recognizing January 17 as the National Day of Racial Healing.

YMCA Senior Branch Director Michelle Gipson accepted the proclamation.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Jim Lazar, Esther Kronenberg, Whitney Bowerman and Ken Ringering.

4. CONSENT CALENDAR

- 4.A [23-0069](#) Approval of the January 10, 2023 City Council Meeting Minutes

The minutes were adopted.

- 4.B [23-0075](#) Approval of 2023 Council Meeting Calendar and Committee Assignments

The decision was adopted.

4. SECOND READINGS (Ordinances) - NONE

4. FIRST READINGS (Ordinances)

- 4.C [23-0071](#) Approval of an Ordinance Adopting the City of Olympia Comprehensive Emergency Management Plan

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

Approval of the Consent Agenda

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

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

Excused: 1 - Councilmember Huynh

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A** [23-0055](#) Consideration of a Resolution Expressing City Council Support for the Olympia Tumwater Fire Authority Ballot Proposition No. 1 at the Special Election on April 25, 2023, Following a Public Hearing to Afford Persons an Approximately Equal Opportunity to Express Their Views In Support Or Opposition To the Ballot Measure

Councilmembers discussed their perspectives on the Regional Fire Authority process.

Councilmember Parshley moved, seconded by Councilmember Cooper, to adopt the resolution expressing City Council support for the Olympia Tumwater Fire Authority Ballot Proposition No. 1 at the special election on April 25, 2023. The motion carried by the following vote:

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

Excused: 1 - Councilmember Huynh

- 6.B** [23-0070](#) LOTT Clean Water Alliance Update - Planning for the Future

LOTT Clean Water Alliance Executive Director Matt Kennelly gave an overview of the LOTT organization and planning into the future.

Councilmembers asked clarifying questions.

The information was received.

- 6.C** [23-0036](#) Approval of Ordinance Amending Olympia Municipal Code Regarding Regulations of Fencing

Senior Planner Cari Hornbein gave an overview of an ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zone districts.

Councilmembers asked clarifying questions. Amarak Director of Government Affairs Michael Pate answered questions from Councilmembers.

Councilmember Madrone moved, seconded by Mayor Pro Tem Gilman, to approve an ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zone districts. The motion carried by the following vote:

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

Excused: 1 - Councilmember Huynh

6.D [23-0043](#) Approval of Lodging Tax Advisory Committee 2023 Lodging Tax Funding Recommendations

Economic Development Director Mike Reid gave an overview of the function of Lodging Tax and the associated Committee. Mr. Reid shared the Lodging Tax Advisory Committee recommendations for 2023 tourism funding. Councilmembers asked clarifying questions.

Councilmembers discussed the funding allocation recommendation related to Lakefair in light of recent concerns regarding the Lakefair Royalty and Scholarship Program.

At the request of the City Council, the topic will be forwarded to the Social Justice and Equity Commission to provide advice and recommendations on how to incorporate equity and social justice into the application process and review criteria for Lodging Tax. The topic will also be added to the Community Livability and Public Safety Work plan.

City Manager Jay Burney; Diversity, Equity, and Inclusion Manager and Liaison to the Social Justice and Equity Commission Tobi Hill-Meyer; a member of the Social Justice and Equity Commission; and a Councilmember will meet with the Lakefair Board to gauge their interest, willingness, and commitment to create an event that preserves what is loved about Lakefair and reflects the values of our community of being welcoming and inclusive.

Councilmember Cooper moved, seconded by Councilmember Parshley, to approve the 2023 Lodging Tax Advisory Committee recommendation except for the proposed Lakefair funding. The motion carried by the following vote:

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

Excused: 1 - Councilmember Huynh

7. CONTINUED PUBLIC COMMENT - NONE

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meeting and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney reported that a five year old in the community who wanted to meet a garbage truck driver was visited by Waste Resources Staff.

10. ADJOURNMENT

The meeting adjourned at 10:54 p.m.



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

City Council

Approval of Bills and Payroll Certification

Agenda Date: 1/31/2023
Agenda Item Number: 4.B
File Number:23-0122

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

Title

Approval of Bills and Payroll Certification

City of Olympia
Expenditure Summary

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

For Period 11/27/2022 12/3/2022
For A/P ACH Payments and A/P Checks Numbered 3752943 3753115
For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

Date 12/7/2022

Finance Director



Total Approved for Payment

| | Fund | |
|----------------|------|--|
| \$1,225,948.28 | 001 | General Fund |
| \$0.00 | 002 | Shop Facilities |
| \$17,201.65 | 003 | Revolving Account Fund |
| \$0.00 | 004 | Urban Arterial Fund |
| \$0.00 | 006 | Development Fee Revenue |
| \$2,907.22 | 007 | Parking Fund |
| \$9,490.50 | 014 | LEOFF 1 OPEB Trust Fund |
| \$0.00 | 021 | Washington Center Endow |
| \$141.63 | 025 | Washington Center |
| \$2,052.84 | 026 | Municipal Arts Fund |
| \$3,446.87 | 107 | Hud |
| \$0.00 | 108 | Hud |
| \$0.00 | 127 | Impact Fees |
| \$0.00 | 130 | Sepa Mitigation Fund |
| \$7,517.16 | 132 | Lodging Tax Fund |
| \$0.00 | 133 | Arts And Conference Fund |
| \$0.00 | 134 | Parks And Rec Sidewalk Ut Tax |
| \$0.00 | 135 | Parking Business Imp Area |
| \$0.00 | 136 | Farmers Mkt Repair/replc |
| \$0.00 | 137 | Children's Hands On Museum |
| \$0.00 | 138 | Trans Benefit District |
| \$0.00 | 139 | Grants Control Fund |
| \$0.00 | 140 | Reet |
| \$1,250,352.18 | 141 | Oly Metro Park District |
| \$20,858.84 | 142 | Home Fund |
| \$0.00 | 208 | Lid Obligation Control |
| \$0.00 | 216 | 4th/5th Ave Pw Trst |
| \$500,000.00 | 220 | Non-Voted General Obligation Debt Fund |
| \$0.00 | 223 | Ltgo Bond Fund '06-parks |
| \$0.00 | 240 | Voted General Obligation Debt Fund |
| \$0.00 | 250 | Misc. Governmental Debt Fund |
| \$1,001,468.47 | 317 | Capital Improvement Fund |
| \$34,937.59 | 318 | Home Fund |
| \$17,839.70 | 320 | Transportation Capital Improvement Fund |
| \$0.00 | 322 | 4/5th Ave Corridor/bridge |
| \$0.00 | 323 | CIP Constr Fund - Parks |
| \$0.00 | 324 | Fire Station 4 Construct |
| \$0.00 | 326 | Transportation Const |
| \$0.00 | 329 | Go Bond Project Fund |
| \$0.00 | 331 | Fire Equipment Replacement Fund |
| \$500,000.00 | 335 | Facilities Capital Improvement Fund |
| \$332.28 | 340 | Parks Capital Improvement Fund |
| \$819,586.30 | 401 | Water |
| \$6,240.64 | 402 | Sewer |
| \$8,066.56 | 403 | Solid Waste |
| \$11,851.29 | 404 | Storm And Surface Water |
| \$0.00 | 407 | Storm And Surface Water Mitig |
| \$0.00 | 411 | Water Debt Service |
| \$0.00 | 412 | Sewer Debt Service |
| \$0.00 | 414 | Storm/Surface Water Debt |
| \$0.00 | 427 | W/s Rev Bond Redemption |
| \$0.00 | 434 | Storm/Surface Water CIP |
| \$498.72 | 461 | Water CIP Fund |
| \$8,045.54 | 462 | Sewer CIP Fund |
| \$0.00 | 463 | Solid Waste/advertising |
| \$0.00 | 464 | Storm/Surface Water Capital Improvement Fund |
| \$14,419.76 | 501 | Equipment Rental |
| \$0.00 | 502 | C. R. Equipment Rental |
| \$101.21 | 503 | Unemployment Compensation |
| \$0.00 | 504 | Ins Trust Fund |
| \$505,091.82 | 505 | Workers Compensation |
| \$1,051.09 | 604 | Firemen's Pension Fund |
| \$0.00 | 605 | Customers Water Reserve |
| \$0.00 | 621 | Washington Center Endow |
| \$0.00 | 630 | County/State Custodial |
| \$0.00 | 631 | Public Facilities |
| \$0.00 | 682 | Law Enforcement Record Mngtsys |
| \$0.00 | 701 | Parks-neighborhood |
| \$0.00 | 702 | Parks-community |
| \$0.00 | 703 | Parks-open Space |
| \$0.00 | 707 | Parks-special Use |
| \$0.00 | 711 | Transportation |
| \$0.00 | 720 | Schools |

\$5,969,448.14 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register

| Description | From Check | to Check | Check Amount |
|--|------------|----------|----------------|
| EDT vouchers outside of date range | | 22335 | 727.46 |
| EDT vouchers outside of date range | | 22336 | 1,051.09 |
| EDT vouchers outside of date range | | 22337 | 3,756.15 |
| EDT vouchers outside of date range | | 22340 | 5,000,000.00 |
| EDT vouchers inside date range, processed next | | 22348 | (2,146.79) |
| EDT vouchers inside date range, processed next | | 22349 | (388,330.24) |
| EDT vouchers inside date range, processed next | | 22350 | (20,173.66) |
| EDT vouchers inside date range, processed next | | 22351 | (2,237,837.51) |
| EDT vouchers inside date range, processed next | | 22352 | (874,375.00) |
| EDT vouchers inside date range, processed next | | 22354 | (388,012.50) |
| EDT vouchers inside date range, processed next | | 22356 | (12,313.01) |
| EDT vouchers inside date range, processed next | | 22357 | (19,506.35) |
| EDT vouchers inside date range, processed next | | 22358 | (53,927.02) |
| EDT vouchers inside date range, processed next | | 22359 | (8,353.10) |
| EDT vouchers inside date range, processed next | | 22360 | (76,899.48) |
| EDT vouchers inside date range, processed next | | 22353 | (3,563.60) |
| check voided in same period it was issued | | 3753071 | 287.16 |

Subtotal 920,383.60

| | |
|---------------|--------------|
| Voided Checks | (175.00) |
| EFT | 276,836.99 |
| A/P Checks | 4,772,402.55 |

Grand Total 5,969,448.14

Proof 0.00

City of Olympia
Expenditure Summary

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

For Period 12/4/2022 12/10/2022
For A/P ACH Payments and A/P Checks Numbered 3753116 3753326
For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

12/16/2022 Date Finance Director [Signature] [Signature]

Total Approved for Payment

| | Fund | |
|--|------|--|
| \$1,842,761.91 | 001 | General Fund |
| \$0.00 | 002 | Shop Facilities |
| \$0.00 | 003 | Revolving Account Fund |
| \$0.00 | 004 | Urban Arterial Fund |
| \$653.33 | 006 | Development Fee Revenue |
| \$17,238.18 | 007 | Parking Fund |
| \$70,781.25 | 014 | LEOFF 1 OPEB Trust Fund |
| \$0.00 | 021 | Washington Center Endow |
| \$1,779.59 | 025 | Washington Center |
| \$0.00 | 026 | Municipal Arts Fund |
| \$0.00 | 107 | Hud |
| \$0.00 | 108 | Hud |
| \$0.00 | 127 | Impact Fees |
| \$0.00 | 130 | Sepa Mitigation Fund |
| \$0.00 | 132 | Lodging Tax Fund |
| \$0.00 | 133 | Arts And Conference Fund |
| \$0.00 | 134 | Parks And Rec Sidewalk Ut Tax |
| \$500.00 | 135 | Parking Business Imp Area |
| \$0.00 | 136 | Farmers Mkt Repair/replic |
| \$0.00 | 137 | Children's Hands On Museum |
| \$0.00 | 138 | Trans Benefit District |
| \$0.00 | 139 | Grants Control Fund |
| \$0.00 | 140 | Reet |
| \$0.00 | 141 | Oly Metro Park District |
| \$232,644.30 | 142 | Home Fund |
| \$0.00 | 208 | Lid Obligation Control |
| \$0.00 | 216 | 4th/5th Ave Pw Trst |
| \$3,014,180.25 | 220 | Non-Voted General Obligation Debt Fund |
| \$0.00 | 223 | Ltgo Bond Fund '06-parks |
| \$874,375.00 | 240 | Voted General Obligation Debt Fund |
| \$0.00 | 250 | Misc. Governmental Debt Fund |
| \$0.00 | 317 | Capital Improvement Fund |
| \$0.00 | 318 | Home Fund |
| \$100.00 | 320 | Transportation Capital Improvement Fund |
| \$0.00 | 322 | 4/5th Ave Corridor/bridge |
| \$0.00 | 323 | CIP Constr Fund - Parks |
| \$0.00 | 324 | Fire Station 4 Construct |
| \$0.00 | 326 | Transportation Const |
| \$0.00 | 329 | Go Bond Project Fund |
| \$0.00 | 331 | Fire Equipment Replacement Fund |
| \$0.00 | 335 | Facilities Capital Improvement Fund |
| \$45,380.28 | 340 | Parks Capital Improvement Fund |
| \$138,288.82 | 401 | Water |
| \$36,909.69 | 402 | Sewer |
| \$108,052.23 | 403 | Solid Waste |
| \$29,500.92 | 404 | Storm And Surface Water |
| \$0.00 | 407 | Storm And Surface Water Mitig |
| \$0.00 | 411 | Water Debt Service |
| \$0.00 | 412 | Sewer Debt Service |
| \$0.00 | 414 | Storm/Surface Water Debt |
| \$0.00 | 427 | W/s Rev Bond Redemption |
| \$0.00 | 434 | Storm/Surface Water CIP |
| \$36,939.54 | 461 | Water Cip Fund |
| \$16,477.23 | 462 | Sewer Cip Fund |
| \$0.00 | 463 | Solid Waste/advertising |
| \$5,261.53 | 464 | Storm/Surface Water Capital Improvement Fund |
| \$56,019.08 | 501 | Equipment Rental |
| \$185.25 | 502 | C. R. Equipment Rental |
| \$0.00 | 503 | Unemployment Compensation |
| \$0.00 | 504 | Ins Trust Fund |
| \$20,173.66 | 505 | Workers Compensation |
| \$0.00 | 604 | Firemen's Pension Fund |
| \$0.00 | 605 | Customers Water Reserve |
| \$0.00 | 621 | Washington Center Endow |
| \$32,652.40 | 630 | County/State Custodial |
| \$0.00 | 631 | Public Facilities |
| \$0.00 | 682 | Law Enforcement Record Mgntsys |
| \$0.00 | 701 | Parks-neighborhood |
| \$0.00 | 702 | Parks-community |
| \$0.00 | 703 | Parks-open Space |
| \$0.00 | 707 | Parks-special Use |
| \$0.00 | 711 | Transportation |
| \$0.00 | 720 | Schools |
| \$6,580,854.44 GRAND TOTAL FOR WEEK | | |

Reconciliation of Superior All Checks Register to Expenditure Summary

| Data From Central Square All Checks Register | | | |
|--|------------|-----------------|---------------------|
| Description | From Check | to Check | Check Amount |
| Payroll A/P (vendors) Checks | 22341 | 22361 | 5,101,099.08 |
| Payroll A/P (vendors) Checks | ch 3753229 | | 526.00 |
| Payroll A/P (vendors) Checks | ck 3753230 | | 20.51 |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| EDT CHECK RUN 11-1-22 | | | |
| | | Subtotal | 5,101,645.59 |
| Voided Checks | | | (287.16) |
| EFT | | | 665,929.38 |
| A/P Checks | | | 813,566.63 |
| Grand Total | | | 6,580,854.44 |

Proof 0.00

City of Olympia
Expenditure Summary

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

For Period 12/11/2022 12/17/2022

For A/P ACH Payments and A/P Checks Numbered 3753327 3753587

For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totalling

12/28/2022 Date

A. R. McNeil Finance Director

Total Approved for Payment

| Fund | | |
|----------------|-----|--|
| \$413,870.62 | 001 | General Fund |
| \$0.00 | 002 | Shop Facilities |
| \$16,352.41 | 003 | Revolving Account Fund |
| \$0.00 | 004 | Urban Arterial Fund |
| \$18,333.98 | 006 | Development Fee Revenue |
| \$4,792.45 | 007 | Parking Fund |
| \$0.00 | 014 | LEOFF 1 OPEB Trust Fund |
| \$0.00 | 021 | Washington Center Endow |
| \$31,600.53 | 025 | Washington Center |
| \$0.00 | 026 | Municipal Arts Fund |
| \$42.18 | 107 | Hud |
| \$0.00 | 108 | Hud |
| \$0.00 | 127 | Impact Fees |
| \$0.00 | 130 | Sepa Mitigation Fund |
| \$8,203.26 | 132 | Lodging Tax Fund |
| \$0.00 | 133 | Arts And Conference Fund |
| \$0.00 | 134 | Parks And Rec Sidewalk Ut Tax |
| \$0.00 | 135 | Parking Business Imp Area |
| \$0.00 | 136 | Farmers Mkt Repair/replc |
| \$0.00 | 137 | Children's Hands On Museum |
| \$0.00 | 138 | Trans Benefit District |
| \$0.00 | 139 | Grants Control Fund |
| \$0.00 | 140 | Reet |
| \$0.00 | 141 | Oly Metro Park District |
| \$8,337.16 | 142 | Home Fund |
| \$0.00 | 208 | Lid Obligation Control |
| \$0.00 | 216 | 4th/5th Ave Pw Trst |
| \$0.00 | 220 | Non-Voted General Obligation Debt Fund |
| \$0.00 | 223 | Ltgo Bond Fund '06-parks |
| \$0.00 | 240 | Voted General Obligation Debt Fund |
| \$0.00 | 250 | Misc. Governmental Debt Fund |
| \$5,458.96 | 317 | Capital Improvement Fund |
| \$36,457.70 | 318 | Home Fund |
| \$2,382.09 | 320 | Transportation Capital Improvement Fund |
| \$0.00 | 322 | 4/5th Ave Corridor/bridge |
| \$0.00 | 323 | CIP Constr Fund - Parks |
| \$0.00 | 324 | Fire Station 4 Construct |
| \$0.00 | 326 | Transportation Const |
| \$0.00 | 329 | Go Bond Project Fund |
| \$0.00 | 331 | Fire Equipment Replacement Fund |
| \$0.00 | 335 | Facilities Capital Improvement Fund |
| \$23,862.55 | 340 | Parks Capital Improvement Fund |
| \$37,140.05 | 401 | Water |
| \$1,164,925.59 | 402 | Sewer |
| \$1,069.93 | 403 | Solid Waste |
| \$16,481.57 | 404 | Storm And Surface Water |
| \$0.00 | 407 | Storm And Surface Water Mitig |
| \$0.00 | 411 | Water Debt Service |
| \$0.00 | 412 | Sewer Debt Service |
| \$0.00 | 414 | Storm/Surface Water Debt |
| \$0.00 | 427 | W/s Rev Bond Redemption |
| \$0.00 | 434 | Storm/Surface Water CIP |
| \$16,453.73 | 461 | Water Cip Fund |
| \$315,437.08 | 462 | Sewer Cip Fund |
| \$0.00 | 463 | Solid Waste/advertising |
| \$157.34 | 464 | Storm/Surface Water Capital Improvement Fund |
| \$23,556.08 | 501 | Equipment Rental |
| \$480,856.63 | 502 | C. R. Equipment Rental |
| \$0.00 | 503 | Unemployment Compensation |
| \$0.00 | 504 | Ins Trust Fund |
| \$3,553.00 | 505 | Workers Compensation |
| \$0.00 | 604 | Firemen's Pension Fund |
| \$0.00 | 605 | Customers Water Reserve |
| \$0.00 | 621 | Washington Center Endow |
| \$0.00 | 630 | County/State Custodial |
| \$0.00 | 631 | Public Facilities |
| \$0.00 | 682 | Law Enforcement Record Mgntsys |
| \$0.00 | 701 | Parks-neighborhood |
| \$0.00 | 702 | Parks-community |
| \$0.00 | 703 | Parks-open Space |
| \$0.00 | 707 | Parks-special Use |
| \$0.00 | 711 | Transportation |
| \$0.00 | 720 | Schools |

\$2,629,324.89 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary
Data From Central Square All Checks Register

| Description | From Check | to Check | Check Amount |
|------------------------------|------------|--------------------|--------------|
| Payroll A/P (vendors) Checks | 3753476 | voided in same per | 192.00 |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| EDT CHECK RUN 11-1-22 | | | |

Subtotal 192.00

| | |
|---------------|--------------|
| Voided Checks | (727.02) |
| EFT | 486,748.33 |
| A/P Checks | 2,143,111.58 |

Grand Total 2,629,324.89

Proof 0.00

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 1/15/2023

| | | |
|---|----|--------------|
| NET PAY: (SEMI MONTHLY) | \$ | 1,898,210.10 |
| FIRE PENSION PAY: (MONTHLY) | \$ | 33,571.12 |
| MANUAL: | | |
| TOTAL NET PAY: | \$ | 1,931,781.22 |
| Semi-monthly Payroll Check Numbers: 93999 to 94007 | \$ | 4,528.05 |
| Semi-monthly Payroll Direct Deposit: | \$ | 1,897,023.92 |
| Canceled payment from 1/10/2023 PPE | \$ | (3,341.87) |
| Manual Payroll Check Numbers: | | |
| Monthly Fire Pension Check Numbers: 93997 to 93998 | \$ | 5,817.25 |
| Monthly Fire Pension Direct Deposit: | \$ | 27,753.87 |
| TOTAL NET PAY: | \$ | 1,931,781.22 |

Patricia Brassfield
Prepared by:

1/24/2023
Date

Debbie Heilman
Reviewed by:

Jan 24, 2023
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 1/15/2023 have been examined and are approved as recommended for payment.

Aaron BeMiller
Aaron BeMiller (Jan 24, 2023 11:01 PST)
Approved by/Finance Director

Jan 24, 2023
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 11/30/2022

| | | |
|---|----|--------------|
| NET PAY: (SEMI MONTHLY) | \$ | 1,915,889.74 |
| FIRE PENSION PAY: (MONTHLY) | \$ | 29,215.48 |
| MANUAL: | \$ | 5,768.99 |
| TOTAL NET PAY: | \$ | 1,950,874.21 |
| Semi-monthly Payroll | | |
| Check Numbers: <u>93971</u> to <u>93976</u> | \$ | 5,606.52 |
| Semi-monthly Payroll | | |
| Direct Deposit: | \$ | 1,910,283.22 |
| Manual Payroll Check | | |
| Numbers: <u>93968</u> to <u>93969</u> | \$ | 3,843.85 |
| Manual Payroll Check | | |
| Numbers: <u>93970</u> to <u>93970</u> | \$ | 1,925.14 |
| Monthly Fire Pension | | |
| Check Numbers: <u>93951</u> to <u>93953</u> | \$ | 6,548.04 |
| Monthly Fire Pension | | |
| Direct Deposit: | \$ | 22,667.44 |
| TOTAL NET PAY: | \$ | 1,950,874.21 |

Patricia Brassfield

Prepared by:

1/12/2023

Date

Dabbie Heilman

Reviewed by:

Jan 12, 2023

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 11/30/2022 have been examined and are approved as recommended for payment.

Aaron BeMiller

Aaron BeMiller (Jan 12, 2023 14:32 PST)

Approved by/Finance Director

Jan 12, 2023

Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 12/15/2022

NET PAY: (SEMI MONTHLY) \$ 1,795,243.19

FIRE PENSION PAY: (MONTHLY)

MANUAL: \$ 97.61

TOTAL NET PAY: \$ 1,795,340.80

Semi-monthly Payroll

Check Numbers: 93983 to 93988 \$ 1,442.94

Semi-monthly Payroll

Direct Deposit: \$ 1,793,800.25

Manual Payroll Check

Numbers: 93979 to 93979 \$ 5,835.33

Manual Payroll Check

Numbers: 93980 to 93980 \$ 97.61

Void Check Number 93977 to 93977 \$ (5,835.33)

vacation payout was to be paid out not to deferred comp - corrected check with 93979

Monthly Fire Pension

Direct Deposit:

TOTAL NET PAY: \$ 1,795,340.80

Patricia Brassfield

Prepared by:

1/12/2023

Date

Debbie Heilman

Reviewed by:

Jan 12, 2023

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 12/15/2022 have been examined and are approved as recommended for payment.

Aaron BeMiller

Aaron BeMiller (Jan 12, 2023 1:43:32 PST)

Approved by/Finance Director

Jan 12, 2023

Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 12/31/2022

| | | |
|---|----|--------------|
| NET PAY: (SEMI MONTHLY) | \$ | 1,857,842.30 |
| FIRE PENSION PAY: (MONTHLY) | \$ | 29,215.48 |
| MANUAL: | | |
| TOTAL NET PAY: | \$ | 1,887,057.78 |
| Semi-monthly Payroll Check Numbers: <u>93989</u> to <u>93991</u> | \$ | 10,442.20 |
| Semi-monthly Payroll Direct Deposit: | \$ | 1,847,400.10 |
| Manual Payroll Check Numbers: _____ to _____ | | |
| Manual Payroll Check Numbers: _____ to _____ | | |
| Monthly Fire Pension Check Numbers: <u>93981</u> to <u>93982</u> | \$ | 5,563.16 |
| Monthly Fire Pension Direct Deposit: | \$ | 23,652.32 |
| TOTAL NET PAY: | \$ | 1,887,057.78 |

Patricia Brassfield
Prepared by:

1/12/2023
Date

Debbie Heilman
Reviewed by:

Jan 13, 2023
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 12/31/2022 have been examined and are approved as recommended for payment.

Aaron BeMiller
Aaron BeMiller (Jan 13, 2023 10:02 PST)
Approved by/Finance Director

Jan 13, 2023
Date



City Council

Approval of the 2023 Community Livability and Public Safety Committee Work Plan

Agenda Date: 1/31/2023
Agenda Item Number: 4.C
File Number: 23-0118

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

Title

Approval of the 2023 Community Livability and Public Safety Committee Work Plan

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee met on Wednesday, January 25th and unanimously recommended the 2023 Work Plan and directed staff to forward it to the full Council for approval.

City Manager Recommendation:

Move to approve the 2023 Community Livability and Public Safety Committee Work Plan.

Report

Issue:

Whether to approve the 2023 Community Livability and Public Safety Committee Work Plan.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

Debbie Sullivan, Assistant City Manager

Background and Analysis:

Each year, all Council Committees develop a work plan. Staff developed the Work Plan based on the priorities identified at the 2023 City Council retreat.

Highlights of the 2023 work plan include: recruiting, interviewing, and recommending appointments to Council for advisory boards, committees, and commissions; discussion of a Youth Council; the findings and recommendations on how to address discrimination in the community; and a recommendation on a model for civilian oversight of law enforcement.

The 2023 work plan allows time throughout the year to respond to emerging issues. Meetings are scheduled for the fourth Wednesday of every month starting at 5:30 pm. However, additional meetings will be scheduled in late February or early March to interview candidates to fill vacancies on

several Council advisory boards, committees, and commissions.

Climate Analysis:

The Climate Framework analysis will be completed for the individual work plan items being presented to the Committee throughout the year.

Equity Analysis:

The Climate Framework analysis will be completed for the individual work plan items being presented to the Committee throughout the year.

Neighborhood/Community Interests (if known):

Items on the Community Livability and Public Safety Committee are of high interest to the community and Council-appointed advisory committees. These will be highlighted by staff when the work plan item is presented to the Committee.

Options:

1. Approve the 2023 Community Livability and Public Safety Work Plan.
2. Update and approve the 2023 Community Livability and Public Safety Work Plan based on feedback from Council.
3. Take other action.

Financial Impact:

The funding impact will be discussed when the individual work plans are presented to the Committee and Council

Attachments:

Draft 2023 Community Livability and Public Safety Committee Work Plan

Community Livability & Public Safety Committee

2023 Work Plan

| Month | Agenda Item | Presenter | Notes: |
|--------------------------|--|----------------------|---|
| Jan 25 | Discussion of the Reimagining Public Safety 2023 Work Plan | Stacey Ray | |
| | Briefing on Discrimination Assessment | Tobi-Hill Meyer | |
| | Advisory Committee Update | Kellie Purce Braseth | |
| | Approval of the 2023 Work Plan | Debbie Sullivan | |
| Feb 22 | OPD Staffing Study | Rich Allen | |
| | OPD Public Safety Update | Rich Allen | |
| | Civilian Oversight Scope, Schedule, Budget | Debbie Sullivan | |
| | Youth Council Scope, Schedule, Budget | Susan Grisham | |
| | | | |
| Mar 1 & 2 | Advisory Committee Candidate Interviews | | Remote |
| | | | |
| | | | |
| March 22 | Advisory Committee Workplans | | In-person meeting |
| | Annual Meeting with the Chairs | | |
| | | | |
| April 19 & 20 | Cultural Access Advisory Committee Interviews | | In-person |
| | | | |
| | | | |
| April 26 | CDBG Annual Action Plan | Darian Lightfoot | |
| | One Community Operational Plan Update | Stacey Ray | |
| | Recommendations of the Inspire Olympia Ad Hoc Committee | Marygrace Goddu | |
| | Advisory Committee Procedures and Expectations | Kellie Purce Braseth | |
| May 24 | Equity Assessment Update | Keli Drake | |
| | Regional Fire Authority Transition Plan | Jay Burney | Contingent on results of ballot measure |
| | Recommendations of the Cultural Access Advisory Board | Marygrace Goddu | |
| | Lodging Tax Recommendations | Mike Reid | |
| June 28 | Civilian Oversight of Law Enforcement Recommendations | Debbie Sullivan | Also Council Study Session |
| | Update on Sanctuary City Action Items | Susan Grisham | Sharing items completed and in progress |
| | Wa. State Public Safety Reform Beta Project | Shelby Parker | |
| | | | |
| July 26 | OPD Public Safety Update | Chief Rich Allen | |
| | OPD Staffing Study Findings | Rich Allen | |
| | Sister City Program Development | Susan Grisham | |
| | | | |
| Aug. 23 | Cultural Key to the City Process and Procedures | Susan Grisham | |
| | | | |
| | | | |
| Sept. 27 | Youth Council Recommendations | Susan Grisham | |

Community Livability & Public Safety Committee

2023 Work Plan

| Month | Agenda Item | Presenter | Notes: |
|------------------------------|--|------------------------------|----------------------------|
| | Discrimination Assessment Findings & Recommendations | Tobi Hill-Meyer | Also Council Study Session |
| | Advisory Committee Recruitment Process | Kellie Purce Braseth | |
| | | | |
| Oct. 25 | OPD Public Safety Update | Chief Rich Allen | |
| | OPD Staffing Study Findings and Recommendation | Chief Rich Allen | |
| | | | |
| Nov. 22 | <i>*Thanksgiving November 23</i> | | |
| | | | |
| | | | |
| Dec. 27 | <i>*Christmas December 25</i> | | |
| | | | |
| | | | |
| To be Scheduled | | | |
| 1 | Jail Discussion | | |
| 2 | Olympia Downtown Improvement District | Pending RFA Election Results | |
| 3 | Community Youth Gathering Spaces | | Youth Council? |
| | | | |
| Council Study Session | | | |
| 1 | Arrest and Jail Alternatives & Restorative Justice | Mike King (CCS)/Amy King | |
| 2 | Final Equity Assessment Findings | Keli Drake | |
| 3 | Community Opinion Survey Results | Debbie Sullivan | |
| 4 | Community Mental Health Resources | Debbie Sullivan | |
| | | | |



City Council

Approval of the 2023 Finance Committee Workplan

Agenda Date: 1/31/2023
Agenda Item Number: 4.D
File Number:23-0121

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

Title

Approval of the 2023 Finance Committee Workplan

Recommended Action

Committee Recommendation:

The Finance Committee recommends approval of the Draft 2023 Finance Committee Work Plan

City Manager Recommendation:

Move to approve the Finance Committee recommendation.

Report

Issue:

Whether to approve the 2023 Finance Committee Workplan.

Staff Contact:

Aaron BeMiller, Finance Director, 360.753.8465

Presenter(s):

None, Consent Calendar Item.

Background and Analysis:

The Finance Committee discussed, modified, and approved their 2023 Workplan at the Finance Committee meeting held January 18, 2023.

Climate Analysis:

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

Equity Analysis:

This agenda item is not expected to impact known disparities in our community.

Neighborhood/Community Interests (if known):

Members of the community may have an interest in this agenda item as it deals with planned conversations on City finances and fiscal governance.

Options:

1. Approve the Workplan as submitted.
2. Modify and send the Workplan back to the Finance Committee.
3. Reschedule the agenda item to a future meeting.

Financial Impact:

There is no financial impact related to approving the work plan.

Attachments:

Draft Finance Committee 2023 Work Plan

PROPOSED 2023 FINANCE COMMITTEE WORKPLAN

| Month | Spotlight | Agenda |
|--------------|--|--|
| January | 2024 Budget Creation Calendar | Workplan, Fraud loss |
| February | GAAP v Cash & ACFR | Pavement Management, Climate Funding Referral (Part I), Tax Review |
| March | Transportation Benefit District Options | Early Year-End List, Item(s) to be determined |
| April | Priority Based Budgeting/Community Input | Transportation Master Plan, Olympia Strong Econ Development Update (include invites to EDC, Chamber, etc) |
| May | Levy Lid-Lift | Post RFA Vote Impact, Annexation, LTAC Conversation (invite Community Livability) |
| June | Potential Revenue Stream allowed by RCW | GPA/5 & 10 Year Financial Forecast, WCIA Insurance |
| July | JAS Commission Assessment/Budget | Current & Potential Transportation including Sidewalk Revenue, City-wide granting process |
| August | Finance Policy/Procedure Updates | Climate Funding Referral (Part II) OMPD ILA Review |
| September | Workday/Adaptive Showcase | Transportation Revenue continued |
| October | | Budget |
| November | | Budget |
| December | | Budget/2024 Workplan |

| <u>Budget Spotlight Ideas</u> | <u>Month</u> | <u>Agenda Item Requests</u> | <u>Month</u> |
|--------------------------------------|---------------------|---|---------------------|
| Workday Update | | Sidewalk Revenue / Usage – Land Use first (June), Who pays | TBD |
| | | City usage of Women/Minority/Veteran Business – expand to include DEI contracting practices | TBD |
| Watersmart System | | Youth Council (after cmty liv) | TBD |
| | | Inspire Olympia Report | TBD |
| | | Sea Level Rise Funding Report Out | TBD |
| | | Reimagining Public Safety Status/Funding | TBD |
| | | Budget/Comp Plan Alignment | |
| | | | |
| | | | |



City Council

Approval of the 2023 Land Use and Environment Committee Work Plan

Agenda Date: 1/31/2023
Agenda Item Number: 4.E
File Number: 23-0117

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

Title

Approval of the 2023 Land Use and Environment Committee Work Plan

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends approving the proposed 2023 Committee Work Plan.

City Manager Recommendation:

Move to approve the proposed 2023 Committee Work Plan.

Report

Issue:

Whether to approve the proposed 2023 Committee Work Plan.

Staff Contact:

Leonard Bauer, Director, Community Planning and Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The LUEC annually recommends a program of work items to consider that year. The recommended 2023 LUEC work program is attached. It contains items carried over from LUEC's 2022 work program, and items included on the initial draft work programs for City staff and the Olympia Planning Commission.

Climate Analysis:

(Note: This is a high-level summary of all the agenda items on the 2023 LUEC Work Program. A more detailed analysis will be completed for each of the agenda items when they come before the LUEC.)

The majority of the agenda items in the proposed 2023 LUEC work program include actions intended to specifically support climate action strategies. Many of the items focus on the transportation and

land use sector by seeking and promoting ways for the City to accommodate future growth in denser land use patterns. Such patterns increase opportunities for residents to live closer to jobs and services, promoting non-automobile travel modes such as walking, biking and transit. These patterns also reduce urban sprawl, preserving forest and agriculture outside the current city boundaries.

Other agenda items support the buildings and energy; water and waste; and agriculture, forests, and urban tree canopy sectors. They do this through increased energy efficiency and electrification of buildings, diverting solid waste from landfills, preserving and enhancing urban tree canopy, and supporting small urban agriculture. In addition, climate adaptation actions are supported through the sea level rise plan.

The agenda items are policy discussions regarding a potential range of strategies and actions. Decisions to go further along the range toward stronger support of climate actions is possible for each item. However, each of those decisions also may have other implications for cost of development of housing, vehicle transportation congestion, economic development, and other community priorities.

Equity Analysis:

(Note: This is a high-level summary of all the agenda items on the 2023 LUEC Work Program. A more detailed analysis will be completed for each of the agenda items when they come before the LUEC.)

Proposed agenda items will generally benefit existing and new residents and businesses with increased property values, opportunities to be closer to jobs and services with concurrent opportunities for reduced transportation costs, increased housing supply and variety, new programs to enhance homes' energy efficiency, decreased greenhouse gas emissions, preserved tree canopy, and opportunities for urban agriculture bringing local food options.

Some residents may be burdened by additional construction near their home, likely increases in property taxes, and potentially more occupied on-street parking.

There are existing income, race, and homeowner/renter disparities between neighborhoods that could be exacerbated by some of the agenda items. To avoid this, intentional examination of these possibilities must be included, as well as specific actions to prevent or reverse those disparities. Such examination could include public investment in specific housing types and infrastructure within areas that are currently lower-income, as well as provisions within new building regulations that provide flexibility or relief from certain requirements for lower-cost housing.

Neighborhood/Community Interests (if known):

The agenda items on the Committee's work program are typically of interest to all neighborhoods and the entire community.

Options:

1. Approve the proposed 2023 LUEC work program.
2. Amend the proposed 2023 LUEC work program and approve the amended version.
3. Do not approve the proposed 2023 LUEC work program and return to LUEC for further consideration.

Financial Impact:

Staff work on all items on the draft 2023 LUEC work program is included in the City's adopted 2023 budget. Policy decisions on individual work program items may have additional financial impacts that will be identified during LUEC consideration of those items.

Attachments:

Draft Land Use and Environment Committee 2023 Work Plan

| LAND USE AND ENVIRONMENT COMMITTEE 2023 WORK PLAN DRAFT | | |
|--|------------------------------|---|
| Meetings are the <u>fourth</u> Thursday of the month starting at 5:30 PM unless otherwise noted. | | |
| Agenda Item | Staff Responsible | Summary |
| January 19 | | |
| 1. Annual Code Enforcement Status Report* | Erik Jensen | Briefing |
| 2. SE Annexation Study | Tim Smith | Briefing |
| 3. LUEC 2023 Work Program* | Leonard Bauer | Recommendation |
| 4. | | |
| February 23 | | |
| 1. Solid Waste Plan Update | Ron Jones | Recommendation |
| 2. 2022 EDDS Update* | Steve Sperr | Recommendation |
| 3. | | |
| 4. | | |
| March 23 | | |
| 1. MFTE Feasibility Study Recommendations | Darian Lightfoot | Discussion |
| 2. Joint Plan Update | Joyce Phillips | Recommendation |
| 3. Martin Way Corridor Study | Sophie Stimson | Briefing |
| 4. | | |
| April 27 | | |
| 1. Update to Parking Requirements and Permit Process | Joyce Phillips/Leonard Bauer | Recommendation. May include EV Charging requirements. |
| 2. Building Codes Update | Erik Jensen | Recommendation |
| 3. Phase 2 housing study | Darian Lightfoot | Discussion. Potential scope of phase 2 study of housing options |
| 4. | | |
| May 25 | | |
| 1. Capital Mall Triangle Subarea Plan | David Ginther | Recommendation |
| 2. SE Annexation | Tim Smith | Recommendation |
| 3. Downtown Parking Enforcement | Max DeJarnatt | Briefing and Recommendation on proposed changes to implement Parking Strategy |
| 4. | | |
| June 22 | | |
| 1. Sidewalk Maintenance | Michelle Swanson | Briefing and Discussion |
| 2. Rental Housing Actions, Part 2 | Christa Lenssen | Discussion and potential recommendation. Additional |

| | | |
|--|----------------------------|---|
| | | rental housing actions, including rental housing registry and potentially actions from fair housing assessment |
| 3. General Facilities Charge – Low-Income Housing Discount | Rich Hoey/Darian Lightfoot | Discussion |
| 4. | | |
| July 27 | | |
| 1. Potential residential retrofit strategy | Pamela Braff/Ali Bailey | Briefing |
| 2. Home energy score disclosure program | Pamela Braff | Briefing |
| 3. Comp Plan Periodic Update | Joyce Phillips | Briefing on status of 2025 Periodic Update process |
| 4. | | |
| August 24 | | |
| 1. Review of potential barriers to agricultural uses | Leonard Bauer | Briefing. Partnership with Thurston Conservation District. |
| 2. Housing Metrics Update* | Max DeJarnatt | Briefing |
| 3. EDDS 2023 Update* | Steve Sperr | Recommendation |
| 4. | | |
| September 28 | | |
| 1. Climate Risk and Vulnerability Assessment | Pamela Braff | Briefing and discussion on next steps |
| 2. Greenhouse Gas Inventory and Carbon Wedge Analysis | Pamela Braff | Briefing and discussion |
| 3. | | |
| 4. | | |
| October 26 | | |
| 1. Comp Plan Periodic Update | Joyce Phillips | Briefing on status of 2025 Periodic Update process and housing displacement analysis |
| 2. Zoning changes to address housing | Joyce Phillips | Simplify zoning standards and process for SROs, townhouse, co-op, and cottage housing; removing restriction of one use per lot; other changes? Examine potential impacts on cost of construction. |
| 3. | | |
| 4. | | |
| November 16 | | |

| | | |
|---|------------------------|---|
| 1. Urban Forestry and Tree Canopy | Kym Foley/Pamela Braff | Update on progress related to tree canopy goals in Comp Plan and Regional Climate Plan |
| 2. Sea Level Rise Plan Implementation Update* | Susan Clark/Rich Hoey | Briefing |
| 3. | | |
| 4. | | |
| December 21 | | |
| 1. CPD 2024 Work Plan Update* | Tim Smith | Briefing |
| 2. LUEC 2024 Work Plan* | Leonard Bauer | Discussion |
| 3. | | |
| | | |
| To Be Scheduled | | |
| Neighborhood Centers Recommendations | ? | Discussion and Recommendation |
| Review of SEPA Categorical Exemptions | Nicole Floyd | Discussion of statutory options |
| Subdivision Code Amendments | Joyce Phillips | Update of OMC Title 17 |
| Downtown Creative District – Development Code Amendments | ? | Recommendation on potential zoning and development code amendments to implement Creative District |
| Broadband Access/Affordability | TBD/TRPC | Briefing on regional coordination efforts |
| Transfer of Development Rights Program | Leonard Bauer | Review and discussion of program |
| Design Requirements for Fire Prevention/Transition to RFA | Randy Haines | Depends on RFA outcome. |
| Moxlie/Indian Creek Outfall at East Bay | ? | Stabilization and also discuss watershed issues and contaminated properties |
| | | |
| | | |
| | | |

*=regular LUEC work program items each year



City Council

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Boulevard Nursery Contaminated Soil Stockpile Removal Project

Agenda Date: 1/31/2023
Agenda Item Number: 4.F
File Number:23-0077

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

Title

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Boulevard Nursery Contaminated Soil Stockpile Removal Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a grant agreement between the City of Olympia and the Washington State Department of Ecology for the Boulevard Nursery Contaminated Soil Stockpile Removal Project.

Report

Issue:

Whether to approve a Resolution approving a grant agreement between the City of Olympia and the Washington State Department of Ecology for the Boulevard Nursery Contaminated Soil Stockpile Removal Project.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Background and Analysis:

In 2021, the owner of 2021 Boulevard Rd received funds from the City of Olympia's EPA Brownfield grant to review the site and determine contamination. The soil on the site was determined to be contaminated due to plant nursery operations and organochlorine pesticide use over many years. This has prevented the site from being developed and stalled the lot from becoming a useful space for the

neighborhood.

In 2022, City staff partnered with a potential affordable housing developer to apply for a grant through the Department of Ecology and was awarded the funds to remediate the soil to allow for affordable housing development. The land has yet to be officially sold to the developer therefore the City has executed a Temporary License to Contract with the landowner to allow for the site to be cleaned and then immediately sold to the developer.

This site is on the Department of Ecology's priority list for remediation, and they are eager to see the lot cleaned and become a safe and healthy place for people to live. The goal of this project is to have the soil removed from the location and tested again for harmful chemicals and given the greenlight to develop. The site would then be processed through the Voluntary Cleanup Program and be awarded a "No Further Action" allowing for development and eventual contribution to the City's affordable housing stock.

Climate Analysis:

The remediation of the soil is a carbon emitting process that requires many trips of large vehicles to remove the soil. The site will then create many greenhouse gasses to develop the site into housing. Once occupied, the site will be a net contribution to the community providing dense housing and access to public transportation, all goals outlined in the Transportation and Land Use sections of the plan.

Equity Analysis:

Granting these funds is one step in the long process of creating affordable housing. This action shows the community and developers that the City is willing to remain creative when supporting affordable housing development. This potential developer is an average resident looking to make a difference in the community and was unable to apply for the Ecology grant without a backing organization. The City stepped in to help administer the funds and appeal to the state that this was a worthy project. The completion of this project is still several years out but the housing crisis needs all hands on deck to make an impact and this project is a great example of that as housing insecure residents are some of the most vulnerable in the community.

Neighborhood/Community Interests (if known):

This site is a .9-acre parcel on the east side of Olympia that is currently undevelopable for valuable neighborhood use due to the contamination. Once remediated, the site is intended to be developed into affordable housing serving adults with disabilities which is a high priority for the City and residents.

Options:

1. Approve the Resolution authorizing the grant agreement with the Department of Ecology to remediate the contaminated soil at 2021 Boulevard Rd
2. Approve the Resolution with amendments authorizing the grant agreement with the Department of Ecology to remediate the contaminated soil at 2021 Boulevard Road.
3. Take no action.

Financial Impact:

The Department of Ecology awarded the City of Olympia \$131,250 for a remediation project on 2021 Boulevard Rd. This project does not require a local match and includes 5% administrative allowance

of \$6,562 for project staff to charge time against. There are no other financial impacts included in this project.

Attachments:

Resolution

Agreement

Project Agreement

Remediation Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY (DOE) FOR THE BOULEVARD NURSERY CONTAMINATED SOIL STOCKPILE REMOVAL PROJECT

WHEREAS, the City of Olympia has been awarded a grant from the Department of Ecology to fund remediation of property located at 2021 Boulevard Road SE (the Property); the project funded by the grant is referred to as the Boulevard Nursery Contaminated Soil Stockpile Removal Project (the Project); and

WHEREAS, property located at 2021 Boulevard Road SE (the Property) formerly contained a plant nursery/greenhouse and is contaminated with organochlorine pesticides; the Property is in need of remediation of the contamination to facilitate re-development of the Property. Remediation of the contamination on the Property will also address possible threat to the health and safety of the public and will improve the environment for plants and animals;

WHEREAS, the Property has been identified as suitable for re-development as low-income housing, and City staff are working with individual, Daniel Stusser, who desires to purchase the Property and develop it into low-income housing. The City has entered into an agreement with Mr. Stusser by which the City and Mr. Stusser will cooperate toward the joint goal of developing the Property as low-income housing if and when the Project is satisfactorily completed. The City expects that Brian C. Barlow, the owner of the Property, to consider sale of the Property to Stusser to facilitate re-development of the Property into low-income housing;

WHEREAS, to address the possible threat to public health posed by the contamination on the Property, and to further the prospects that the Property could be re-developed as low-income housing, the City has been awarded a grant from the Department of Ecology (Agreement No. OTGP-2023-Olympi-00019) (the Grant) to fund the Project, which will consist of remediation of the contamination on the Property. At the conclusion of the Project on the Property, it is contemplated that the Department of Ecology will be able to issue a “No Further Action” determination, allowing re-development of the Property.

WHEREAS, the Property is owned by Brian C. Barlow. Mr. Barlow seeks remediation of the contamination on the Property and welcomes the City’s pursuit of the Project funded by the Grant. In an agreement with the City, Mr. Barlow has granted the City any and all rights, licenses, and permissions necessary for the City and its employees, agents, and contractors, and the Department of Ecology, to enter onto the Property for purposes of completing the Project;

WHEREAS, City staff have requested that the City Council approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council hereby approves the Grant Agreement between the City of Olympia and the Department of Ecology for the Boulevard Nursery Contaminated Soil Stockpile Removal Project and the terms and conditions contained therein.

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

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY



Agreement No. OTGP-2023-Olympi-00019

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF OLYMPIA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Olympia, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

| | |
|---|---|
| Project Title: | Boulevard Nursery Contaminated Soil Stockpile Removal Project |
| Total Cost: | \$131,250.00 |
| Total Eligible Cost: | \$131,250.00 |
| Ecology Share: | \$131,250.00 |
| Recipient Share: | \$0.00 |
| The Effective Date of this Agreement is: | 01/01/2023 |
| The Expiration Date of this Agreement is no later than: | 06/30/2023 |
| Project Type: | Ecology Grant |

Project Short Description:

RECIPIENT is seeking funding to support removal of contaminated soil from the subject Site located at 2021 Boulevard Road Southeast in Olympia, WA, a known organochlorine pesticides contaminated site (FSID #3749, CSID #223). The Site is being considered for redevelopment with affordable housing. Grant funds will support site cleanup activities.

Project Long Description:

The subject Site is located at 2021 Boulevard Road Southeast (FSID #3749, CSID #223), in a residential area in the eastern portion of Olympia.

The Site is a known organochlorine pesticides contaminated site due to the release of pesticides to soils during the operations as a nursery/greenhouse business from the 1950s until approximately 2008. Concentrations of pesticides,

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

specifically dieldrin, exceeding MTCA Method A/B Cleanup levels for Unrestricted Land Use have been reported adjacent to a soil stockpile on the western portion of the Site. The soil stockpile was reportedly created in the mid-2010s by scraping the topsoil from the Site after demolition of the on- Site structures. Samples collected from the rest of the Site had concentrations of pesticides below the applicable cleanup levels.

RECIPIENT will use grant funding to remove organochlorine pesticide contaminated soils on Site, including a stockpile and underlying soils beneath the stockpile, up to a proposed depth of twelve (12) inches below grade. Confirmational soil samples will then be collected from the excavation boundaries.

Overall Goal:

The overall goal is to complete a cleanup action at the Site in support of a No Further Action opinion through ECOLOGY's Voluntary Cleanup Program.

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

RECIPIENT INFORMATION

Organization Name: City of Olympia

Federal Tax ID: 91-6001261
UEI Number: YGAHKBHB8B43

Mailing Address: PO Box 1967
Olympia, WA 98507

Physical Address: 601 4th Ave East
Olympia, Washington 98501

Organization Email: echriste@ci.olympia.wa.us
Organization Fax: (360) 709-2797

Contacts

Agreement No: OTGP-2023-Olympi-00019

Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project

Recipient Name: City of Olympia

| | |
|-----------------------------|---|
| Project Manager | Darian Lightfoot Director of Housing and Homeless Response 601 4th Ave East Olympia, Washington 98501 Email: dlightfo@ci.olympia.wa.us Phone: (360) 753-8097 |
| Billing Contact | Meegan Crossan Accountant 601 4th Ave East Olympia, Washington 98501 Email: mcrossan@ci.olympia.wa.us Phone: (360) 753-8097 |
| Authorized Signatory | Steven J Burney City Manager 601 4th Ave East Olympia, Washington 98501 Email: jburney@ci.olympia.wa.us Phone: (360) 753-8097 |

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

| | |
|--------------------------|---|
| Project Manager | <div>Ali Furmall</div> <div>4601 N Monroe Street Spokane, Washington 99205-1295 Email: AFUR461@ecy.wa.gov Phone: (509) 655-0538</div> |
| Financial Manager | <div>Angela Harkins</div> <div>PO Box 47600 Olympia, Washington 98504-7600 Email: angh461@ecy.wa.gov Phone: (360) 407-7183</div> |

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Olympia

By: _____

By: _____

Barry Rogowski
Toxics Cleanup
Program Manager

Date

Steven J Burney
City Manager

Date

Template Approved to Form by
Attorney General's Office

Approved as to Form:

Michael M. Young
Deputy City Attorney

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$131,250.00

Task Title: Organochlorine Pesticides Soil Removal - J006

Task Description:

This task will consist of removing an organochlorine pesticides contaminated stockpile and underlying soils beneath the stockpile, up to a proposed depth of twelve (12) inches below grade on the western portion of the Site and collecting/analyzing confirmational soil samples to determine that remaining soils meet MTCA A/B Levels. Backfill is not needed, because the contaminated soil is above surrounding grade.

RECIPIENT will conduct the following:

- Draft and finalize an Interim Action Work Plan, including a Quality Assurance Project Plan (QAPP), for ECOLOGY's review and approval prior to conducting any field activities.
- Excavate approximately 500 tons of organochlorine pesticides contaminated soil and dispose at an appropriately licensed facility.
 - o Soil removal will include:
 - Removal of soil stockpile, and
 - Removal of underlying soils beneath stockpile up to twelve (12) inches below grade.
- Following contaminated soil removal, collect up to fifteen (15) confirmational soil samples from excavation margins.
 - o Confirmational soil Samples will be collected and analyzed for the following contaminants of potential concern (COPCs):
 - Organochlorine pesticides by EPA method 8081.
 - o One (1) duplicate confirmational soil sample will be collected.
- Draft and finalize an Interim Action Summary Report for ECOLOGY's review.

Task Goal Statement:

The goal of this task is to remove organochlorine pesticides contaminated soil from the Site and collect confirmational samples from the excavation margins.

Task Expected Outcome:

The expected outcome of this task is removal of the remaining organochlorine pesticides contaminated soils from the Site in support of requesting a No Further Action determination from Ecology's Voluntary Cleanup Action Program (VCP).

Agreement No: OTGP-2023-Olympi-00019

Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project

Recipient Name: City of Olympia

Recipient Task Coordinator: Darian Lightfoot**Organochlorine Pesticides Soil Removal - J006****Deliverables**

| Number | Description | Due Date |
|--------|--|------------|
| 1.1 | Draft Interim Action Work Plan (including QAPP) will be submitted for ECOLOGY review sixty (60) days following agreement execution. | |
| 1.2 | Final Interim Action Work Plan, including ECOLOGY's comments on the draft version, are due for ECOLOGY review fourteen (14) days following receipt of ECOLOGY's comments on draft version. | |
| 1.3 | Draft Interim Action Report is due for ECOLOGY review. | 05/15/2023 |
| 1.4 | Final Interim Action Report, including ECOLOGY's comments on the draft version. | 06/30/2023 |

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

BUDGET**Funding Distribution EG230204**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Account - TCFunding Type: Grant
Funding Effective Date: 01/01/2023Funding Expiration Date: 06/30/2023
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA) TCP

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| Model Toxics Control Operating Account - TCP | Task Total |
|---|---------------|
| Organochlorine Pesticides Soil Removal - J006 | \$ 131,250.00 |

Total: \$ 131,250.00

Funding Distribution Summary

Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|--|--------------------------|------------------------|----------------------|----------------------|
| Model Toxics Control Operating Account - TCP | 0.00 % | \$ 0.00 | \$ 131,250.00 | \$ 131,250.00 |
| Total | | \$ 0.00 | \$ 131,250.00 | \$ 131,250.00 |

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: OTGP-2023-Olympi-00019

Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project

Recipient Name: City of Olympia

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: OTGP-2023-Olympi-00019
Project Title: Boulevard Nursery Contaminated Soil Stockpile Removal Project
Recipient Name: City of Olympia

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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Recipient Name: City of Olympia

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Low-Income Housing Development Cooperation Agreement

This Low-Income Housing Development Cooperation Agreement is entered into on the date of last signature below (which is the “effective date”) by and between the City of Olympia, a Washington Municipal Corporation (“the City”) and Daniel Stusser, a single person (“Developer”).

Background

- Developer is in the process of acquiring property at 2021 Boulevard Road SE in Olympia, WA, parcel number 12824411300 (“the Property”).
- Developer wishes to develop the Property into low-income housing (“the Project”). The parties anticipate that Developer will create a formal project scope document within six months, which Developer will share with the City for review and approval. Once approved by the City, the project scope becomes a part of this Agreement.
- Developer reached out to the City, seeking the City’s support and assistance with his plan to develop the Property into low-income housing, specifically with assistance from the City in obtaining federal and state grant funding.
- Because Developer is not a qualifying organization, he is unable to apply for grant funding from the City’s Home Fund or many state and federal grants.
- The Property is currently very underutilized, so a project like the one proposed by Developer is a perfect match and can help meet the City’s housing development goals.
- To encourage Developer’s proposed development of the Project and the growth of the number of low-income housing units in Olympia, the City wishes to assist Developer with applications for federal and state grants, and with other funding opportunities.

Based on the foregoing, the City and Developer agree as follows:

Agreement

1. Developer’s creation of scope document. Developer shall, within six months of the effective date of this Agreement, create a formal project scope document, which must include a timeline for the Project, and share the document with the City for review and approval. Once approved by the City, the project scope document becomes a part of this Agreement.
2. Developer’s Development of the Project. Developer shall acquire the property and begin the Project, as outlined in the project scope document as approved by the City, in 2023. Developer shall develop the Property with maximum reasonable density of units, as allowed by law, and shall lease or sell units to persons earning below 80 percent of area median income (AMI).
3. City’s Assistance with Grant and Other Funding Acquisition. The City shall make reasonable efforts to assist Developer with acquiring grant funding, and other available funding, to fund part of the cost of completing the Project.
4. Duration of Agreement; Ratification. The term of this Agreement commences on the effective date and ends upon completion of the Project, unless earlier terminated as provided below.

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.

5. Termination. Failure to comply with any of the provisions of this Agreement constitutes material breach of contract and cause for termination. Time is of the essence in the performance of this Agreement.

If Developer fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available to it. In addition, the Liquidated Damages provision, below, applies.

- A. Termination for Cause. If Developer fails to comply with the terms and conditions of this Agreement, the City may terminate this Agreement in whole or in part, and shall notify Developer of the termination, the reasons for the termination, and the effective date of the termination, but the effective date may not be prior to notification to Developer.
 - B. Termination for Other Grounds. This Agreement may also be terminated in whole or in part by the mutual agreement of the parties, in which case the termination must be in writing, signed by both parties, and must include the conditions for termination, the effective date, and in the case of termination in part, that portion of the Agreement to be terminated.
6. Liquidated Damages for Developer's Breach. The Parties acknowledge that Developer's failure to acquire the Property and complete the Project, as described in the project scope document, within the timeline on the project scope document, will cause the City to incur losses, in the form of lost staff time and other resources, and foregone opportunities to provide assistance to others in furtherance of the City's low-income housing goals, in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by the City of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such failure, Developer agrees that liquidated damages may be assessed and recovered by the City as against Developer, in the event of Developer's failure to acquire the Property and develop the Project within the required timeline, without the City being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Developer is liable to the City for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for Developer's failure to meet its obligations under this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Developer shall pay them to the City without limiting City's right to terminate this Agreement for default as provided elsewhere in this Agreement.
7. Compliance with Laws. Developer, in performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances.
8. Changes and Modifications. Any amendment to this Agreement must be in writing and signed by both parties.
9. Non-Discrimination. In performing any act required by or related to this Agreement, Developer shall not unlawfully discriminate against any person based on any legally protected class status including, but not limited to: race, color, creed, religion, national origin, age, sex, marital status,

veteran status, gender identity, sexual orientation, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

10. Relationship of the Parties. The parties intend that an independent contractor relationship is created by this Agreement. Neither Developer nor any agent, employee, volunteer, or representative of Developer may be deemed to be an employee, agent, servant, or representative of the City for any purpose, and neither Developer nor any employees of Developer are entitled to any of the benefits City provides for City employees. Developer is solely and entirely responsible for Developer's acts and for the acts of Developer's agents, employees, servants, representatives, subcontractors, or otherwise during the performance of this Agreement.

No joint venture is created by this Agreement.

11. Hold Harmless/Indemnification. Developer shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of Developer in 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 Developer and the City, its officers, officials, employees, and volunteers, Developer's liability, including the duty and cost to defend, hereunder is only to the extent of Developer's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Developer'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 survive the expiration or termination of this Agreement.

12. Jurisdiction, Venue. This Agreement is made in and governed by laws of the State of Washington, both as to interpretation and performance. Any action arising out of or related to this Agreement must be instituted and maintained only in Thurston County, Washington, State Superior Court.

13. Severability.

- A. If any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions is not affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in conflict with any Washington statute, the conflicting provision must be deemed inoperative and null and void insofar as it may be in conflict, and must be deemed modified to conform to such statute.

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

CITY OF OLYMPIA

By: Richard T. Hoey
Rich Hoey
Interim Assistant City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: 01/20/2023

APPROVED AS TO FORM:

Michael M. Young
Deputy City Attorney

DEVELOPER

By: Daniel Stusser
Daniel Stusser
PO Box 4008
Olympia, WA 98501
360-259-5000
danny@stusser.com
Date of Signature: 01/20/2023



REMEDIATION AGREEMENT

| | |
|--------------------------|--------------------------------------|
| Project / Number: | 2021 Boulevard Road Remedial Cleanup |
| Site Address: | 2021 Boulevard Road SE |
| Parcel Number: | 12824411300 |
| Grantor(s): | Brian C. Barlow |
| Grantee(s): | City of Olympia |

Background:

Property located at 2021 Boulevard Road SE in Olympia, Thurston County Parcel no. 12824411300, depicted below (the Property), formerly contained a plant nursey/greenhouse and is contaminated with organochlorine pesticides; the Property is in need of remediation of the contamination to facilitate re-development of the Property. Remediation of the contamination on the Property will also address possible threat to the health and safety of the public and will improve the environment for plants and animals.

The Property has been identified as suitable for re-development as low-income housing, and the City of Olympia (the City) is working with another individual, Daniel Stusser, who desires to purchase the Property and develop it into low-income housing. The City expects that Brian C. Barlow, the owner of the Property, to consider sale of the Property to Stusser to facilitate re-development of the property into low-income housing.

To address the possible threat to public health posed by the contamination on the Property, and to further the prospects that the Property could be re-developed as low-income housing, City of Olympia has been awarded a grant from the Department of Ecology (Agreement No. OTGP-2023-Olympi-00019) (the Grant) to fund remediation of the contamination on the Property. For reference, a copy of the grant agreement between the Department of Ecology and the City is attached to this Agreement as Exhibit A.

The remediation project (the Remediation Project) funded by the Department of Ecology grant is expected to consist of removing an organochlorine pesticide contaminated stockpile and underlying soils beneath the stockpile, up to a proposed depth of 12 inches below grade on the western portion of the Property and collecting/analyzing confirmational soil samples to determine that remaining soils meet MTCA (Model Toxics Control Act) A/B Levels. Removal and disposal of 500 tons of material from the Property is expected. Backfill is not contemplated, because the contaminated soil is above surrounding grade. At the conclusion of the Project, it is contemplated that the Department of Ecology will be able to issue a "No Further Action" determination, allowing re-development of the Property.

The Property is owned by Brian C. Barlow, a single person (Grantor). Grantor seeks remediation of the contamination on the Property and welcomes the City's pursuit of the Remediation Project funded by the Grant. Grantor wishes to grant the City any and all rights, licenses, and permissions necessary for the City and its employees, agents, and contractors, and the Department of Ecology, and its employees, agents, and contractors, to enter onto the Property and remove such materials and make such inspections and conduct such testing as necessary to complete the Remediation Project.

Agreement:

Based on the foregoing background, Grantor and the City agree as follows:

Grantor, in consideration of the completion of the Remediation Project, hereby grants to the City a temporary license permitting the City, and its employees, agents, and contractors, and the Department of Ecology, and its employees, agents, and contractors, to enter over, under, upon, and across the Property for purposes of completing the Remediation Project, and to do any and all things deemed necessary by the City on the Property for purposes of completing the Remediation Project.

Grantor, in consideration of the completion of the Remediation Project, hereby further grants to the City and its employees, agents, and contractors, the right and permission to remove and dispose of any and all such material (including soils and other surface and sub-surface resources, whether contaminated or not) located on or in the Property as deemed necessary by the City to complete the Remediation Project.

The rights, licenses, and permissions granted to the City by Grantor in this Agreement commence upon the start of the Remediation Project (the Commencement Date) and continue for a term of one year or until completion of the Remediation Project, whichever occurs first.

Except for those times when the City, or its agents or contractors, are making use of the Property, Grantor may use and enjoy the Property, so long as such use does not interfere with completion of the Remediation Project

GRANTOR:

Brian Barlow
Brian C. Barlow

01/23/2023
Date

Accepted and Approved:

GRANTEE:

City of Olympia

Mark Russell
Mark Russell, P.E.
Olympia City Engineer

01/23/2023
Date

Approved as to Form:

Michael M. Young
Deputy City Attorney

01/23/2023
Date

Appendix A



Tax Parcel 12824411300 – 2021 Boulevard Road SE



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the City of Tumwater for Fire Training

Agenda Date: 1/31/2023
Agenda Item Number: 4.G
File Number: 23-0032

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the City of Tumwater for Fire Training

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Interlocal Agreement with the City of Tumwater for Fire Training and the use of the Mark Noble Regional Fire Training Center (MNRFTC).

Report

Issue:

Whether to approve a Resolution authorizing the Interlocal Agreement with the City of Tumwater for Fire Training and the use of the MNRFTC.

Staff Contact:

Toby Levens, Administrative Supervisor, 360.753.8431

Mike Buchanan, Interim Deputy Chief, 360.753.8459

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Olympia Fire Department has developed a high-performance training program and has built a state-of-the-art training complex, the MNRFTC. This training program and facility supports the department's firefighting effort through readiness and safety training of the fire department personnel, making them a more effective tool in the protection of the citizens of Olympia.

This level of performance has not gone unnoticed by the local fire service and is desired by other local jurisdictions for their firefighters. The fire department serving the City of Tumwater would like to continue participating in Olympia's training program and be able to use the Olympia facility. This new

agreement continues the training currently being provided for Tumwater via an expiring agreement. Along with the revenue received from Tumwater, the agreement defines the training program that Olympia will provide to Tumwater and Tumwater's access to the facility.

Climate Analysis:

The impacts of this agreement have been applied through the climate lens of the Climate Framework. Tumwater Fire Department's continued access to Olympia's training program and facility helps to reduce greenhouse gas in the four sectors by improving the knowledge, skills, and abilities of Tumwater's Firefighters. The same firefighters who respond as our city's mutual aid partners to significant emergency events within the City of Olympia. Safe and effective emergency response reduces the loss of life and property and indirectly supports the objectives of the Climate Framework.

Equity Analysis:

Tumwater Fire Department's continued access to Olympia's training program and facility does meet the intent of this initiative by supporting life safety and property conservation for all groups. Tumwater's Firefighters respond to our city to support and bolster our emergency response, helping to reduce loss of life and property. The universal protection of life and property is rooted in justness and inherently supports the Equity Framework's intent.

Neighborhood/Community Interests (if known):

Well trained Firefighters are of interest to the safety of all community members.

Options:

1. Approve the Resolution authorizing a the Interlocal Agreement with the City of Tumwater for Fire Training and the use of the MNRFTC. Accepting the Interlocal Agreement brings revenue to the City to offset costs at the MNRFTC and provides benefits to both Olympia and Tumwater in the fire service goal of providing well trained, safe, and effective firefighters for their communities.
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff. Not accepting this Interlocal Agreement eliminates the planned revenue that would have offset increases in the training program expenses.
3. Take another action.

Financial Impact:

The Interlocal Agreement defines revenue to the City of Olympia from the City of Tumwater for training and use of the MNRFTC (\$90,400 annually).

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE
CITY OF TUMWATER FOR TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE
REGIONAL FIRE TRAINING CENTER**

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

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

WHEREAS, the City of Olympia, through the Olympia Fire Department (OFD), and the City of Tumwater, through the Tumwater Fire Department (TFD), wish to enter into such an Interlocal Agreement, the purpose of which is to provide detail of fire training, including use of and payment for consumables, to the TFD at OFD's Mark Noble Regional Fire Training Center ("Training Center") located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in the Interlocal Agreement and any exhibits or attachments incorporated by reference;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and the City of Tumwater for Training Services at the City of Olympia Mark Noble Regional Fire Training Center, 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 Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor corrections or 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 _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE REGIONAL
TRAINING CENTER**

1. This agreement for training services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (TUMWATER”).

2. RECITALS.

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

2.2 **Agreements Authorized.** Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

2.4 **Purpose.** The purpose of this Agreement is to provide detail of fire training, including consumables, to the Tumwater Fire Department (“TFD”) at OLYMPIA’s Mark Noble Regional Fire Training Center (“Training Center”) located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in this Agreement and any exhibits or attachments incorporated by reference.

3. DEFINITIONS. In this Agreement, the following words shall have the meanings set forth below:

3.1 **Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the Training Center, which includes but is not limited to, setting curricula, scheduling classes, conducting evaluations of the effectiveness of the training programs, selecting training personnel, and determining performance and participation standards.

3.2 **Training Officers:** Employees from the OFD, or other agencies, designated by the Director of Training to perform certain tasks.

3.3 **Instructors:** Employees from the OFD, or other agencies, designated by the Director of Training to train and instruct firefighters, firefighter paramedics, and fire officers of their own or another department/district.

4. RESPONSIBILITIES OF TFD

4.1 **General.** In its use of the Training Center, TFD personnel shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix B.

4.2 **Annual Fee and Training Deliverables.** TFD shall pay to OFD a fee for nonexclusive access to and use of the Training Center (“Annual Fee”). The Annual Fee and list of training deliverables is set out in Appendix A to this Agreement. As noted in Appendix A, the annual fee may be increased upon agreement of both parties for the 2023 to 2024 period to compensate for increased operating cost to OFD. In the event this Agreement is effective for portions of a year, the annual fee shall be pro-rated accordingly.

4.3 **Consumables.** TUMWATER shall pay a set fee to OLYMPIA for the use of standard consumables (“Consumables Fee”), above those defined in the list of deliverables. Consumables include items such as propane, smoke fluid, sheetrock, OSB, and similar supplies. The Consumables included in the contract are detailed in Appendix A.

4.4 **Method of Payment.** OFD will produce twice yearly billing statements on June 1 and December 1 that will include Annual and Consumables fees, as well as any additional costs provided for under this Agreement for TFD’s use of the Training Center. TFD agrees to remit payment to the OFD within thirty (30) days of receipt of the OFD’s invoice.

5. POLICIES & PROCEDURES – COMPLIANCE WITH LAW

5.1 **Policies.** TFD shall comply with OFD’s Fire Training Center Rules & Regulations, Policies, and Procedures. These are subject to change at the discretion of OFD. Except when such advance notice is impractical or unreasonable, OFD shall give at least thirty (30) days’ advance posted written notice of any changes. Provided that, when training on or related to vehicles or equipment of TFD (e.g., water tender, crash rescue equipment), policies, procedures, or protocols of TFD shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law.** The Parties shall comply with all applicable federal, state, and local laws including, without limitation, all OLYMPIA codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification.** TUMWATER shall defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from and against any and all claims, suits,

actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of TFD's use of the Training Center or from any activity, work or thing done, permitted, or suffered by TFD in or about the Training Center, except only such injury or damage as is caused by the negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **No Indemnification for Joint TFD/OFD Training.** When OFD and TFD are training jointly at the Training Center, each party shall be responsible for its own defense of any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising out of such joint training.

6.4 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. INSURANCE

TUMWATER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Training Center.

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

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

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. **DISPUTE RESOLUTION**

9.1 **Informal.** The MNRFTC Director of Training, together with a TFD Chief, shall meet and attempt to resolve any matter of training, scheduling, personnel, financing, or any other dispute arising out of this Agreement. In the event that the parties fail to resolve the dispute, the Fire Chief of each Party shall meet and attempt to resolve any remaining issues. In the event the parties remain unable to reach agreement, the City Manager of the City of Olympia, who has ultimate authority over the Training Center and its activities, shall make a final decision on the dispute.

9.2 **Mediation.** Should TUMWATER disagree with the OLYMPIA City Manager's decision, TUMWATER may request mediation within thirty (30) days of the City Manager's decision. Upon agreement to mediate, the Parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. **GENERAL**

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

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

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

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

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

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

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: Training Agreement with City of Tumwater
PO Box 1967
Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
Re: Training Agreement with City of Olympia
555 Israel Rd. S.W.
Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

10.11 **Entire Agreement.** This Agreement and Appendix A set forth all terms and conditions agreed upon by the OLYMPIA and TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

11. RECORDS

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of

this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

11.3 **Training Records.** TFD shall be responsible for maintaining a contract with an agreed upon vendor in support of this Interlocal with City of Olympia. See Appendix A for detail of specific responsibilities of each agency.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect on 1/1/2023 or the date of the last authorizing signature affixed and proper recording hereto.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement shall continue until December 31, 2024.

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) year, neither OLYMPIA nor TUMWATER will be obligated to continue the Agreement after the end of the current calendar year, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

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13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

Approved as to Form:

Steven J. Burney, City Manager

Mark Barber

City Attorney

Date:_____

CITY OF TUMWATER

Approved as to Form:

Debbie Sullivan, Mayor

City Attorney

Date:_____

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: TUMWATER shall pay to OLYMPIA a flat rate annual **\$90,400** fee for specific fire training as detailed, nonexclusive access to the Training Center property for fire training as outlined in this Agreement, and certain Consumables. Fee may be increased upon agreement of both parties for the 2023 to 2024 period to compensate for increased operating cost to OFD.

(2) Scheduling: TFD is responsible for coordinating scheduling with OFD, so as to avoid any scheduling conflicts with other training. After the training schedule is set by OFD, communication to TFD Members regarding schedules and training content is the responsibility of TFD.

(3) Consumables: TUMWATER shall pay to OLYMPIA for consumables above and beyond those described in Training Deliverables, below. The fee included in the annual fee includes items such as, propane, smoke fluid, sheetrock, and the first 90 sheets of OSB.

(4) Training Deliverables:

Completion of this training meets:

- Washington Administrative Code 296-305
- NFPA requirements of 1403 “Standards on Live Fire Training Evolutions”

APPENDIX A (cont.)

Annually

| <i>Blue Card Command Training</i> | | <i>Discretionary Training</i> | | | |
|--|---|---|---|---|--|
| <i>Required on-line course not included within this contract</i> | <i>Train all TFD Officers in initial BC Certification Program AND; provide monthly command sim-training at CTC (last Thursday of month)</i> | | | <i>TFD and/or OFD instruction plus TFD self-directed training (first 90 sheets of OSB included)</i> | <i>TFD shall have access to full MNRFTC campus (as available) no less than 150 hours annually</i> |
| | | <i>Multi Company Operations Training</i> | | <i>Search and Rescue/May Day Ops/Truck Co. Operations</i> | |
| <i>Live Fire Training</i> | | <i>Fire Ground Survival</i> | | <i>Direct Delivery (includes sheetrock for prop)</i> | |
| <i>Direct Delivery (includes propane, ntg, and smoke fluid)</i> | <i>Members engaged in firefighting duties certified bi-annually</i> | | <i>Member engaged in firefighting certified bi-annually</i> | <i>Includes consumables as needed per discipline</i> | <i>TFD will be offered one slot for each of their three shifts at every CMT HOT event offered.</i> |

(6) TFD will ensure that:

- Responsible TFD members will provide personnel training rosters to OFD with all required information, for entry into records management software by OFD in a timely manner.
- Responsibility of quality control within the records management site and entered/archived data pertaining to TFD members remains with the Tumwater Fire Department and TFD Designated Training Officer.
- Assure that TFD members adhere to the rules & regulations for use of premises. (Appendix B)

(7) Attendance:

- Attendance at scheduled training is required. Absences will be counted as training hours.
- City of Olympia will not be liable for any issues arising from TFD members not completing on-line or hands on assigned training.

APPENDIX A (cont.)

(8) Specific Training/Curricula:

- Live Fire Training – Blue Card Simulations, and “The Nozzle Forward”
- Fire Ground Survival – Joint IAFF & IAFC copyrighted program.
- Other (discretionary) curricula, as approved by the Director of Training.

(9) Operational Contacts for OLYMPIA (in order of authority):

1. Olympia Training Officer (Initial Contact)

2. Director of Training for MNRFTC

3. Olympia Fire Chief

4. Olympia City Manager (Highest Authority)

APPENDIX B

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES Version September 2019

General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props.
- **Training Organizations are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;**
- Training Organizations shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- **The Training Organization understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time and Training Organization will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.**
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

Rules specific to classroom use:

- Occupancy is limited to (per OFD TRAINING OFFICER)
- Food and beverages are allowed at the trainer's discretion

For rules specific to live fire training, see the document entitled,

STRUCTURAL FIRE TRAINER ACTION PLAN (issued at time of live fire training event).

Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.

Reservations & Fees:

- Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").
- TFD and OFD has agreed to allow Tumwater Police Department to utilize up to 36 hours of TFD's training time annually.

Cancellation:

- Should the Training Organization wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. The Training Organization recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should the Training Organization cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**



City Council

Approval of a Resolution Authorizing an Amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute

Agenda Date: 1/31/2023
Agenda Item Number: 4.H
File Number: 23-0106

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

Title

Approval of a Resolution Authorizing an Amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute.

Report

Issue:

Whether to approve a Resolution authorizing an amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute.

Staff Contact:

Rich Hoey, P.E., Interim Assistant City Manager, 360.753.8227

Darian Lightfoot, Director of Housing and Homeless Response, 360.753.8033

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Plum Street Village is a 29-unit tiny home village that provides critical shelter and support services for unhoused individuals in our community. Since its inception in February 2019, the City has contracted with the Low Income Housing Institute (LIHI) for on-going management and operation of Plum Street Village. Through a funding agreement with the City, LIHI provides 24/7 staffing of Plum Street Village, including case management services for residents.

In December 2022, City Council extended the funding agreement with LIHI to continue on-going operations at Plum Street Village through the end of 2023. The City also has a companion property lease agreement with LIHI for the Plum Street Village property. That lease agreement expires at the end of January 2023. This amendment to the property lease agreement would extend the lease term to the end of 2023, consistent with the funding agreement.

Climate Analysis:

While this property lease agreement will not directly impact current greenhouse gas emissions at Plum Street Village, there may be additional opportunities to pursue renewable energy and energy efficiency at the site. Staff intends to look at ways to link Plum Street Village into upcoming climate program offerings.

Equity Analysis:

The extension of the property lease agreement supports continued operation of Plum Street Village, benefiting those that are unhoused in the community as well as the broader community at large. To support equity in the placement of individuals at Plum Street Village, the City requires LIHI to coordinate with referring agencies through Thurston County Coordinated Entry.

To address potential impacts on neighboring properties, the City also requires LIHI to convene a Community Advisory Committee (CAC) of neighboring property owners, faith-based organizations, service providers and businesses. The CAC is required to meet bi-monthly to maintain communications and provide feedback on the on-going operation of the village.

Neighborhood/Community Interests (if known):

There is significant community interest in the City's homeless response efforts. As discussed above, LIHI is required to hold Community Advisory Committee (CAC) meetings to gain input and feedback from the community. The City also participates in the CAC meetings.

Options:

1. Approve the Resolution Authorizing the Amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute.
2. Do Not Approve the Resolution Authorizing the Amendment to the Plum Street Village Property Lease Agreement with the Low Income Housing Institute. This option would be inconsistent with the recently approved funding agreement.
3. Request Modification of the Property Lease Agreement. The current lease agreement expires at the end of January which would require a short-term, temporary extension of the agreement while potential changes are negotiated.

Financial Impact:

The City of Olympia leases the property to LIHI for an annual cost of One Dollar (\$1) per year due to the public benefit of sheltering unhoused individuals on the property.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AMENDMENT NO. 3 TO THE LEASE AGREEMENT BETWEEN THE CITY
OF OLYMPIA AND THE LOW INCOME HOUSING INSTITUTE FOR A TINY HOUSE
VILLAGE AT PLUM STREET**

WHEREAS, the City continues to work to find solutions that will assist in alleviating the homeless crisis in Olympia; and

WHEREAS, the Low Income Housing Institute (LIHI) is a non-profit entity with experience in assisting those who are homeless by establishing tiny house villages as transitional housing and connecting residents with essential services to allow them the best chance of success in transitioning to permanent housing; and

WHEREAS, the City owns real property located at Plum Street and Union Avenue (the Property) in Olympia that has demonstrated its suitability for use as a tiny house village to provide temporary housing for homeless persons, including a community kitchen, meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management services for the temporary residents of the tiny house village; and

WHEREAS, on June 3, 2020, Lessor and Lessee entered into a Lease Agreement (“Lease”); and

WHEREAS, the term of the Lease was to run until January 31, 2021, with rent of One and 00/100 Dollar (\$1.00) per year; and

WHEREAS, the Lease also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of Lessor and Lessee, and that modification of its terms need to be in writing and signed by both parties; and

WHEREAS, lessor and Lessee amended the lease to extend its term on January 13, 2022, to expire on January 31, 2023; and

WHEREAS, lessor and Lessee desire to extend the lease for an additional year and update the contract management section to reflect staff changes;

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

1. The Olympia City Council hereby approves the form of Amendment No. 3 to the Lease Agreement between the City and LIHI for continued use of the Property as a tiny house village in Olympia and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia Amendment No. 3 to the Lease 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 _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

AMENDMENT NO. 3
LEASE AGREEMENT WITH
LOW INCOME HOUSING INSTITUTE (LIHI) FOR PLUM STREET VILLAGE

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “Lessor”), and **LOW INCOME HOUSING INSTITUTE**, a Washington non-profit corporation, also commonly known as LIHI (the “Lessee”).

RECITALS

1. On June 3, 2020, Lessor and Lessee entered into a Lease Agreement (“Lease”).
2. The term of the Lease was to run until January 31, 2021, with rent of One and 00/100 Dollar (\$1.00) per year.
3. The Lease also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of Lessor and Lessee, and that modification of its terms need to be in writing and signed by both parties.
4. Lessor and Lessee amended the lease to extend its term on January 13, 2022, to expire on January 31, 2023.
5. Lessor and Lessee desire to extend the lease for an additional year and update the contract management section to reflect staff changes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 3 of the Lease, TERM, is hereby amended to read as follows:
 3. Term. The term of this Lease shall be until ~~January~~ December 31, 2023, and may be renewed for an additional term upon mutual agreement of the Parties, subject to the terms herein and any modifications or amendments. In the event Lessee ceases to use the Property for the purpose stated herein, the tenancy shall automatically terminate without further notice and the Lessee shall be required to vacate the property. Lessor may terminate this Lease with sixty (60) days written notice to Lessee, with or without cause.
2. Section 12 of the Lease, CONTRACT MANAGER, is hereby amended to read as follows:
 12. Contract Manager. For routine issues of contract management such as insurance, invoices, and issues related to routine management of this Lease, please contact:

Lessor's Manager: Darian Lightfoot
Director of Housing and Homeless Response
City of Olympia
601 4th Ave. E, Olympia, WA 98507
dlightfo@ci.olympia.wa.us
Office: 360.753-8033
Cell: 360.280.8951 (preferred)
Keith Stahley, Assistant City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
(360) 753-8227
Email: kstahley@ci.olympia.wa.us

Lessee's Manager: Lynne Behar, Chief Financial Officer
Low Income Housing Institute
lynneb@lihi.org
206-957-8023

Sharon Lee, Executive Director
Low Income Housing Institute
2407 1st Avenue
Seattle, WA 98121
(206)571-5730
Email: sharonl@lihi.org

3. All remaining provisions of the Lease dated June 3, 2020, and the amendment entered into on January 13, 2022 and not here amended or supplemented shall remain as written in said Lease and shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this **Amendment No. 3** of the Lease as of the date and year written above.

CITY OF OLYMPIA

LOW INCOME HOUSING INSTITUTE

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

By: _____
Sharon Lee, Executive Director
sharonl@lihi.org

Date of Signature: _____

Date of Signature: _____

APPROVED AS TO FORM:


Annaliese Harksen, Deputy City Attorney



City Council

Approval of a Resolution Authorizing an Interlocal with the State of Washington Department of Enterprise Services for Street Sweeping Services

Agenda Date: 1/31/2023
Agenda Item Number: 4.I
File Number: 23-0108

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

Title

Approval of a Resolution Authorizing an Interlocal with the State of Washington Department of Enterprise Services for Street Sweeping Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services for street sweeping services at the Capital Campus.

Report

Issue:

Whether to approve an Interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services for street sweeping services.

Staff Contact:

Jesse Barham, Interim Water Resources Director, Public Works Department, 360.753.8164

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

This agreement allows the City to provide street and parking sweeping services to the State Department of Enterprise Services (DES). DES does not currently have the capacity and equipment to perform this function and prefers a partnership with the City to provide these services. Per the scope of services, the City would sweep the streets and parking areas at the Capital Campus and Deschutes Parkway between the 5th Avenue bridge and the "Welcome to the City of Tumwater" sign. The City has performed these services for DES in the past under an expiring agreement.

The City will invoice DES for these services based on an hourly rate as defined in the agreement. The agreement is valid for one year.

Climate Analysis:

The proposed Interlocal Agreement does not have a direct effect on greenhouse gas emissions. It may benefit alternative transportation modes along Deschutes Parkway and Capitol Campus roadways by making bike lanes cleaner, user friendly and safer.

Equity Analysis:

Washington state taxpayers benefit from an efficient use of existing City staff and equipment. Capital Campus and Deschutes Parkway pedestrians and bicyclists benefit from cleaner streets and safer bike facilities. Sweeping these facilities will also reduce pollutant inputs into Capitol Lake and Budd Inlet improving water quality. This will benefit local salmon populations and tribal fisherman that rely on healthy salmon runs.

Neighborhood/Community Interests (if known):

Collaboration with the State as the capital city is supported by the community.

Options:

1. Approve a Resolution authorizing an Interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services for street sweeping services at the Capital Campus. The City will continue to assist DES with their street sweeping needs.
2. Modify the Interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services for street sweeping services. This will require the partners to reconsider interlocal agreement language which will delay street sweeping on DES sites by the City.
3. Do not approve the Interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services for street sweeping services. DES would need to find another mechanism to sweep transportation facilities within Olympia.

Financial Impact:

The City will charge DES an hourly rate for City staff time and equipment for services rendered. The City street sweeping program is funded by the stormwater utility.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA, AND THE STATE OF
WASHINGTON, DEPARTMENT OF ENTERPRISE SERVICES FOR STREET SWEEPING SERVICES**

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

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

WHEREAS, the purpose of this Agreement is to allow OLYMPIA (CITY) to provide street and parking area sweeping services (Services) to the State of Washington Department of Enterprise Services (DES); and

WHEREAS, DES does not currently have sufficient resources or equipment to perform the Services and desires to have them performed by the CITY; and

WHEREAS the CITY currently maintains appropriate equipment and sufficient personnel to perform the Services and agrees to do so under the terms and conditions outlined in this Agreement.

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and DES for the purpose of allowing the City to provide street and parking area sweeping services and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute the Interlocal Agreement on behalf of the City of Olympia, 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

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE STATE OF WASHINGTON,
DEPARTMENT OF ENTERPRISE SERVICES
FOR
STREET SWEEPING SERVICES**

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

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the State of Washington, Department of Enterprise Services (DES) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA to provide street and parking area sweeping services (Services) to the State of Washington Department of Enterprise Services (DES). DES does not currently have sufficient resources or equipment to perform the Services and desires to have them performed by the CITY. The CITY currently maintains appropriate equipment and sufficient personnel to perform the Services and agrees to do so under the terms and conditions outlined in this Agreement.

II. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

1. Sweeping Services. The CITY agrees to sweep those streets and parking areas at the Capitol Campus shown in Exhibit "A," and Deschutes Parkway between the 5th Avenue dam and the "Welcome to the City of Tumwater," sign shown in Exhibit "B," at the request of DES.
2. Schedule. DES shall request Services in writing to the CITY on an as needed basis. DES shall provide at least six (6) business days advance notice to the CITY of the

need for Services. The CITY will typically perform the Services on Saturdays beginning at 6:00 a.m. DES understands that CITY work has priority over Services to DES. The CITY will make every effort to adhere to the requested dates of Services by DES, however, the CITY reserves the right to adjust any Services date due to the unavailability of CITY resources.

B. Responsibilities of DES shall be as follows:

1. **Sweeper Spoils Disposal.** DES agrees to provide a location for disposal of sweeper spoils. DES assumes all responsibility and liability for the content of the spoils, their storage location, and their ultimate disposal in accordance with applicable laws.
2. **DES Contact.** DES shall provide the CITY with advance notice of the person or person(s) authorized by DES to request Services of the CITY.

III. Rates for Service

Rates shall be as established in Exhibit "C". These rates may be amended on a yearly basis. The process for amendment shall be by written annual letter of notification from the CITY to DES no later than October 1st of each year and signed by each party, in accordance with the terms of this Agreement.

V. Method of Payment

A. The CITY will charge DES for Services performed by the CITY at the hourly rate established in Exhibit "C" plus any other charges authorized in this Agreement. The CITY will invoice DES monthly for Services performed during the prior month.

B. DES shall pay the CITY for Services performed within thirty (30) days of receipt of a CITY invoice.

VI. Indemnification & Insurance

The DES and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

VII. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VIII. Amendments/Term Extensions

Each party hereby delegates authority to those staff members who hold the positions designated in this section to authorize amendments to Exhibits "A," "B," and "C" as necessary for the proper administration of the program, so long as each amendment is in written form, signed by the authorized party for each entity, dated, and properly recorded or otherwise posted in compliance with RCW 39.34.040. With the exception of the authority listed Sections IV. and V., all other amendments to this Agreement shall be in writing and authorized by each party's respective governing authority prior to implementation.

IX. Duration of Agreement

This Agreement shall be effective from the date of the last authorizing signature affixed hereto, after proper recording as indicated in Section X., until December 31, 2023, unless otherwise terminated or extended in the manner described in this Agreement. This Agreement may be extended for additional terms upon the mutual written agreement of the CITY's Director of Water Resources and DES. This Agreement may be extended for additional terms upon the mutual written agreement of the CITY's Director of Water Resources and DES.

X. Termination of Agreement

A. This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement.

XI. Entire Agreement

This Agreement, along with the Exhibits "A" and "B," sets forth all terms and conditions agreed upon by OLYMPIA and DES, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XII. Counterparts

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

XIII. Posting or Recording

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

XIV. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XV. Notice/Contract Representative

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Marcus Goodman, Wastewater/Storm and Surface Water Operations Supervisor

Re: Interlocal Agreement with DES

PO Box 1967

Olympia, WA 98507-1967

mgoodman@ci.olympia.wa.us / 360.570-58381.

DEPARTMENT OF ENTERPRISE SERVICES

Attn: Chris Simpson, Maintenance and Repair Superintendent

Re: Interlocal Agreement with DES

P.O. Box 41004

Olympia, WA 98504-1019

Chris.Simpson@des.wa.gov, (360) 701-8865

XIV. Records

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVI. Effective Date

Once signed, this Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

CITY OF OLYMPIA

**DEPARTMENT OF ENTERPRISE
SERVICES**

Steven J. Burney, City Manager

Chris Simpson
Chris Simpson, M&R Superintendent
Buildings and Grounds
Dept. of Enterprise Services

Date: _____

Date: 01/09/2023

Approved as to form:

[Signature]
Deputy City Attorney

EXHIBIT "A"
CAPITOL CAMPUS SWEEPING AREAS
(Sweeping Areas Highlighted in Blue)

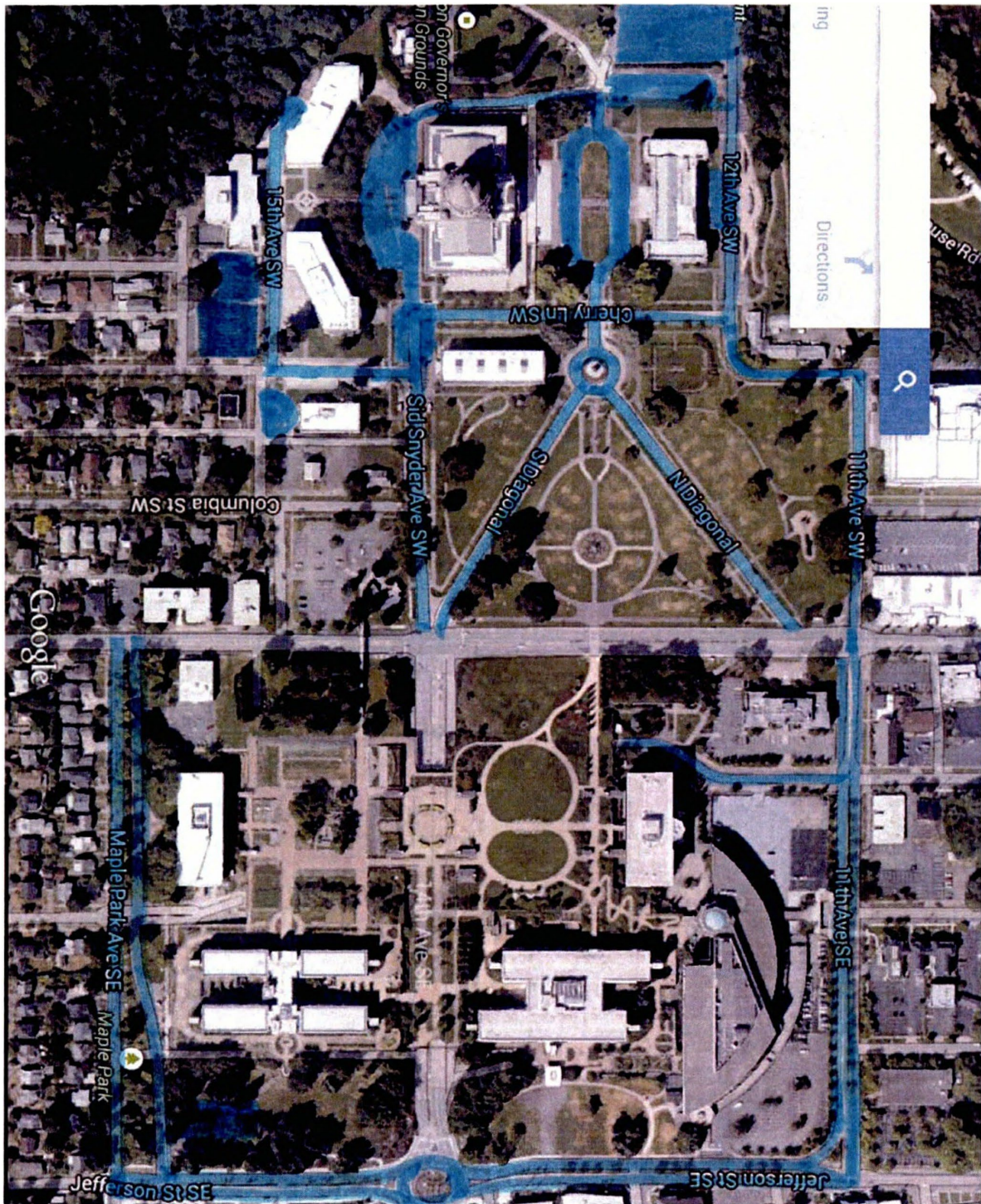


EXHIBIT “B”
DESCHUTES PARKWAY BETWEEN THE 5TH AVENUE DAM AND THE
“WELCOME TO THE CITY OF TUMWATER,” SIGN SWEEPING AREAS
(Sweeping Areas Highlighted in Red)

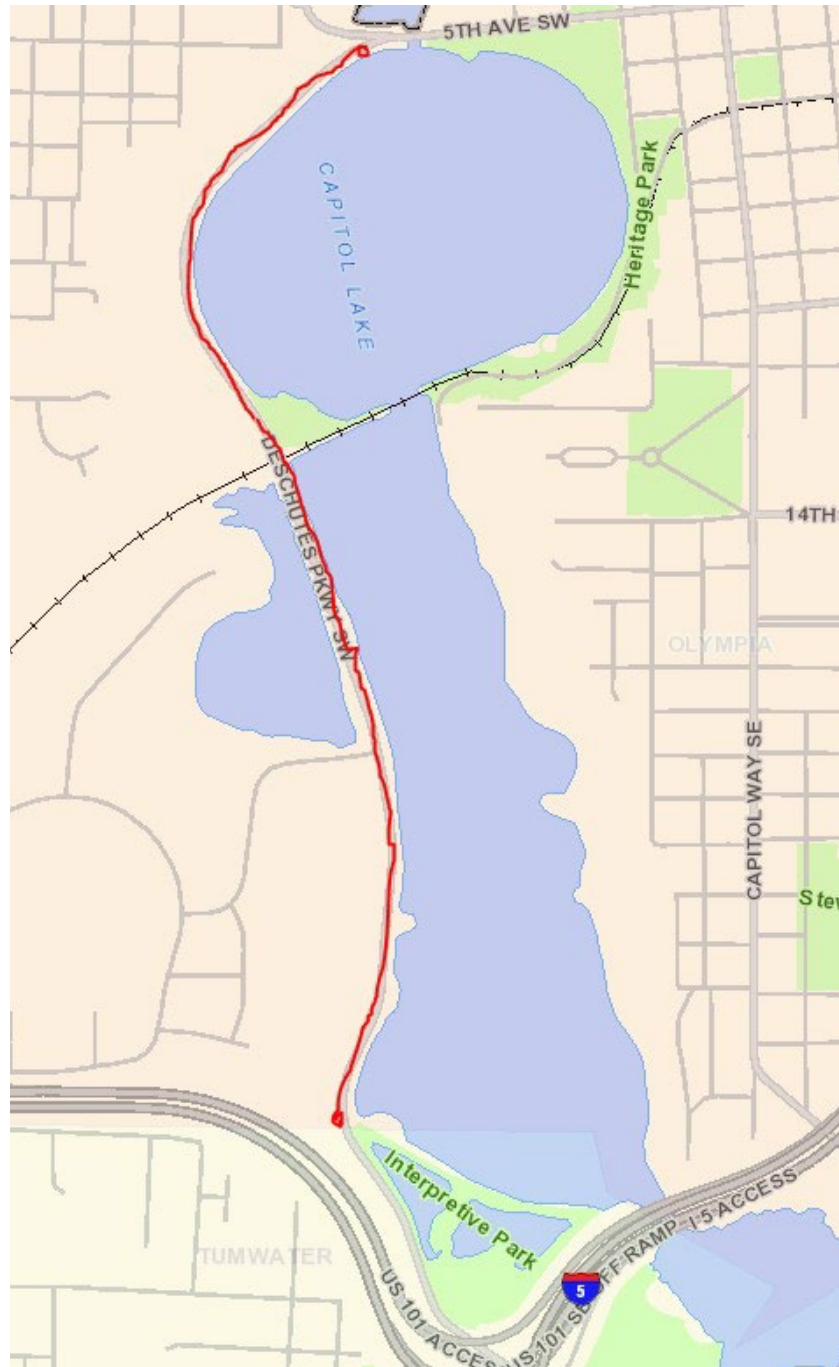


EXHIBIT "C"
SWEEPING RATES FOR THE YEAR: 2023

Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually and provided to DES no later than October 1st of each calendar year as follows:

| | |
|---|--------------|
| Sweeping Rate: includes overtime labor rate, benefits, equipment rate, and administrative overhead. | \$198.30/Hr. |
|---|--------------|

Each sweeping is expected to take 6-8 hours, depending upon the level of debris and associated trips for disposal. The CITY will bill actual time.



City Council

Approval of a Resolution Authorizing an Agreement Between the Cities of Olympia, Lacey and Tumwater for Transfer of Assets Related to the Brewery Wellfield

Agenda Date: 1/31/2023
Agenda Item Number: 4.J
File Number: 23-0109

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

Title

Approval of a Resolution Authorizing an Agreement Between the Cities of Olympia, Lacey and Tumwater for Transfer of Assets Related to the Brewery Wellfield

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Memorandum of Agreement between the Cities of Olympia, Lacey and Tumwater for transfer of assets related to the Brewery Wellfield and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve a Memorandum of Agreement between the Cities of Olympia, Lacey and Tumwater for transfer of assets related to the Brewery Wellfield.

Staff Contact:

Susan Clark, Interim Drinking Water Utility Director, Public Works Department, 360.753.8321

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Initial Brewery Water Rights Interlocal Agreement

In 2009, the Cities of Olympia, Lacey and Tumwater (the partners), jointly acquired water rights, land, and physical infrastructure to support the development of the Brewery Wellfield as a source of water supply.

Under the initial Brewery Water Rights Interlocal Agreement (executed in March 2006), each partner

has a right to one-third of the aggregate water rights' instantaneous rate and annual volume. This initial agreement does not contain provisions to allow one, or more, partner or partners to transfer its ownership interests to another partner or partners in the event water source or other considerations change.

Over the last decade, the partners have worked together to evaluate the existing Brewery Wellfield infrastructure and to develop the resource management strategies necessary for the future production and distribution of the water rights acquired from the former Olympia Brewery.

Proposed Memorandum of Agreement

Since 2009, each partner has continued to evaluate its individual source of supply needs. As each partner's source of supply needs vary, so do priorities for investment in source development which could require flexibility related to the jointly owned Brewery Wellfield that does not exist under the Initial Brewery Water Rights Interlocal Agreement.

As each partner continues to consider its individual future supply and investment choices, this Memorandum of Agreement provides a framework to transfer ownership interest within the partnership to another partner or partners, including any physical assets and liabilities, land and water rights.

The Memorandum of Agreement also provides for the reimbursement of costs incurred by the City of Tumwater on behalf of the partnership for consulting services and stormwater fees on jointly held properties.

Olympia's Source of Supply Needs

The following City of Olympia Comprehensive Plan Policy and Drinking Water Utility Water Supply Reliability Level of Service guide water source decisions:

- Reserve water supply rights for at least 50 years in advance of needs, so that supplies can be protected from contamination, and they are not committed to lower priority uses. (PU 5.1)
- The Utility will meet winter demands (inside water use only) with the loss of the largest water source. (Reliability Level of Service)

As a component of the Draft 2021 City of Olympia Water System Plan (WSP) currently under review by the Washington State Department of Health, the Drinking Water Utility conducted a water source analysis, including analyzing current and future sources against the above policy and level of service. The result of this review is as follows:

- The Drinking Water Utility has an excess of "on-paper" water rights at year 2070, based on today's water demand forecast.
- Current water sources, including the undeveloped Briggs water rights, are insufficient to meet winter demands at year 2070, based on today's water demand forecast with the entire McAllister Wellfield source unavailable and with the Brewery Wellfield undeveloped. (Note: Current water sources, including the undeveloped Briggs water rights, become insufficient to meet winter demands with the entire McAllister Wellfield unavailable after year 2040.)

Because the Brewery Wellfield supports the Drinking Water Utility's intent to secure a 50-year supply of water and helps to provide additional system reliability due to its location, the Draft WSP continues to include the development of the Brewery Wellfield as a future source of supply to meet future demands.

Climate Analysis:

The proposed Memorandum of Agreement does not have a direct effect on greenhouse gas emissions. As development of the Brewery Wellfield occurs, requiring high efficiency pumps, the use of green energy to operate Wellfield infrastructure and continuing to emphasize the efficient use of water by customers could be considered.

Equity Analysis:

When developed, the Brewery Wellfield will provide an additional source of water (a benefit) to the City of Olympia's Drinking Water Utility customers consistent with City water supply policies and paid for by a combination of current and future customers (a burden).

The proposed Memorandum of Agreement provides flexibility to the City of Olympia and its partners to transfer ownership interest within the partnership to another partner or partners should any partner choose to do so. This flexibility allows the City of Olympia to continue to analyze its water supplies against its demands and financial constraints and to make cost-effective decisions for its customers.

Neighborhood/Community Interests (if known):

Current City of Olympia policies support the long-term preservation of water resources.

Options:

1. Approve a Resolution authorizing an Agreement between the Cities of Olympia, Lacey and Tumwater for transfer of assets related to the Brewery Wellfield and authorize the City Manager to sign the agreement. Brewery Wellfield development will continue with flexibility in ownership interests by the partners.
2. Modify the Agreement between the Cities of Olympia, Lacey and Tumwater for transfer of assets related to the Brewery Wellfield. This will require the partners to reconsider the terms of the Agreement and will delay a partner or partners from taking advantage of the flexibility allowed under the Memorandum of Agreement.
3. Do not approve the Agreement between the Cities of Olympia, Lacey and Tumwater for transfer of assets related to the Brewery Wellfield. This will require the partners to reconsider the terms of the Memorandum of Agreement and may hinder Brewery Wellfield development.

Financial Impact:

Under the proposed Memorandum of Agreement, the Drinking Water Utility agrees to reimburse the City of Tumwater for consulting services (\$19,000) and stormwater fees associated with the jointly owned property (\$23,082.53) for a total of \$42,082.53 due to the City of Tumwater.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF OLYMPIA,
LACEY, AND TUMWATER FOR TRANSFER OF ASSETS RELATED TO THE BREWERY
WELLFIELD**

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

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

WHEREAS, the cities Olympia, Lacey, and Tumwater (herein collectively "Cities") each operate a water utility to provide water for municipal use and consumption for residential and nonresidential needs within their respective water service areas; and

WHEREAS, under a prior interlocal agreement signed in March 2006 the Cities jointly worked to condemn, purchase, and transfer to their joint ownership certain water rights, wells, water system appurtenances, and land formerly belonging to the Olympia Brewery (currently Thurston County Tax Parcel Nos. 09470019001, 09470045001, and 09470003001), and in that interlocal agreement the Cities agreed to develop additional agreements to evaluate and develop a water supply at the site; and

WHEREAS, in 2009 the Cities successfully transferred 6,515 gallons per minute and 2,283.53 acre-feet per year of water rights formerly owned by the Olympia Brewery to their joint ownership, with each City having a right to one-third of the aggregate water rights instantaneous rate and annual volume, the water rights being held by the Cities jointly owned, which total 6,515 gallons per minute and 2,283.53 acre-feet per year. This amount of water right is the aggregate of transfers: THUR-08-02 (Ground Water Certificate (GWC) 785-D and Certificate of Change 621), THUR-08-03 (GWC 784-D and Certificate of Change 622), THUR-08-04 (GWC 34-A and Certificate of Change 620), THUR-08-05 (GWC 453-A and Certificate of Change 623), THUR-08-06 (GWC 4587-A), THUR-08-07 (G2-01073C), THUR-08-08 (G2-01072C), THUR-08-09 (G2-20844C), and THUR-08-11 (G2-26058C). In addition to the water rights, the Cities also purchased, and jointly own, wells, water system appurtenances and land formerly owned by the Olympia Brewery; and

WHEREAS, each City owns an undivided one-third share of the Brewery Wellfield water rights, wells, water system appurtenances. This ownership includes not only assets, but also liabilities; and

WHEREAS, the Cities previously reached agreement to allow the City of Tumwater to construct a stormwater facility on one of the jointly owned parcels (Thurston County Parcel No. 09470003001) and decommission Well Nos. 16 and 17 as well as a valve vault. The Cities agreed that the City of Tumwater would decommission those wells at its own expense in exchange for the easement from the other Cities to construct the stormwater facility on the property; and

WHEREAS, it is the intention of the Cities that the Olympia Brewery water rights be used for municipal water supply to meet the needs of one or more of the Cities, within the Cities' water service areas, to the full extent of the water rights; and

WHEREAS, some Cities have identified future development scenarios through joint and independent planning efforts that outline more efficient and cost-effective water production alternatives than the use of the Olympia Brewery water rights; and

WHEREAS, the Cities intend to define and implement a process that allows for one partner to permanently transfer its Brewery Wellfield water rights and other related assets and liabilities to one or more of the Cities; and

WHEREAS, the Cities need to move forward and show due diligence on re-perfecting the water rights, consistent with the extended water right change authorization development schedule, which requires completion of construction by April 1, 2041, and full beneficial use for municipal supply of both the water rights' instantaneous rate and annual volume by April 1, 2046;

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

1. The Olympia City Council hereby approves the form of Memorandum of Agreement between the Cities of Olympia, Lacey, and Tumwater, 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 Memorandum of 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 _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

**MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF OLYMPIA,
LACEY, AND TUMWATER FOR TRANSFER OF ASSETS RELATED TO THE
BREWERY WELLFIELD**

This Memorandum of Agreement (MOA) is entered into in triplicate by and between the City of Olympia, a Washington non-charter code city, the City of Tumwater, a Washington non-charter code city, and the City of Lacey, a Washington non-charter code city. The three cities are Washington municipal corporations and are referred to herein collectively as the “Cities”.

RECITALS

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

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

WHEREAS, the Cities each operate a water utility to provide water for municipal use and consumption for residential and nonresidential needs within their water service areas; and

WHEREAS, under a prior interlocal agreement signed in March 2006 the Cities jointly worked to condemn, purchase, and transfer to their joint ownership certain water rights, wells, water system appurtenances, and land formerly belonging to the Olympia Brewery (Currently Thurston County Tax Parcel Nos. 09470019001, 09470045001, and 09470003001), and in that interlocal agreement the Cities agreed to develop additional agreements to evaluate and develop a water supply at the site; and

WHEREAS, in 2009 the Cities successfully transferred 6,515 gallons per minute and 2,283.53 acre-feet per year of water rights formerly owned by the Olympia Brewery to their joint ownership, with each City having a right to one-third of the aggregate water rights instantaneous rate and annual volume, the water rights being held by the Cities jointly owned, which total 6,515 gallons per minute and 2,283.53 acre-feet per year. This amount of water right is the aggregate of transfers: THUR-08-02 (Ground Water Certificate (GWC) 785-D and Certificate of Change 621), THUR-08-03 (GWC 784-D and Certificate of Change 622), THUR-08-04 (GWC 34-A and Certificate of Change 620), THUR-08-05 (GWC 453-A and Certificate of Change 623), THUR-08-06 (GWC 4587-A), THUR-08-

07 (G2-01073C), THUR-08-08 (G2-01072C), THUR-08-09 (G2-20844C), and THUR-08-11 (G2-26058C). In addition to the water rights, the Cities also purchased, and jointly own, wells, water system appurtenances and land formerly owned by the Olympia Brewery; and

WHEREAS, each City owns an undivided one-third share of the Brewery Wellfield water rights, wells, water system appurtenances. This ownership includes not only assets, but also liabilities; and

WHEREAS, the Cities previously reached agreement to allow the City of Tumwater to construct a stormwater facility on one of the jointly owned parcels (Thurston County Parcel No. 09470003001) and decommission Well Nos. 16 and 17 as well as a valve vault. The Cities agreed that the City of Tumwater would decommission those wells at its own expense in exchange for the easement from the other Cities to construct the stormwater facility on the property; and

WHEREAS, it is the intention of the Cities that the Olympia Brewery water rights be used for municipal water supply to meet the needs of one or more of the Cities, within the Cities' water service areas, to the full extent of the water rights; and

WHEREAS, some Cities have identified future development scenarios through joint and independent planning efforts that outline more efficient and cost-effective water production alternatives than the use of the Olympia Brewery water rights; and

WHEREAS, the Cities intend to define and implement a process that allows for one partner to permanently transfer its Brewery Wellfield water rights and other related assets and liabilities to one or more of the Cities; and

WHEREAS, the Cities need to move forward and show due diligence on re-perfecting the water rights, consistent with the extended water right change authorization development schedule, which requires completion of construction by **April 1, 2041**, and full beneficial use for municipal supply of both the water rights' instantaneous rate and annual volume by **April 1, 2046**; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

I. PURPOSE AND OBJECTIVE

The purpose and objective of this MOA is to set forth the process by which one or more of the Cities may transfer ownership interest, including water rights, land, wells, water system appurtenances, and associated liabilities, such as but not limited to, well decommissioning, to another City or Cities. The processes outlined herein shall be implemented following written notice by one City to transfer its interest to another City or Cities.

In addition, this MOA provides for reimbursement to the City of Tumwater for stormwater utility fees and consultant costs previously incurred for jointly held properties and management of the Brewery Wellfield project, as noted in Section II.

II. OUTSTANDING PAYMENTS

A. Stormwater Fee Payment on Jointly Owned Parcels

The City of Tumwater has paid the stormwater fees on behalf of the Cities on the jointly owned properties since October 2006. **Table 1** identifies the parcel, account number, and stormwater fees paid for the jointly owned parcels.

Table 1. City of Tumwater Paid Stormwater Fee Information on Jointly Owned Parcels (October 2006 through December 2022)

| Parcel Number | Account Number | Stormwater Fees Paid |
|------------------------|----------------|----------------------|
| 09470003001 | 80-104004-000 | \$36,037.22 |
| 09470019001 | 80-104002-000 | \$18,052.48 |
| 09470045001 | 80-104003-000 | \$15,157.88 |
| Combined Total | | \$69,247.58 |
| Each Cities' 1/3 Share | | \$23,082.53 |

The City of Lacey and the City of Olympia agree to pay the City of Tumwater their respective one-third prorated share of the stormwater fees.

B. Consultant Fees

Since 2018, RH2 Engineering, Inc. has been assisting the Cities with development of language for an Interlocal Agreement and this MOA. The total authorized contract amount for this effort is \$57,000, of which the cost for each City is \$19,000. The City of Tumwater has paid RH2 Engineering, Inc. for these services under a service provider agreement.

The City of Lacey and the City of Olympia agree to pay the City of Tumwater their respective one-third share of the consultant fees.

C. Total Outstanding Payments

The City of Tumwater will send invoices to the City of Lacey and City of Olympia identifying their proportionate share of the stormwater fees and consultant fees following execution of this MOA.

The City of Lacey and the City of Olympia shall pay the City of Tumwater the outstanding stormwater and consultant fees no later than 60 days after full execution of this MOA, or after being invoiced, whichever is later.

Following the initial invoicing, the City of Tumwater shall routinely invoice each Partner City monthly for utility fees for the jointly owned properties, and no less than quarterly for any consultant fees related to the development of Brewery Wellfield partnership agreements. The cost will be proportional to each City's interest in the Brewery Wellfield at the time of invoice preparation.

III. TRANSFER OF OWNERSHIP BETWEEN CITIES

Section III and its associated subsections identify how assets may be transferred from one City to another City.

A. Intent to Transfer Ownership

If a City is interested in transferring its interest in the Brewery Wellfield water rights, other related assets and liabilities, it shall contact the other Cities and determine if there is an interested transferee. If interested parties have been identified the process of transferring ownership can proceed following written notice to the Cities. Objections to the transfer by a partner City must be received within 15 calendar days of receipt of the notice to transfer, noting reason for objection and potential remedy.

B. Water Right and Property Valuation

Two different entities will be used for arriving at the total valuation. One will be responsible for valuing the water rights and the second will be responsible for valuing the other related assets and liabilities.

The Cities agree to use WestWater Research LLC, who performed the original water right valuation for the condemnation proceedings, to provide a present-day value of the Brewery Wellfield water rights. If a suitable contract with WestWater Research LLC cannot be reached, the Cities must agree on another entity as carried out by the City Manager/Administrator or their delegates.

The Cities agree to use R.F. Duncan & Associates Inc., to provide a present-day value of the Brewery Wellfield properties, (currently Thurston County Tax Parcel Nos. 09470019001, 09470045001, and 09470003001), including any structures, wells, and water system appurtenances associated with the Olympia Brewery water rights occurring both on the jointly owned parcels and off. If a suitable contract with R.F. Duncan & Associates Inc., cannot be reached, the Cities must agree on another entity as carried out by the City Manager/Administrator or their delegates.

The net property valuation will consist of the following elements:

- Present-day value of the three jointly owned Thurston County tax parcels (09470019001, 09470045001, and 09470003001).
- Deduction for cost of decommissioning existing unused wells (both production and test). Due to the specialty nature of this work, this cost shall

be based on a current estimate provided by a well driller, licensed in the state of Washington, that is capable of performing the work. Estimated deduction of approximately \$1.50M.

- Deduction or credit for demolition and removal of the reservoir. Due to the specialty nature of this work, this cost shall be based on a current estimate provided by a contractor, licensed in the state of Washington, that is capable of performing the work. Estimated deduction of approximately \$1.27M.
- Deduction or credit for demolition and removal of existing well buildings and the valve house located near the reservoir. Due to the specialty nature of this work, this cost shall be based on a current estimate provided by a contractor, licensed in the state of Washington, that is capable of performing the work. Estimated deduction of approximately \$0.24M.
- Design, project management, and inspection costs for well, reservoir, and building demolition/decommissioning. Estimated deduction of \$0.05M.

Costs for the total valuation will be split evenly by the transferring Cities.

If either City involved in the transfer disputes the valuation provided for either the water right or property, the disputing City shall be solely responsible for paying for any additional valuation.

Any difference between the values used in the valuation and the actual cost of decommissioning, demolition, and removal will be proportionally assigned to the remaining Cities, whether beneficial or detrimental.

C. Mutual Agreement

Once the transferring Cities agree on the valuation, the transferor shall present the transferee with a “Right to Use in Perpetuity Certificate” of its increment of the Brewery Water Rights.

The transferor shall retain ownership of its increment of the Brewery water rights until such time as the transferee has re-perfected the use of that increment of water.

Payment for the Right to Use in Perpetuity Certificate shall be made by the transferee to the transferor within 90 days through a Transfer of Brewery Assets agreement prepared by the transferee.

Once the transferee holds the Right to Use in Perpetuity Certificate and payment has been made to the transferor, the transferee will immediately assume all of the transferor’s interest in the assets and liabilities and the transferor foregoes any future involvement in decision-making regarding redevelopment of the Brewery Wellfield or jointly held assets and liabilities. **Table 2** shows the breakdown in rights and responsibilities after payment is made.

Table 2. Example Rights and Responsibility Breakdown After Payment

| City | Role | Percentage |
|--------|-------------------------|------------|
| City 1 | Transferor | 0 |
| City 2 | Transferee | 2/3 |
| City 3 | Not Part of Transaction | 1/3 |
| Total | | 1 |

Once the transferee re-perfects the use of the transferor's increment of water, as demonstrated through source metering data, the transferor shall provide the transferee with a Quit Claim Deed transferring ownership of the increment of water to the transferee.

IV. MISCELLANEOUS TERMS

A. Indemnification & Insurance

Each City agrees to defend, indemnify, and hold the other Cities, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the indemnifying City's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying City's officers, officials and employees.

B. No Separate Entity Created

This Agreement creates no Joint Board and no separate legal entity.

C. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement, unless sooner terminated by the Cities in writing, as provided herein.

D. Dispute Resolution

a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Cities involved shall attempt to adjust their differences by informal negotiation. The City perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Cities in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and shall propose a date for representatives of the Cities to meet. The other Cities shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that City's view of the issues or state that there is no disagreement. The

Cities shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the City initiating dispute resolution. The representatives of the Cities shall meet in an effort to resolve the dispute. If a resolution is reached the resolution shall be memorialized in a memorandum signed by all Cities which shall become an addendum to this Agreement. Each City will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Cities shall proceed to mediation.

b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any City may demand mediation. The mediator shall be chosen by agreement. Each City will bear the cost of its own attorneys, consultants, and other Step Two expenses. The Cities to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Cities may proceed to litigation.

c. Step Three – Litigation. Unless otherwise agreed by the Cities in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any action in Thurston County Superior Court. A City may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Cities cannot reach a tolling agreement, or if either City determines the public health, safety, or welfare is threatened.

E. Termination of Agreement

This Agreement may be terminated upon written mutual agreement of the Cities that hold an ownership interest in the water rights.

F. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Cities hereby agree that venue for enforcement of any provisions shall be in the Superior Court of Washington for Thurston County.

G. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Cities and supersedes any and all prior agreements oral or otherwise, with respect to the specific subject matter addressed herein.

H. Recording

This Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Cities' websites as provided by RCW 39.34.040.

I. Notice

Any notice required under this Agreement shall be to the Cities at the address listed below by United States Postal Service, First Class mail, postage prepaid, and shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF OLYMPIA:

Attn: Rich Hoey, Public Works Director
PO Box 1967
Olympia, WA 98507-1967

CITY OF LACEY:

Attn: Peter Brooks, Water Resource Manager
P.O. Box 3400
Lacey, WA 98509-3400

CITY OF TUMWATER:

Attn: Dan Smith, Director of Water Resources and Sustainability
555 Israel Road SW
Tumwater, WA 98501

This MOA may be executed in counterpart and/or by electronically transmitted signature (.pdf or similar). This Agreement is hereby entered into between the Cities and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date: _____

Approved as to form:

Mark Barber

Mark Barber, City Attorney

CITY OF LACEY

Rick Walk, Interim City Manager

Date: _____

Approved as to form:

David Schneider, City Attorney

CITY OF TUMWATER

Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Karen Kirkpatrick, City Attorney



City Council

Approval of a Resolution Authorizing Amendment No. 2 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 2 on behalf of the Olympia City Council

Agenda Date: 1/31/2023
Agenda Item Number: 4.K
File Number:23-0119

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

Title

Approval of a Resolution Authorizing Amendment No. 2 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 2 on behalf of the Olympia City Council

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

None.

Report

Issue:

Whether to adopt a Resolution approving Amendment No. 2 to the City Manager Employment Agreement with Steven J. Burney.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Olympia City Council is vested with the authority under state law to designate a qualified administrative officer to perform the duties of manager as prescribed by law. The Council seeks to amend the City Manager Employment Agreement with Steven J. ("Jay") Burney as to certain terms, with all other terms, covenants and promises remaining unaltered, by approval of Amendment No. 2 to the City Manager Employment Agreement.

Neighborhood/Community Interests (if known):

Unknown.

Options:

1. Adopt a Resolution Approving Amendment No. 2 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 2 to the City Manager Employment Agreement on behalf of the Olympia City Council.
2. Do not adopt the Resolution.
3. Direct staff to take other action.

Financial Impact:

The City Manager's base salary will be \$225,000.00 per year, effective January 1, 2023.

Climate Analysis:

While the proposed action does not directly impact the climate, Olympia and the surrounding region benefits from an administrator who demonstrates and implements the City's mission, vision, and values regarding climate mitigation.

Equity Analysis:

The proposed action demonstrates the Council's vision, policies, and commitment to foster belonging for all by designating and recognizing an administrator whose leadership models and implements diversity, equity, and inclusion.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 2 TO THE EMPLOYMENT AGREEMENT WITH STEVEN J. ("JAY") BURNEY AS CITY MANAGER FOR THE CITY OF OLYMPIA AND AUTHORIZING MAYOR CHERYL SELBY TO SIGN AMENDMENT NO. 2 TO THE AGREEMENT ON BEHALF OF THE OLYMPIA CITY COUNCIL

WHEREAS, pursuant to RCW 35A.13.150, the Olympia City Council is vested with the lawful authority to designate a qualified administrative officer for the City to perform the duties of manager as prescribed by law; and

WHEREAS, the Olympia City Council has the powers and authority granted to any code city organized under the council-manager plan as provided in RCW Chapter 35A.13 and granted to legislative bodies of cities governed by the Optional Municipal Code as more particularly described in RCW Chapter 35A.11, except insofar as such power and authority is vested in the position of city manager as provided by law; and

WHEREAS, it is the duty of the Council to provide for a City Manager with the appropriate executive and administrative qualifications, and knowledge of the accepted practices in respect to the duties of a City Manager; and

WHEREAS, the Council periodically reviews the performance of the City Manager as it relates to the policies and goals set by the Council; and

WHEREAS, the Council has determined that the performance of City Manager Steven J. Burney (Burney) through the aftermath of the COVID-19 pandemic and the ongoing demands upon the City due to homelessness, amid a myriad number of ongoing issues for delivery of municipal services to the residents of the City, has been exceptional and should be recognized, and that the salary for the position of City Manager should be competitive with salaries offered by other cities for the same position; and

WHEREAS, the term of Burney's employment as City Manager commenced on May 12, 2020, and the Employment Agreement executed between Burney and the City of Olympia, as signed by Cheryl Selby, Mayor, on May 13, 2020, is indefinite except as otherwise provided in said Agreement; and

WHEREAS, in accord with Paragraph 9 of the Employment Agreement, the Council wishes to amend specific terms of the Employment Agreement with Burney;

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

1. The Olympia City Council hereby approves Amendment No. 2 to the City Manager Employment Agreement between the City of Olympia and Steven J. ("Jay") Burney, originally executed on May 13, 2020, upon the agreed terms within the aforesaid Amendment No. 2, with all other terms, promises, covenants, and conditions to the Employment Agreement remaining unaltered.

2. Mayor Cheryl Selby is directed and authorized to execute on behalf of the Olympia City Council and the City of Olympia, Amendment No. 2 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and to make any minor modifications as may be required and are consistent with the intent of the aforesaid Amendment No. 2 to the City Manager Employment Agreement, or to correct any clerical or scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

AMENDMENT NO. 2
CITY MANAGER EMPLOYMENT AGREEMENT

THE CITY MANAGER EMPLOYMENT AGREEMENT (hereafter "Agreement") entered into between the OLYMPIA CITY COUNCIL on behalf of the City of Olympia, a Washington municipal corporation organized under RCW Chapter 35A.13 (hereafter "Council"), and STEVEN J. ("JAY") BURNEY (hereafter "Burney") on May 13, 2020, and both parties hereafter jointly referred to as the "Parties," or individually as a "Party," is hereby amended as set forth herein on the last date signed by a Party hereto.

RECITALS

WHEREAS, pursuant to RCW 35A.13.150, the Olympia City Council (hereafter "Council") is vested with the lawful authority to designate a qualified administrative officer for the City of Olympia to perform the duties of manager as prescribed by law; and

WHEREAS, the Council has the powers and authority granted to any code city organized under the council-manager plan as provided in RCW Chapter 35A.13 and granted to legislative bodies of cities governed by the Optional Municipal Code as more particularly described in RCW Chapter 35A.11, except insofar as such power and authority is vested in the position of City Manager as provided by law; and

WHEREAS, it is the duty of the Council to provide for a City Manager with the appropriate executive and administrative qualifications, and knowledge of the accepted practices in respect to the duties of a City Manager; and

WHEREAS, the Council periodically reviews the performance of the City Manager as it relates to the policies and goals set by the Council; and

WHEREAS, the Council has determined that the performance of City Manager Steven J. Burney (Burney) through the aftermath of the COVID-19 pandemic and the ongoing demands upon the City due to homelessness, amid a myriad number of ongoing issues for delivery of municipal services to the residents of the City has been exceptional and should be recognized, and that the salary for the position of City Manager should be competitive with salaries offered by other cities for the same position; and

WHEREAS, the term of Burney's employment as City Manager commenced on May 12, 2020, and the Agreement executed between Burney and the City of Olympia, as signed by Cheryl Selby, Mayor, on May 13, 2020, is indefinite except as otherwise provided in said Agreement; and

WHEREAS, in accord with Paragraph 9 of the Agreement, the Council wishes to amend specific terms of the Agreement with Burney;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree to amend specific terms of the Agreement as follows, with all other terms, promises, covenants, and agreements contained therein remaining unaltered:

1. Paragraph 4 "Compensation" of the Agreement is hereby amended to read as follows:

A. Base Salary: Shall be \$225,000 per year, effective January 1, 2023.

The Recitals set forth above in Amendment No. 2 are incorporated by this reference into this Amendment No. 2 and are made a part hereof and of the Agreement. All other terms, covenants, promises, and agreements of the Agreement executed between the City of Olympia and Burney on May 13, 2020, remained unchanged.

IN WITNESS WHEREOF, the Olympia City Council, for and on behalf of the City of Olympia, a municipal corporation organized under the laws of the State of Washington, by a majority vote of a quorum of the aforesaid legislative body, has authorized this Amendment No. 2 to the Agreement to be signed and executed on its behalf by its Mayor, duly approved by its City Attorney, and attested to by the City Clerk.

CITY OF OLYMPIA,
a Washington municipal corporation

Cheryl Selby, Mayor

Date

ATTEST:

Sean Krier, City Clerk

APPROVED AS TO FORM:

Mark Barber_____
Mark Barber, City Attorney

[City Manager's signature follows on next page.]

The City Manager acknowledges that they have the right to consult with independent legal counsel of their choice and have elected to waive such right and acknowledge that in signing this Amendment No. 2 to the Agreement they are not acting under fraud, duress or undue influence of any person or persons. In the event the City Manager does not waive the right to consult with independent legal counsel, the fact of such consultation shall be indicated by independent legal counsel signing on the line provided below, indicating that Amendment No. 2 to the Agreement is approved as to form.

CITY MANAGER

Steven J. ("Jay") Burney

Date:_____

Independent Legal Counsel Waived:

Steven J. ("Jay") Burney

Date:_____

Independent Legal Counsel, Approved as to form:

Signature

(Print name)

Date:_____



City Council

Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.

Agenda Date: 1/31/2023
Agenda Item Number: 4.L
File Number:23-0130

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

Title

Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.

Report

Issue:

Whether to approve a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.

Staff Contact:

Sylvana Niehuser, Director of Parks Planning and Maintenance, 360.753.8068

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On September 28, 2018, the City purchased an 83.01-acre property located at 3323 Yelm Highway SE for future public use as a community park. The property had been owned by James and Sandra Zahn who had leased a large portion of the property to Spooner Berry Farms for many years.

The first phase of park development will likely not happen until 2024. In the intervening years before development, the City has been leasing the portion of the property that is suitable for agriculture (approximately 42 acres) to Spooner Berry Farms. This has allowed them to continue operating their

U-Pick strawberry farm and berry stand on the property during this period. The existing two-year lease expires January 31, 2023; The new lease is for a one-year term and is \$13,650 per year.

Climate Analysis:

The lease agreement allows for the production of u-pick strawberries and a berry stand, which seems to have benefits and impacts to climate mitigation. It provides the public with the opportunity to purchase locally grown fruit through the summer months, rather than purchasing fruit that is transported from out of the area. The berry stand also utilizes recyclable and compostable materials for packaging of the fruits. While strawberries sequester a small amount of carbon, the production also releases carbon through equipment and tilling the soil. While this agricultural agreement will not reduce greenhouse gas emissions or produce renewable energy, it does provide the community a less-carbon intensive option for fruit.

Equity Analysis:

The lease agreement allows for Spooners Berry Farm to provide fresh local produce to the community in a convenient and accessible location for the public. The u-pick and berry stand are located in the SE area of Olympia, near a major bus line and adjacent to several neighborhoods and multi-family housing. According to the Olympia School District demographics and the most recent Census data for the area, under-served populations may benefit from access to fresh, local produce. One could conclude that the berry stand and u-pick benefit those groups.

The adjacent neighborhood (Hamptons) may be impacted by the increased traffic along Yelm Highway, though one could contend it is minimal since Yelm Highway is a major roadway designed to handle a large amount of traffic.

Neighborhood/Community Interests (if known):

While the City does not have data, anecdotally it appears that the Spooner Berry Farms farm stand and u-Pick strawberry farm are very popular and highly valued by the community.

Options:

1. Move to approve a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.
2. Do not move to approve a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooners Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.
3. Take another action.

Financial Impact:

The lease agreement will generate \$13,650 annually in revenue to the City for the year. In addition, if Spooners Berry Farm did not lease and manage this property during the interim years before development, Parks staff would have to mow and maintain this property at a significant cost.

Attachments:

Resolution
Agreement
Memorandum of Lease

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN AGRICULTURAL LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND TIM SPOONER AND SUE SPOONER, HUSBAND AND WIFE, D/B/A SPOONER BERRY
FARM, A SOLE PROPRIETORSHIP**

WHEREAS, on September 28, 2018, the City of Olympia (City) acquired approximately eighty-three (83) acres, including forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington (the Property); and

WHEREAS, for many years, Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm (the Spooners) leased a portion the Property for a U-Pick strawberry farm and berry stand; and

WHEREAS, in March 2019, the City Council approved the negotiated terms and conditions for the Spooners' lease of forty-two (42) acres, more or less, of the Property for agricultural use (the Lease) and approved renewal of the Lease in January 2020 for one year, and in 2021 for two years; and

WHEREAS, staff is recommending renewal of the Lease for a one-year term; and

WHEREAS, the Olympia City Council considers it to be in the best interest of the City of Olympia to renew the lease of the Property to the Spooners from February 1, 2023 to January 31, 2024, so it may continue its current use and serve the community; and

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

1. The Olympia City Council hereby approves the one-year Agricultural Lease Agreement between the City of Olympia and Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm, for lease of the Property located adjacent to Yelm Hwy SE, in Thurston County, upon the agreed terms within the Agricultural Lease Agreement.
2. The City Manager is directed and authorized to execute on behalf of the City the one-year Agricultural Lease Agreement between the City of Olympia and Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm, and any other documents necessary and related to said Agricultural Lease Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agricultural Lease Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

AGRICULTURAL LEASE AGREEMENT

This AGRICULTURAL LEASE AGREEMENT ("Lease") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Lessor"), and Tim Spooner and Sue Spooner, husband and wife, d/b/a Spooner Berry Farm, a sole proprietorship ("Lessees"), jointly referred to herein as "the Parties." This Lease shall not be effective until the "Effective Date" (as defined in Paragraph 13.15 below).

RECITALS

Lessor is the owner of approximately forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, and legally described on **Exhibit "A"** (Legal Description) and as shown **Exhibit "B"** (Sketch of Leased Property), attached hereto and by this reference incorporated herein.

Lessees shall use the Leased Property for the sole purpose of cultivation and harvesting of agricultural crops, including sale of agricultural produce from a temporary structure commonly referred to as a berry stand, and vehicle parking associated therewith.

The signatories to this Lease acknowledge they are authorized to execute this Lease and any associated documents, and to correct scrivener's errors and other clerical errors or omissions that are otherwise in substantial conformance with this Lease.

The Parties now enter into this Lease to memorialize the terms and conditions under which Lessor will lease the real property to Lessees.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Leased Property. Lessor agrees to lease to Lessees approximately forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, subject to all easements now existing or which the Lessor may grant in the future, and legally described in **Exhibit "A"** (legal description) and as shown on **Exhibit "B"** (general vicinity sketch), both attached hereto and by this reference incorporated herein. The real property described in Paragraph 1 of this Lease is hereafter referred to as the "Leased Property."

2. Use and Occupancy. The Parties agree that Lessees shall use the Leased Property herein for the cultivation, harvesting and sale of agricultural crops, to wit, strawberries, and for no other purpose or use without Lessor's express consent given in writing. Lessees further covenants and agrees as follows:

2.1 Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

2.2 All crop debris and stubble may be left on the field following the harvest in accordance with normal agronomic practices specific to the crop.

2.3 Portions of the Property not in active cultivation shall be kept clean, tidy, and free of noxious weeds, and shall be mowed at least twice per year.

2.4 Lessees shall comply at all times with federal, state and local rules, regulations, statutes, ordinances and directives that may now or hereafter be applicable to the Leased Property, including but not limited to hazardous or toxic materials or fertilizers, pollution control and environmental matters, including (a) any laws and regulations governing water use, groundwater, wetlands and watersheds associated with the Leased Property; (b) any pesticide, herbicide, fertilizer or chemical record-keeping and reporting laws and regulations; (c) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; and (d) the Worker Protection Standard for Agricultural Pesticides. Lessees further agree to be in strict compliance with all manufacturers' label instructions, use requirements and precautionary statements and warnings. Lessees agree to use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the Leased Property and the environment. Lessees further agree to dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers on the Leased Property. Annually Lessees agree to provide Lessor with copies of records of pesticides, fertilizers, or other products applied upon the Leased Property, including the name of the product, date of application, and quantity.

2.5 Fertilizer applications shall be the responsibility of Lessees. Lessees shall apply nitrogen and fertilizer in accordance with recommendations for the specific crop. Lessor makes no guarantee as to the volume, condition, or quality of any agricultural product produced upon the Leased Property.

2.6 The use of any equipment, buildings or structures, which are the property of Lessor, is not included in the terms of this Agreement. Lessees shall be allowed to operate the existing berry stand on the Leased Property for the duration of this Lease. Any necessary repairs to the berry stand structure are the responsibility of Lessees. Any expansion of the berry stand or parking, or construction of new structures, shall be allowed only by the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor is not responsible for the replacement or repair of the berry stand structure, or any other equipment or structures owned by Lessees that may be lost due to theft, casualty, or destroyed or damaged by fire, flood or other cause, or to make rental adjustments in lieu of damage, loss or replacements.

2.7 Lessor shall not be responsible for any personal property owned by Lessees. Lessees shall have the right to place and remove irrigation equipment and portable buildings at Lessees' sole expense. Upon termination of this Lease, Lessees shall remove its personal property, including but not limited to its irrigation equipment and portable buildings at Lessees' sole expense within thirty (30) days of Lease termination, unless additional time is granted to Lessees by Lessor

in writing. In the event Lessees' personal property is not removed from the Leased Property within thirty (30) days of Lease termination, or such additional time as may be granted by Lessor in writing, then Lessees' personal property shall be deemed abandoned, and Lessees agree they shall claim no further interest in said property and Lessor may use or dispose of said personal property as Lessor deems fit.

2.8 In the event of soil displacement or erosion, Lessor reserves the right to remove the affected areas from cultivation and the terms of this Lease, pursuant to the following procedure: (1) Lessor shall inform the Lessees of the problem and give Lessees seven (7) days to cure the problem. If, after seven (7) days the problem has not been cured to the satisfaction of Lessor, then Lessor reserves the right to fence off the area and re-seed if necessary at the sole expense of Lessees.

2.9 Lessees shall be permitted by Lessor to operate a "U-pick" berry business upon the Leased Property. The Lessees shall be responsible for assuring the Leased Property is safe for berry picking customers. Further, Lessees shall be responsible for any injuries incurred by its customers, invitees or guests, as a result of negligence by Lessees.

2.10 All materials and services related to the growing, harvest, or transportation of Lessees' agricultural crops shall be supplied by Lessees. Agricultural products include but are not limited to fertilizer, seed, fuel, lime, pesticides and soil tests.

3. Acceptance of Property As Is. Lessees accept and acknowledge use and occupancy of the Leased Property in its "as is" condition.

4. Lease Term and Rent. The term of this Lease shall be for the period of one year beginning February 1, 2023, and ending January 31, 2024. The Parties may mutually extend the terms of this Lease in writing from year to year. Lessees agree to pay Lessor annual rent for use of the Leased Property in the sum THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$325.00) per acre for forty-two (42) acres, in the total annual sum of THIRTEEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$13,650.00), which annual rent shall be due upon execution by the Parties of this Lease, and thereafter shall be due by February 1 upon extension of this Lease by the Parties.

5. Maintenance and Repairs. Lessees shall be responsible for all repairs to the Leased Property for any damage or injury resulting from the Lessees' actions, including but not limited to Lessees' irrigation system, well for irrigation purposes, well house, pump and electrical connections, berry stand, other temporary structures, portable toilets, or rodents or pest control.

6. Utilities. Lessees shall pay and be financially responsible for all utility services to the Leased Property, including but not limited to electricity, garbage and recycling, or portable toilets for sanitation purposes.

7. Insurance and Hold Harmless Agreement. Lessees shall defend, indemnify and hold Lessor, its agents, officers, officials, employees and volunteers harmless from any and

all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Lessees under this Lease and upon the Leased Property, except for injuries and damages caused by the sole negligence of Lessor.

7.1 Should a court of competent jurisdiction determine that this Lease 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 Lessees and the Lessor, its officers, officials, agents, employees, and volunteers, the Lessees' liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessees' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessees' 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 Lease.

7.2 Lessees shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to property, which may arise from or in connection with this Lease, or acts of Lessees or their agents, representatives, or employees, on the following terms:

7.2.1 Lessees' maintenance of insurance as required by this Lease shall not be construed to limit the liability of Lessees to the coverage provided by such insurance, or otherwise limit Lessor's recourse to any remedy available at law or in equity.

7.2.2 Lessees shall obtain insurance of the types and coverage described below:

7.2.2.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Lessor shall be named as an additional insured on Lessees' Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessor of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

7.2.2.2 Property insurance shall be written on an all risk basis.

7.3 Lessees shall maintain the following insurance limits:

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

7.3.2. Property insurance shall be written covering the full value of Lessor's property and improvements with no coinsurance provisions.

7.4 Lessees' Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects Lessor. Any insurance, self-insurance, or self-insurance pool coverage maintained by Lessor shall be excess of Lessees' insurance and shall not contribute with it.

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

7.6 Lessees shall furnish Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Lessor.

7.7 Lessees and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or any structure. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7.8 Lessees shall provide Lessor with written notice of any policy cancellation within two (2) business days of its receipt of such notice.

7.9 Failure on the part of Lessees to maintain the insurance required shall constitute a material breach of this Lease, upon which Lessor may, after giving five (5) business days' notice to Lessees to correct the breach, to terminate the Lease or, at Lessor's discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Lessor on demand by Lessees.

7.10 If Lessees maintain higher insurance limits than the minimums shown above, Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Lessee, irrespective of whether such limits maintained by Lessees are greater than those required by this Lease or whether any certificate of insurance furnished to Lessor evidences limits of liability lower than those maintained by Lessees.

8. Acknowledgment and Acceptance.

8.1 In the event a leasehold tax is imposed upon Lessees' tenancy by the State of Washington during the term of this Lease, Lessees agree to pay said leasehold tax amount to the City of Olympia for payment to the state, in addition to the annual rent set forth in Paragraph 4 herein. Failure to pay any such leasehold tax when due shall be grounds for termination of this Lease.

8.2 In the event Lessees cause any labor, material or services to be furnished in, on or about the Leased Property, or any part thereof, Lessees hereby agree to pay, resolve, settle or compromise such liens or claims and to fully satisfy same to prevent or remove any liens against Lessor's Property. Lessees will not allow any lien to attach to the Leased Property. Lessees further agree to fully indemnify and hold harmless the Lessor from all claims of liens against the Leased Property incurred by Lessees, including any attorney's fees, costs or other litigation expenses incurred by Lessor in connection with such claims of lien.

8.3 Lessees shall not enter into any leases, subleases, assignments, licenses, easements, occupancy agreements, or short-term stay arrangements with any person(s) or entities or other charge or consideration upon the Leased Property, without the express prior written consent of Lessor. Lessees agree that Lessees shall solely use the Leased Property for agricultural purposes during the term of this Lease. The Parties further agree that this Lease shall be binding upon the heirs, assignees, or successors in interest of Lessees.

8.4 The Parties agree that Lessor may enter upon the Leased Property at any reasonable time for the purpose of inspecting the use, maintenance, or condition of the Leased Property or to consult with Lessees concerning repairs, improvements, or other reasonable purposes that do not interfere with Lessees' ability to carry out its farming operations.

8.5 Lessees covenant and agree that any motorized vehicle of any kind or nature, whether owned or operated by Lessees, their employees, agents, contractors or their guests, shall be parked solely upon the Leased Property.

8.6 Any personal property of Lessees shall be stored upon the Leased Property. Lessees shall not store Lessees' personal property upon any adjacent property owned by Lessor.

8.7 Lessees and Lessor have all requisite power and authority to execute and deliver this Lease and to carry out its obligations hereunder and the transactions contemplated hereby. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by Lessor and Lessees and constitute their legal, valid and binding obligation enforceable against Lessor and Lessees in accordance with its terms.

9. Covenants of Lessees. Lessees covenant and agree as follows:

9.1 From the effective date of this Lease, Lessees will perform any monetary and non-monetary obligations they have regarding the Leased Property.

9.2 From the date of this Lease, Lessees will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Leased Property or any part thereof.

9.3 Lessees shall defend, indemnify, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the release or threatened release of Hazardous Substances on, under, above, or about the Leased Property by Lessees, except for any release or threatened release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.

9.4 The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials,"

“toxic substances,” “hazardous wastes,” or “solid wastes” in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

9.5 Lessees covenant and agree to comply with all statutes, codes, regulations, covenants or laws that may affect the use and occupancy of the Leased Property. This includes compliance with all local, state, and federal laws and regulations governing activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof, including following label directions in the handling and application of all chemicals used on the Leased Property, and to follow all applicator’s licensing requirements. Lessees shall also comply with local, state, and federal laws and regulations pertaining to groundwater contamination. Violation of this covenant by Lessees shall be grounds for termination of this Lease.

9.6 Lessees shall not permit any nuisance upon the Leased Property or permit any waste or destruction of the Leased Property.

9.7 Lessees shall pay, protect, pay the defense costs of, indemnify and hold Lessor and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Lessees set forth in this Lease, (b) the failure of Lessees to perform any obligation required by this Lease to be performed by Lessees, (c) the maintenance, and/or operation of the Leased Property by Lessees not in conformance with this Lease, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of Lessees, their representatives, agents, employees, contractors or suppliers.

9.8 Lessees shall permit Lessor or its agents, employees, officials, officers or contractors to access the Leased Property for the purpose of any environmental studies including, but not limited to Mazama pocket gophers, stream buffers, oak trees or other environmental studies or work for restoration purposes that is required by permitting agencies.

9.9 Lessees are an independent contractor for all purposes, including worker’s compensation, and is not an employee or agent of Lessor. Lessor agrees that Lessees’ shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed upon the Leased Property, and Lessor takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Lessees or the Lessees’ employees or agents.

10. Casualty. If any fire, windstorm, earthquake, volcanic eruption or casualty occurs and materially affects all or any portion of the Leased Property on or after the date of this Lease, Lessor is under no duty or obligation to repair, replace or rebuild any personal property, structure, or outbuilding owned by Lessees, which is located upon the Leased Property.

11. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

| | |
|-----------------|--|
| To Lessor: | Steven J. Burney, City Manager City of Olympia 601 4 th Ave E P.O. Box 1967 Olympia, WA 98507-1967 Email: sburney@ci.olympia.wa.us |
| With a copy to: | Mark Barber, City Attorney City of Olympia 601 4 th Ave E P.O. Box 1967 Olympia, WA 98507-1967 Email: mbarber@ci.olympia.wa.us |
| To Lessees: | Tim Spooner and Sue Spooner d/b/a Spooner Berry Farm 8308 – 83 rd Ave SE Olympia, WA 98513 Email: strawspoon@aol.com |

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

12. Event of Default. In the event of a default under this Lease by Lessees (including a breach of any representation, warranty or covenant set forth herein), Lessor shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Lessees' obligations hereunder or termination of this Lease.

13. Miscellaneous.

13.1 This Lease shall in all respects, shall be governed by the laws of the State of Washington.

13.2 Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

13.3 No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Lease shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13.4 All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns, if applicable. No assignment shall be permitted by Lessees of this Lease unless by prior written consent by Lessor.

13.5 This Lease constitutes the entire understanding and agreement of the Parties with respect to its subject matter and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Lease to any person, firm or corporation other than the immediate Parties.

13.6 Should either party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

13.7 Captions are solely for the convenience of the Parties and are not a part of this Lease. This Lease shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

13.8 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

13.9 The covenants, agreements, obligations to indemnify, representations and warranties made in this Lease shall survive unimpaired. The Parties agree this Lease shall not be recorded, but a Memorandum of Lease may be recorded at the request of a party.

13.10 Time is of the essence of every provision of this Lease.

13.11 All of Lessees' personal property, of any kind or description whatsoever that is on the Leased Property shall be at Lessees' sole risk of loss. Lessor shall not insure Lessees' personal property of whatever kind or nature. Lessees must obtain any such insurance.

13.12 Performance by Lessees or Lessor of their obligations under this Lease shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

13.13 The Recitals set forth above are incorporated by this reference into this Lease and are made a part hereof.

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

13.15 The term "date of this Lease" or "date hereof" or "Effective Date," as used in this Lease, shall mean the later of the following dates: (1) the date of Lessor's signature on this Lease; or (2) the date of Lessees' signatures on this Lease.

[Signatures appear on the following page]

LESSEES:



TIM SPOONER and SUE SPOONER,
and the marital composed thereof, d/b/a
Spooner Berry Farm, a sole proprietorship



Tim Spooner

Date: 1/19/2023



Sue Spooner

Date: 1/19/2023

LESSOR:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

Date: 01/10/2023

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Tim Spooner** and **Sue Spooner**, husband and wife, are the persons who appeared before me, and that said persons acknowledged that they signed this instrument, and on oath stated that they are authorized to execute this instrument, and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of Jan 2023.




Signature

Print Name Jasmin Edwards

NOTARY PUBLIC in and for the State of
Washington

Residing at Lacey

My appointment expires: May 18 2026

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Steven J. Burney**, is the person who appeared before me, and as City Manager for the City of Olympia, Washington, on behalf of said municipal corporation and with authority to sign same, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2023.

Signature

Print Name _____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires: _____

EXHIBIT A
(Legal Description)

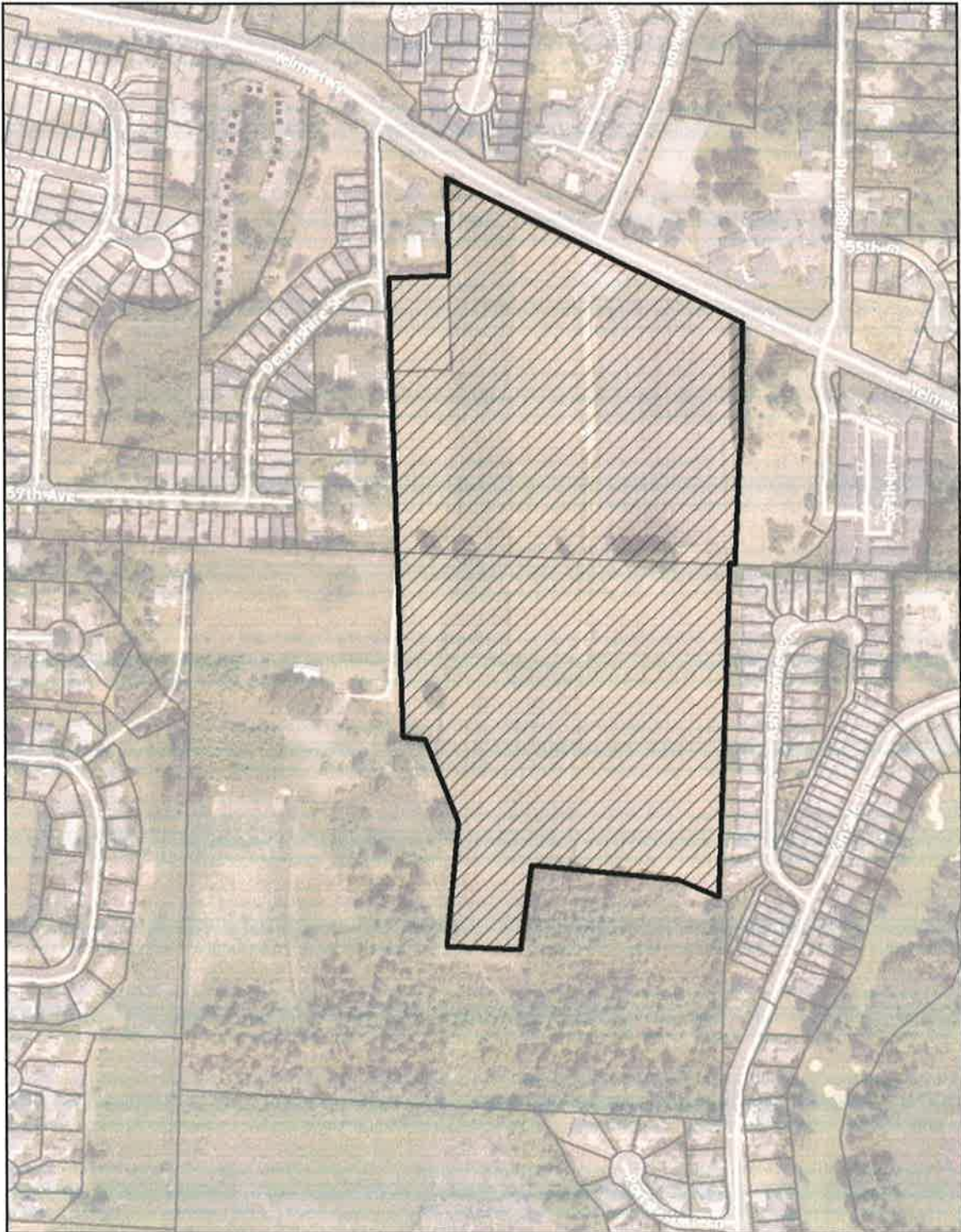
Lease Area as shown on attached Exhibit B (Sketch of Leased Property), being depicted as the outlined and diagonal hatched area. Said Lease Area lies within:

Parcel B of Boundary Line Adjustment No. BLA -1644, as recorded February 28, 1995, under Auditor's File No. 9502280027, record of Thurston County, Washington, said Parcel B being a portion of the Southeast Quarter of Section 31, Township 18 North, Range 1 West, W.M.;

And

Parcel A of Boundary Line Adjustment No. BLA-03-105181TC as recorded September 12, 2003 under Auditor's File No. 3574063, records of Thurston County, Washington, said Parcel A being a portion of the Northeast Quarter of Section 6, Township 17 North, Range 1 West, W.M.

EXHIBIT B
(Sketch of Leased Property)



AFTER RECORDING MAIL TO:

City of Olympia
ATTN: Legal Department
P.O. Box 1967
Olympia WA 98507-1967

MEMORANDUM OF LEASE

Grantor/Lessor: City of Olympia, a Washington municipal corporation
Grantees/Lesseees: Tim Spooner and Sue Spooner, husband and wife
Abbreviated Legal Description: Parcel B BLA-1644, together with Parcel A BLA 03105181
Assessor's Tax Parcel No.: 09330005001, 0933005000, 0930008002

This Memorandum of Lease is to give record notice that the City of Olympia, a Washington municipal corporation ("Lessor"), has entered into that certain Agricultural Lease Agreement dated January 19th, 2023 ("the Lease"), to lease 42 acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, located and shown on Exhibit B (general vicinity sketch), to Tim Spooner and Sue Spooner, husband and wife, ("Lessees"), effective February 1, 2023 to January 31, 2024.

This Memorandum of Lease has been entered into for the sole purpose of giving notice of the existence of the Lease. Reference should be made to the Lease for all of the terms, covenants and conditions set forth therein.

IN WITNESS WHEREOF, Lessor and Lessees have executed this Memorandum of Lease as of the last authorizing signature affixed hereto.

LESSOR: CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **Steven J. Burney**, is the person who appeared before me, and as City Manager for the City of Olympia, Washington, on behalf of said municipal corporation and with authority to sign same, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2023.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

APPROVED AS TO FORM:

Mark Barber _____
Mark Barber, City Attorney

Signature _____
SUE SPOONER

1/19/2023
Date


Signature _____

Date 1/19/2023

I certify that I know or have satisfactory evidence that **Tim Spooner and Sue Spooner**, husband and wife, are the persons who appeared before me, and that said persons acknowledged that they signed this instrument, and on oath stated that they are authorized to execute this instrument, and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19 day of Jan 2023.




Signature _____
Print Name: Jasmin Edwards
NOTARY PUBLIC in and for the State of
Washington
Residing at Lacey
My appointment expires: May 18 2026



City Council

Approval of an Ordinance Amending Olympia Municipal Code Regarding Regulations of Fencing

Agenda Date: 1/31/2023
Agenda Item Number: 4.M
File Number:23-0036

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Regarding Regulations of Fencing

Recommended Action

Committee Recommendation:

The Olympia Planning Commission recommends approval of the proposed amendments as modified.

City Manager Recommendation:

Move to approve an Ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zone districts.

Report Issue:

Whether to approve an Ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zones.

Staff Contact:

Cari Hornbein, Senior Planner, Community Planning and Development, 360.753.8048

Presenter(s):

Cari Hornbein, Senior Planner, Community Planning and Development

Background and Analysis:

Background and Analysis changed from first reading to second reading.

A change to the Ordinance from first reading to second reading is on page 6, in section J as shown below:

Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC ~~18.38.40.060.C.3~~ 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

The City received an application from Amarok LLC to amend OMC 18.40 to allow the use of electric

security fences. Currently, only low-voltage electric fences are permitted to protect farms or agricultural animals.

The original application materials are attached and include justification statements, proposed code language, and photos. Key provisions of the original proposal include:

- Allow use of security fences within commercial and industrial districts up to 10 feet in height.
- Surround the electric security fence with a non-electric perimeter fence or wall to discourage intruders and prevent accidental contact by passers-by.
- Use a 12-volt DC powered storage battery to energize the fence and use International Electrotechnical Commission (IEC) standards for electrical charge levels. The storage battery would be charged primarily by a solar panel.
- Provide warning signs.

After evaluating the proposal and considering input during their briefings and public hearing, the Planning Commission voted to recommend approval with modifications that are reflected in the attached ordinance and summarized below:

- Allow electric security fences outright in the Auto Services, Industrial, and Light Industrial zone districts, where outdoor storage yards are typically located.
- In the General Commercial, Downtown Businesses, and High-Density Corridor (1 - 4) zone districts, allow electric security fences on a case-by-case basis. Decision making authority would be with the Director, or their designee, where increased theft and vandalism is an issue.
- Limit the height of electric security fences to 8 feet. This is consistent with an electric fence that was approved last year at the Auto Mall. It was approved on the basis that it was similar in height to a 6-foot chain link fence topped with barbwire (allowed per city code) and that it would not be charged until such time that the code was amended.
- Define 'outdoor storage yard' and permit use of electric security fencing when the storage area was established in conformance with city code.
- Allow flexibility in locating new fences to avoid having to move existing perimeter fences and to account for existing site improvements and landscaping.
- Require compliance with design and landscape/screening standards.
- Obtain necessary permits and approvals such as building permits, emergency access, and planning review.

Climate Analysis:

Electric security fences would be powered by a storage battery that is charged by a solar panel. Depending on the type of equipment used, there may be temporary impacts during installation (e.g., use of equipment powered by gas or diesel). After installation, staff does not anticipate impacts to greenhouse gas emissions.

Equity Analysis:

The proposed action would benefit business owners that have outdoor storage areas where theft and property damage have been an issue. Chain link fencing is widely used in Olympia to protect commercial and industrial property but can be cut with the right tools. Electric fencing would give this group another option for securing property.

The use of electric security fences around vehicle storage yards would benefit customers who leave their vehicles in the care of dealers or service providers for repairs and maintenance. The proposed action would also benefit the applicant, Amarok LLC, which sells electric security fences. It may also reduce the number of calls for law enforcement.

The presence of electric security fences would make it more difficult for theft and damage to occur but may burden those that steal and sell property as a means to meet basic needs such as food, shelter, and transportation.

Neighborhood/Community Interests (if known):

Staff received comments in support and opposed to the proposed amendments.

Options:

1. Move to approve an Ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zone districts.
2. Move to approve an Ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zone districts with specific modifications.
3. Do not approve an Ordinance adopting amendments to Chapter 18.40 of the Olympia Municipal Code to allow the use of electric security fencing around storage yards within commercial and industrial zone districts.

Financial Impact:

None. Resources associated with processing this application are covered by the application fee and Community Planning and Development Department's base budget.

Attachments:

Ordinance - Second Reading
Ordinance - First Reading
Application Materials
Public Comment

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, SUBSECTION 18.40.060.C PROPERTY PROTECTION STANDARDS, OF THE OLYMPIA MUNICIPAL CODE TO ALLOW ELECTRIC FENCES TO PROTECT CERTAIN OUTDOOR STORAGE AREAS

WHEREAS, on March 9, 2022, the City of Olympia accepted an application from AMAROK LLC (Applicant) to amend fence standards in Chapter 18.40.060.C.10 of the Olympia Municipal Code (OMC) allowing the use of electric fences for security purposes (Proposed Amendments); and

WHEREAS, the Applicant requested the Proposed Amendments to address an increase in theft and vandalism of personal property in outdoor storage areas; and

WHEREAS, on May 20, 2022, Notice of Application for the Proposed Amendments was routed to state and local agencies, Recognized Neighborhood Associations, and the Council of Neighborhood Associations; and

WHEREAS, on July 18, 2022, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on August 4, 2022, notice of the public hearing for the Proposed Amendments was provide to Parties of Record, Recognized Neighborhood Associations, and the Council of Neighborhood Associations pursuant to Chapter 18.78 OMC, Public Notification; and

WHEREAS, on August 5, 2022, a legal notice was published in The Olympian newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments pursuant to 18.78 OMC, Public Notification; and

WHEREAS, on August 11, 2022, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the proposed amendments; and

WHEREAS, on August 15, 2022, the Olympia Planning Commission held a public hearing and commenced deliberations on the Proposed Amendments, requesting that Community Planning and Development Staff provide additional informational regarding the Proposed Amendments; and

WHEREAS, on September 19, 2022, the Olympia Planning Commission received a briefing, deliberated, and provided to City Council its recommendation on the Proposed Amendments to amend Chapter 18.40.060.C.10 OMC, as modified by Staff (Modified Amendments); and

WHEREAS, on September 21, 2022, the Modified Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, the Proposed Amendments, as modified, are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in chapter 18.58 OMC; and

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

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

Section 1. Amendment of OMC 18.40.060.C, Olympia Municipal Code Subsection 18.40.060.C is hereby amended to read as follows:

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F)

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

a. Fences, when located within a required yard, shall not exceed the following height limits:

- i. Front yard = 48" (4'-0");
- ii. Side yards = 72" (6'-0"), Flanking side yards = 72" (6'-0");
- iii. Rear yards = 72" (6'-0");
- iv. Clear Sight Triangle = 30" (2'-6").

b. Agricultural uses. Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

c. Gardens. Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

For purposes of this section, a front yard shall not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.
3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).
4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.
5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.
6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.
7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.
 - a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;
 - b. The special conditions and circumstances do not result from the actions of the applicant;
 - c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;
 - d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and
 - e. The exception is the minimum necessary to provide the rights and privileges described above.

Applications for additional fence height or other exceptions shall include an explanation of the exception sought and its purpose; and fence illustrations and plan drawing that depicts proposed fence location and height, other structures, landscaping, and proposed grades in relation to existing grades.

[NOTE: A building permit is required for all fences exceeding seven feet in height. Fences and hedges may exceed maximum heights if located outside of required yards. But see Design Guidelines.]

8. Hedges. Hedges are allowed in all required yard areas subject to the following maximum height limits:

- a. Front yard = 48" (4'0")
- b. Side yard, Flanking side yard = Unlimited
- c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to ~~erect or install~~ or maintain any electric fence within the city limits except as follows: ~~for low-voltage, solar fences installed atop a six-foot non-electric fence for the purposes of protecting farms or agricultural animals. "Electric fence" means any fence with above-ground electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of retaining or excluding any animals, livestock, or persons.~~

a. For the purposes of protecting farms or agricultural animals using ~~for low-voltage, solar fences installed atop a six-foot non-electric fence; or~~

b. For securing an outdoor storage area, subject to the provisions below.

c. For purposes of this subsection:

i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

v. The installation and use of an electric security fence is permitted within the following zoning -districts:

1. Auto Services (AS)
2. Industrial (I)
3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

- i. General Commercial (GC)
- ii. Downtown Business (DB)
- iii. High Density Corridor 1 (HDC-1)
- iv. High Density Corridor 2 (HDC-2)
- v. High Density Corridor 3 (HDC-3)
- vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

- i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).
- ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.
- iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

- i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.
- ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.
- iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. 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 remains unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This Ordinance takes effect five days after publication, as provided by law.

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 TITLE 18, UNIFIED DEVELOPMENT CODE, SUBSECTION 18.40.060.C PROPERTY PROTECTION STANDARDS, OF THE OLYMPIA MUNICIPAL CODE TO ALLOW ELECTRIC FENCES TO PROTECT CERTAIN OUTDOOR STORAGE AREAS

WHEREAS, on March 9, 2022, the City of Olympia accepted an application from AMAROK LLC (Applicant) to amend fence standards in Chapter 18.40.060.C.10 of the Olympia Municipal Code (OMC) allowing the use of electric fences for security purposes (Proposed Amendments); and

WHEREAS, the Applicant requested the Proposed Amendments to address an increase in theft and vandalism of personal property in outdoor storage areas; and

WHEREAS, on May 20, 2022, Notice of Application for the Proposed Amendments was routed to state and local agencies, Recognized Neighborhood Associations, and the Council of Neighborhood Associations; and

WHEREAS, on July 18, 2022, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on August 4, 2022, notice of the public hearing for the Proposed Amendments was provide to Parties of Record, Recognized Neighborhood Associations, and the Council of Neighborhood Associations pursuant to Chapter 18.78 OMC, Public Notification; and

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WHEREAS, on September 19, 2022, the Olympia Planning Commission received a briefing, deliberated, and provided to City Council its recommendation on the Proposed Amendments to amend Chapter 18.40.060.C.10 OMC, as modified by Staff (Modified Amendments); and

WHEREAS, on September 21, 2022, the Modified Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, the Proposed Amendments, as modified, are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in chapter 18.58 OMC; and

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

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

Section 1. Amendment of OMC 18.40.060.C, Olympia Municipal Code Subsection 18.40.060.C is hereby amended to read as follows:

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F)

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

a. Fences, when located within a required yard, shall not exceed the following height limits:

- i. Front yard = 48" (4'-0");
- ii. Side yards = 72" (6'-0"), Flanking side yards = 72" (6'-0");
- iii. Rear yards = 72" (6'-0");
- iv. Clear Sight Triangle = 30" (2'-6").

b. Agricultural uses. Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

c. Gardens. Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

For purposes of this section, a front yard shall not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.
3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).
4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.
5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.
6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.
7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.
 - a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;
 - b. The special conditions and circumstances do not result from the actions of the applicant;
 - c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;
 - d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and
 - e. The exception is the minimum necessary to provide the rights and privileges described above.

Applications for additional fence height or other exceptions shall include an explanation of the exception sought and its purpose; and fence illustrations and plan drawing that depicts proposed fence location and height, other structures, landscaping, and proposed grades in relation to existing grades.

[NOTE: A building permit is required for all fences exceeding seven feet in height. Fences and hedges may exceed maximum heights if located outside of required yards. But see Design Guidelines.]

8. Hedges. Hedges are allowed in all required yard areas subject to the following maximum height limits:

- a. Front yard = 48" (4'0")
- b. Side yard, Flanking side yard = Unlimited
- c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to ~~erect or install or maintain any electric fence within the city limits except as follows: for low-voltage, solar fences installed atop a six-foot non-electric fence for the purposes of protecting farms or agricultural animals. "Electric fence" means any fence with above-ground electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of retaining or excluding any animals, livestock, or persons.~~

a. For the purposes of protecting farms or agricultural animals using for low-voltage, solar fences installed atop a six-foot non-electric fence; or

b. For securing an outdoor storage area, subject to the provisions below.

c. For purposes of this subsection:

i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

v. The installation and use of an electric security fence is permitted within the following zoning -districts:

1. Auto Services (AS)
2. Industrial (I)
3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

- i. General Commercial (GC)
- ii. Downtown Business (DB)
- iii. High Density Corridor 1 (HDC-1)
- iv. High Density Corridor 2 (HDC-2)
- v. High Density Corridor 3 (HDC-3)
- vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

- i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).
- ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.
- iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

- i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.
- ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.
- iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.38.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. 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 remains unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This Ordinance takes effect five days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

February 14, 2022

Olympia City Hall
601 4th Ave E
Olympia, WA 98507

Statement justifying or explaining reasons for the amendment

To whom it concerns:

AMAROK, LLC is the nation's industry leader in non-residential perimeter security systems. Since the onset of Covid, crime has been spiraling out of control across the country. Countless businesses are struggling to survive. In an effort to help protect and save your local businesses we find it necessary to amend your existing codes in order to allow them to have the most effective crime deterrent system on the market. Presently, Olympia Municipal Code Chapter 18.40.060(C)(10) strictly prohibits electric fences.

The amendment we are requesting is in line with many other municipalities, providing industry safety standards and that allow these safe and effective systems. The benefits of these systems are myriad and include some of the following:

- These systems are a known and proven commodity; we have been in business for thirty years doing these systems, with thousands installed across the United States.
- These systems deter crime not only from the subject property where installed but also from the surrounding area.
- Lower crime means safer communities.
- Lower crime results in higher property values.
- Higher property values result in increased revenue for the City.
- City can portray a business-friendly, tough on crime image.
- The systems are completely green/environmentally friendly, battery powered and low voltage. No AC power whatsoever.

We look forward to working with the City of Olympia to provide a win-win solution for the City, local businesses, and the community at large. Thank you for your assistance.

Thank you,
Donald McLellan
AMAROK, LLC
550 Assembly St., 5th Floor, Columbia, SC 29201
Direct Phone: 803-404-6186 | Main Phone: 803-786-6333 | Fax: 803-404-5378



ULTIMATE PERIMETER SECURITY

March 8, 2022

Nicole Floyd
Principal Planner
City of Olympia
601 Fourth Avenue E
Olympia, WA. 98501

Dear Ms. Floyd,

Thank you for your further questions regarding AMAROK's request for a modification of Olympia Municipal Code. Per your questions provided via email on February 23, 2022, attached are the responses to your inquiry.

- 1) Statement of need for amendment/ specific linkage to the goals and policies of the comprehensive plan.

We would refer you to the section titled "Police Services Promote Public Safety." The security system provided by AMAROK would support several stated goals within the City's comprehensive plan:

GS 16

PS16.2 Develop alternative ways to respond to calls for service when sworn officers are not required. This will free-up more time for our officers to develop strategies for preventing crime in our community.

PS16.7 Regularly track how police workloads are generated and find ways to reduce them, or allocate work more efficiently, both in and outside the Police Department. External entities which generate police workload should share responsibility for providing ways to manage it.

GS19

PS19.6 Look for creative ways to build relationships with private security firms, Animal Control, and other organizations, so they can help extend the capability of our Police Department.

A properly installed and maintained electric fencing system similar to those installed by AMAROK will support the stated goals of the comprehensive plan. The fencing system will act as a deterrent reducing law enforcement workload. Under PS 19.6 it would directly build a relationship with a private security firm to extend the capability of the police department by securing property without the need for law enforcement to be present. Under PS 16.7, these fencing systems reduce law enforcement workload outside the police department, allowing them to work more efficiently in the reduction of property crimes.

- 2) There is no SEPA Environmental Checklist provided.
The exemption for the SEPA checklist is under WAC 197-11-800:

*(19) **Procedural actions.** The proposal, amendment or adoption of legislation, rules, regulations, resolutions or ordinances, or of any plan or program shall be exempt if they are:*

(a) Relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.

(b) Text amendments resulting in no substantive changes respecting use or modification of the environment.

The proposed changes to the city code do not make substantive changes respecting use or modification of the environment.

3) Supplemental information that would be useful

Clarify what zones are included in “commercial and industrial”. Does this include or exclude industrial park, PO/RM, Other?

- Information about electric pet fencing is included in the code which implies this section also applies to residential zones? Or just pet fencing in the commercial zones?
- Is the intent for this to be applicable in downtown Downtown has specific design criteria related to fencing and identifies fencing type and height based on street classification etc. Chainlink and other metal fencing is generally prohibited. If the intent is to change the standards for the downtown region, those code changes should be addressed.
- Olympia has several design districts that establish various design criteria for buildings and fencing. They essentially aim to ensure pedestrian circulation between adjacent sites, between parking areas and public Rights of Way etc. Similarly there are criteria about how the fence looks from the street and adjacent properties – such as asking for the fence to be made of materials that are similar to or accentuate the existing building etc. Emphasis is typically placed on the building frontage and areas visible from the ROW. Careful consideration of these design criteria and how your proposal might impact them would be useful.
 - Consider revising your proposal to allow electric fencing (limited voltage) around storage yards/storage areas not visible from the public ROW. This would alleviate most conflicts with the design criteria (except downtown).

The intention is for these devices to only be installed in commercial areas – not for residential use. The fencing is installed behind existing, permanent fencing materials. It is not the intention for this fencing to be placed behind low fencing, residential fencing, or fencing that is decorative or is not permanent. We would need this product to be allowed beyond just storage facilities and other, similar businesses. There is strong interest in installing this device around auto repair and car lots to prevent catalytic converter theft and security properties. We would consider working with the City on finding reasonable accommodation for concerns with aesthetics and visibility but need to ensure that this product is available to effectively secure commercial sites from theft.

There are businesses where the installation of this product would not be appropriate, and there-by not installed. For the pet fencing question, for example, this product would not be appropriate for use as secondary security measure for a pet. Even though installation of the product may be an option for a business doesn't mean they would actually pay for the product to be installed. This product is specifically designed for the security of property to keep individuals from entering private, commercial property. It does not have an application for securing other items like pets.

- 4) Height: The fence height section is specified in code directly above this code revision. Consider revising that text if additional height is being proposed. Proposed language indicates a 10' height for electric fences, but also limits height to 2' above perimeter fence. The only time perimeter fence is allowed to be 8' is if 2' of barbed wire is attached or for small portions where architectural features are permitted. Is the intent to allow electric fence on top of barbed wire? Consider clarifying this section.
 - a. Fence height is limited to 4' within the front 10' of the property. The revisions proposed would not modify this requirement therefore the electric fence would be limited to 6' (2' above the 4' fence) in the front yard setback.

Industry standard is a minimum of 5' barrier. 4' is too low to the ground which would not prevent pedestrians from coming into contact with the system which is what we want to avoid. We ordinarily like to be 10' in height but can live with 2' above perimeter (minimum of 8' system).

- 5) Electric charge limits of IEC are cited as the new municipal code standard. This is sometimes problematic as IEC codes change more frequently than OMC standards. For example, other municipal code sections cite the UBC, which has not been in effect for decades. Can you propose language that provides the intent/meaning of what you are citing in the IEC? That way a layman could understand what types of voltage you are suggesting the code allow. For example – could you use language such as: electricity in the fence shall not be detectable by human touch, rather the current shall be limited so that its sole purpose is to provide notification to the alarm system. If that is the intent?

The intention of the alarm system is to provide both notification and a regulated, brief contact charge that is regulated by the IEC. The IEC 60335-2-76 is regarding the characteristics of the energizer components, and this would be appropriate to draft the ordinance towards for property regulation.

- 6) Proposed code indicates the fence will be regulated by burglar alarm code section of municipal code – please provide specific code section reference. I am unsure where this section is in our code nor what it says. If this is a reference to IBC or other non-municipal code, please consider providing language that identifies the intent/requirement being addressed.

The code section we recommend be amended is under Article II. Theft Detection and Holdup Alarm Systems 16.44 both in .040 (Generally) and within .045 (Definitions)

- 7) Locking gates and the fire department: is this a reference to fire code? Is this already required? If so, does it need to be repeated here?

Gate openings are existing and our system is not adding new gates. Any Fire Department access requirements should already be existing. If the Fire Department wishes us to additionally add a Fire Department device to deactivate our system we can certainly do that. Typically, we use the Knox Company, key switch (model 3502) which we locate by the main gate/entrance. The Fire Department uses their key to disarm our system and then they would enter the property as they ordinarily would.

General Info:

- 8) photos of the fencing anticipated to be installed based on code amendments proposed.
9) Locations where similar fences have been installed within the Puget Sound region. Name of those jurisdictions and similar code language if applicable.

Happy to provide photos as necessary. There are already municipalities that allow this device to be installed including Auburn. In unincorporated areas, WA Labor and Industries has approved 60 to 70 locations for installation.

Thank you,



Donald McLellan

AMAROK, LLC

550 Assembly St., 5th Floor, Columbia, SC 29201

Direct Phone: 803-404-6186 | Main Phone: 803-786-6333 | Fax: 803-404-5378

ULTIMATE PERIMETER SECURITY

EXISTING CODE

Olympia Municipal Code Chapter 18.40.060(C)(10)

10. Electric fences. It is unlawful to erect or install or maintain any electric fence within the city limits except for low-voltage, solar fences installed atop a 6-foot non-electric fence for the purposes of protecting farms or agricultural animals. "Electric fence" means any fence with above-ground electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of retaining or excluding any animals, livestock, or persons.

REQUESTED REVISION

Olympia Municipal Code Chapter 18.40.060(C)(10)

10. Electric fences. Other than in the commercial and industrial zones, electrically charged fences are not permitted. Electrically charged fences within the commercial and industrial zones shall adhere to the following standards. These standards shall not apply to underground pet fences, invisible fences and wireless pet collar fences that are used to contain household pets.

1. Within the commercial and industrial zones the electrical charge of an electric fence must be noncontinuous and the electric fence controller shall be approved by a Nationally Recognized Testing Laboratory (NRTL) or meet the testing standards of the NRTL. It is further provided that electric fences in the commercial and industrial zones that abut any public street or right-of-way shall include signs of not less than 30 square inches in size posted at least every 50 feet on the fence, stating that the fence is charged with electricity.

2. Within the commercial and industrial zones the construction and use of electric fences shall be allowed in the city only as provided in this section and subject to the following:

a. *Electrification.*

i. The energy source (energizer) for electric fences must be provided by a storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a trickle charger.

ii. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

b. Permit Fence or Wall. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than five feet.

c. Location. Electric fences shall be permitted on any nonresidential outdoor storage areas.

d. *Height.* Electric fences shall not exceed the higher of 10 feet in height or 2 feet higher than the perimeter fence.

e. Warning Signs. Electric fences shall be clearly identified with warning signs that read "Warning – Electric Fence" at intervals less than 50 feet. Signs shall also contain imagery or symbols that allows non-English speaking individuals to understand that the fence is electrically charged, e.g., lightning bolts.

f. The permitting process for electric fences shall be governed and regulated in accordance with the regulations for burglar alarms under city code.

g. Any fence located within a front setback that features a locking gate or similar security device shall provide emergency access in a manner acceptable to the fire marshal.



marine
connection
BOAT SALES































Cari Hornbein

From: Sandler & Seppanen <Laurel.Lodge@Comcast.Net>
Sent: Saturday, May 21, 2022 11:49 AM
To: Cari Hornbein
Subject: Comment on AMAROK, LLC proposing a text amendment to Chapter 18.40 of the Olympia Municipal Code.

Cari Hornbein,

Thank you for the opportunity to provide comment in opposition to a proposed amendment to Chapter 18.40 of the Olympia Municipal Code to allow electric security fences in commercial and industrial zoning districts as proposed by a seller of such electrical security fencing systems.

The company proposing this system presents the case that all commercial and industrial areas in Olympia are subject to rising crime rates and need the additional protection of fencing that not only provides warnings of intrusions but gives a shock to intruders. The evidence given for the code change is: "crime has been spiraling out of control across the country" and thus must also be a concern in Olympia, Washington. I don't buy it for one second.

I allow that there could be circumstances when individual commercial and industrial businesses have need for higher level security protection than offered by traditional warning security systems. Those specific cases can be addressed by a variance to the code. There is no evidence of a generic need for such security in our commercial and industrial zone. It is, therefore, not appropriate to change to more permissive code language.

The issue reminds me of the often-quoted Mending Walls poem by Robert Frost. The stone fence mender of the poem asks his neighbor why they need a property line fence. They have no animals to keep in or out. The neighbor offers "Good fences make good neighbors" without further explanation. The stone fence mender then considers to himself:

Before I built a wall I'd ask to know
What I was walling in or walling out,
And to whom I was like to give offense.

I argue that it is appropriate before putting in an electronic security fencing system that the community ask who is being walled in or out and why. That asking happens when we require a request for a variance to the code rather than having a permissive code that requires no community consideration. I recommend the current code remain unchanged.

Loretta Seppanen
Olympia resident

Cari Hornbein

From: Todd Kelley <toddkelley@i-5cars.com>
Sent: Monday, July 18, 2022 11:38 AM
To: Cari Hornbein
Subject: Planning Commission Briefing on Proposed Code Amendments - Electric Security Fences

Good afternoon Cari,

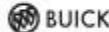
Heidi Pehl asked me to be in tonight's meeting on her behalf. The only comment I can provide is that we would like to gate our entrance to both properties. If we could do this with a city-supplied lock and key, that would really help with unwanted traffic after hours. Please let me know if there is anything else I could do to help get that accomplished.

Thank you,

Todd Kelley
Service Manager
Volkswagen of Olympia



BE BOLD. BE KIND.
BE **AWESOME**.™



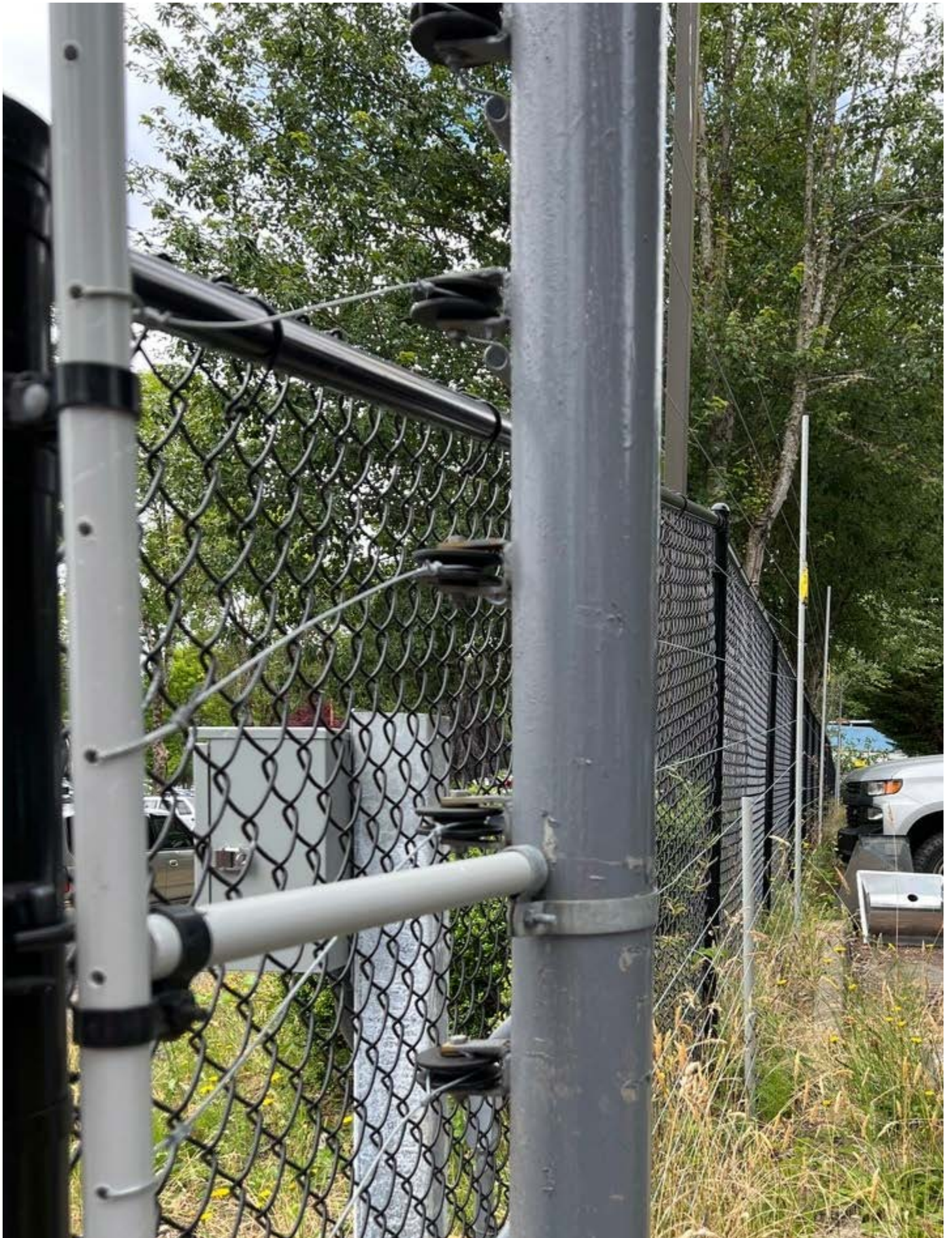
Cari Hornbein

From: Greg Anderson <ganderson@tituswill.com>
Sent: Monday, July 18, 2022 12:21 PM
To: Cari Hornbein
Subject: Re: Planning Commission Briefing on Proposed Code Amendments - Electric Security Fences

Good afternoon Cari,

I will be on the zoom call this evening. We are requesting the city look at revising the fencing code to enable us to activate our electric fencing around our holding lot. We currently have this same fencing by Amarok at our Chevrolet store in Parkland and it has worked flawlessly for us. We use to have break-ins to that lot almost nightly with theft issues ranging from stereo's, wheels & tires, catalytic converters, etc. You name it, it happened. We have not had one instance since installing this system. I have included photos of our lot in Olympia that has the fencing installed, but we are currently unable to activate it to the voltage capacity of 7,000 Volts without a revision. There are signs all around the perimeter clearly making anyone aware not to enter and there is absolutely no danger to any pedestrians walking by or even getting close as the electric fence is inside our perimeter fence. You physically have to be trespassing in order to touch it. Thank you for your time and please let me know if there are any questions.









**Nisqually Indian Tribe
4820 She-Nah-Num Dr. S.E.
Olympia, WA 98513
(360) 456-5221**

August 4, 2022

To: Cari Hornbein, Senior Planner
City of Olympia
Community Planning and Development
601 4th Avenue
Olympia WA 98507

**Re: FW: City of Olympia - Notice of Public Hearing - 22-0947 Fence
Code Amendments**

The Nisqually Indian Tribe's THPO has reviewed the notice of public hearing that you provided for the above-named project and has no specific comments or concerns at this time. Please keep us informed if there are any Inadvertent Discoveries of Archaeological Resources/Human Burials.

Although the Nisqually Indian Tribe has no specific comments at this time, we respect the traditional cultural knowledge of affected tribes and support their opinions on this matter as well.

Sincerely,

Brad Beach, THPO
Nisqually Indian Tribe
360-528-1084
360-456-5221 ext 1277
beach.brad@nisqually-nsn.gov

Cari Hornbein

From: Sandler & Seppanen <Laurel.Lodge@Comcast.Net>
Sent: Monday, August 15, 2022 11:01 AM
To: Cari Hornbein
Subject: File No 22-0947 - comment on code change request going before Planning Commission

RE: File No. 22-0947: Text amendments to Olympia Municipal Code, Chapter 18.40, Property Development and Protection Standards, to allow the use of electric security fences within Olympia's commercial and industrial zone districts to protect property.

Planning Commission,

I ask the City of Olympia Planning Commission to not adopt the proposed text amendments to Chapter 18.40. The reasons are:

- **Sole non-resident beneficiary:** The only entity seeking this change is an out of state company that has a financial interest in more easily selling their product, permanent electrical security fencing, in the city commercial and industrial zones. Code changes should be limited to those that have a benefit to residents, to the natural environment or to meet law changes.
- **No justification of need:** The entity requesting this change presented non-specific threats to life and property that justify the need for electric security systems. I live here and do not find general evidence of a compelling need as I listen to neighbors and the various local media.
- **Alternative process exists for local businesses:** A local business might want electrical fencing. That business can request an exemption to the current code. There is no need for a citywide approach.

Loretta Seppanen
2919 Orange Street SE
Olympia, 98501

Cari Hornbein

From: hollychisa <hollychisa@hpcadvocacy.com>
Sent: Monday, September 19, 2022 1:40 PM
To: David Ginther
Cc: Michael Pate; Donald McLellan; Cari Hornbein
Subject: Answering questions regarding electrical alarm system before Commission
Attachments: Written Testimonial- Other - Yamaha of Beaufort - Beaufort SC.PDF; Written Testimonial- Trucking - Old Dominion - Cleveland OH.PDF; Written Testimonial- Auto Dealers - Kenworth - Fort Lauderdale FL.PDF; Written Testimonial- Auto Auction - Brashers Auto Auction - Portland OR.PDF; Written Testimonial- Transportation - AAA Cooper - Chicago IL.PDF; Written Testimonial- Transportation - ABF Freight - Chicago Illinois.PDF; Written Testimonial- Auto Auction - Copart - Davison MI.PDF; Written Testimonial- Distribution - SAIA - Toledo OH.PDF; Written Testimonial- Construction - Dunleavy Construction - Chicagoland IL.PDF.mailloc; Written Testimonial- Auto Dismantler - LKQ - Dallas TX.PDF

Importance: High

To the members of the Olympia Planning Commission,

This evening you'll further discuss code change language to allow for limited installation of electrical alarm systems within Olympia. Specific industries – including those at the auto mall fighting catalytic converter theft – have requested this code change along with system providers like ours. This alarm system would allow some businesses within the city that meet specific fencing requirements to also install this alarm system behind their permanent fence.

There have been two specific questions that have been raised by Commissioners I will attempt to address via this email.

The first question - Aren't there other methods to secure property than using an electrified system?

Yes, there are. This is one option of many to secure property, and not all businesses that qualify will elect to use this system. There are also options to manage landscaping, hire security companies, install fencing with razor wire on top, and other options. This is one additional tool that specific industries have found to be successful in deterring theft from their property. It is not the only solution, but a specific alarm system that businesses would like to utilize in Olympia.

The second question – Does this deter theft generally within a community when installed in individual sites?

This is not data we can provide. We cannot prove the number of times an individual has chosen not to climb over a fence when this security system is installed. There are no general statistics available on how many times someone has chosen not to steal from a property. What we can confirm is that individual businesses that have installed the system do find a reduction of theft from their property. Those testimonial letters are attached. Companies that have installed electric security systems such as those proposed here have found individual success in property crime reduction.

As tonight is not a public hearing, we will not be providing testimony. However, Michael Pate with AMAROK will again be available during the meeting to answer any questions you may have regarding these alarm systems.

Respectfully,

Holly Chisa
On behalf of AMAROK

PO Box 1414
Olympia, WA. 98507
(360)791-6647
hollychisa@hpcadvocacy.com

hollychisa@comcast.net is no longer a valid email



Yes, you should have installed The Electric Guard Dog yesterday.

May 17, 2011

It was about 9 years ago and I was tired of dealing with the frustrating and time consuming issues related to stolen stereos, petty vandalism and other irritating circumstances caused by criminals that were either climbing over barbed wire or cutting fences to gain entry to our facility.

"Why didn't we do this sooner?" was the only question I was left asking myself after The Electric Guard Dog installed their security system at our 28-acre auto auction located near Portland, Oregon. Installation was professional, quick and the problems literally stopped overnight. The Electric Guard Dog was a 100% success.

There was only one time someone made it through the fence in the years since—but the fence still did its job while leaving a lasting impression on the intruder. An alarm was tripped when the fence was discharged and police were called to arrest an individual that didn't want to risk another encounter with the Electric Guard Dog on the way out.

The Electric Guard Dog has been the most reliable, cost effective and complete solution to securing our business facilities. I would recommend that you implement The Electric Guard Dog now. It absolutely works.

Rob Wassom
Sales Manager
Brasher's Portland Auto Auction



Rich,

Copart is the premier destination for quality vehicles. Our technology makes it easy to find, bid and win the vehicles our Members are looking for. Members can choose from classics, early and late model cars and trucks, industrial vehicles and more. We sell over one million vehicles each year, and have thousands up for auction every day. Our success has earned us a place on the Forbes America's Best Small Companies list nine years in a row.

Ever since installing Electric Guard Dog we have not had any external theft. The 3 layers of deterrent are truly effective at keeping the bad guys out. I would highly recommend Electric Guard Dog to any company trying to diminish outside theft.

Respectfully,

Michael Wheat

Michael Wheat

General Manager



2909 S. Andrews Avenue
Fort Lauderdale, FL 33316
954.523.5484

Kenworth of South Florida is your South Florida authorized dealer for Kenworth Commercial Trucks. We also stock the widest selection of pre-owned trucks. Whether you are looking for a new or used commercial truck, there's only one place to go, Kenworth of South Florida. We also offer some of the best financing options available in the Commercial truck business. We also have a full service department and parts department and all of our staff members are factory trained, certified technicians.

We made the decision to install Electric Guard Dog at our Fort Lauderdale location. We had employed a guard for years on site. Not only did Electric Guard Dog improve our perimeter security, it also saved our company monies on a monthly basis. With the inventory we carry, customers love us, but unfortunately makes us a prime target for theft.

We cannot afford to risk the reputation or insurance costs of a truck theft.

Since then we have decided to install Electric Guard Dog in our Naples Florida facility as well.

The fence has proven true to its word. **Electric Guard Dog STOPS Crime Before it Happens.**

Kenworth of South Florida Trusts the Security of Millions of Dollars of Inventory to Electric Guard Dog. I am happy to provide a reference for "EGD" at any time.

Thank you,

A handwritten signature in blue ink, appearing to read 'Marc Davis', written over a horizontal line.

Marc Davis
General Manager



September 2nd, 2014

Dear Shara,

Up until we signed a contract with Electric Guard Dog, here at LkQ we were having a serious problem.

We were having nightly break-ins, with one notable instance costing us over \$120,000. Because we absolutely could not afford to go without, we were forced to pay a local law enforcement professional \$37.00/hour to watch our yard from the minute it started getting dark until dawn every day. Unfortunately, though this helped reduce our losses, it was extremely expensive. It also required me to get up every time someone was caught, drive to work and agree that we would like to prosecute. When I got back to work the next day, I would spend a portion of my day documenting any and all losses from the night before. A \$40,000 metal fence was installed. It didn't even slow them down.

If the theft wasn't enough, we also had a nearby drug dealer come over and threaten my life personally because I was costing him business. Our office windows are now bulletproof.

In 2009 our company was bought out and the new owners saw fit to install The Electric Guard Dog fence. Since then, we have had ZERO break-ins. Zero. The combination of electrified fence and alarm has made breaking into our facility more trouble than it is worth. Now, don't get me wrong, we are still in a troublesome area but now the criminals would rather break-in next door.

I would absolutely recommend this system to anyone that is dealing with crime. For a fraction of the cost of other options and a tiny portion of the amount we were losing, it has been 100% effective. It is also keeping our site safer for myself and our valued employees, which is priceless.

Sincerely,

Donna Winn

Site Manager

LKQ Greenleaf – Dallas



Rich,

Today, Saia's network of 147 terminals covers 34 states in the U.S. as well as Canada. Through our network of partners we serve the balance of the U.S. including Alaska and Hawaii, plus Puerto Rico and Mexico. Through our three operating service groups – Saia LTL, Saia Truckload Plus, and Saia Logistic Services – we provide complete transportation and logistics solutions.

At Saia Inc., success comes down to taking care of the people who matter most – our customers, our employees and our shareholders. The rest will take care of itself.

*"Provide best-in-class service – as defined by our customers – through **quality** processes in an environment that **respects** employees, **advocates** safety, **recognizes** excellence, and **builds** shareholder value."*

When it came down to our security provider, we wanted a company who values their customers just as much as we do. Electric Guard Dog protects our people, our assets, and our customer's product. EGD doesn't get distracted a way a guard can, and it cannot be disarmed or silenced. We know that we are in good hands with EGD.

I would highly recommend any company currently experiencing theft or that is looking to upgrade their current security. Electric Guard Dog has kept our people and assets safe and that's what you should get from your security provider. Stop theft, install EGD!

Wade Conner – Terminal Manager - Toledo, OH

A handwritten signature in black ink, appearing to read "Wade Conner", written over a horizontal line.



Yamaha of Beaufort

60 Savannah Highway, Beaufort, SC 29906

Hi Trevor,

Yamaha of Beaufort is a Yamaha motorcycle dealership located at 60 Savannah Highway in Beaufort, SC.

I am writing this letter to share my experience about Electric Guard Dog and how they literally saved my business.

Prior to 2005 I was getting broken into monthly. I can't express the burden the crime, vandalism and fence-cuts were putting on myself and the business.

After we installed Electric Guard Dog the crime stopped right away. The product and service are both simply incredible!

I saved thousands of dollars by choosing Electric Guard Dog as a security partner along with the time and headache burden often associated with theft.

Electric Guard Dog is an AWESOME PRODUCT and I would highly recommend them. I'd be happy to speak with anyone to share my experience.

Sincerely,

A handwritten signature in black ink that reads "Danny Sutcliffe". The signature is fluid and cursive, with a stylized "S" at the end.

Danny Sutcliffe,
Owner
(843) 525-1711



Dear Alex,

We installed Electric Guard Dog in 2009 and have not had one break in since! Over the past 6 years we have found the electric fence to be the best perimeter security option on the market. Electric Guard Dog is cost-effective with low monthly payments and no upfront costs. They give us all the support we need with having a service technician come out if anything goes wrong with the fence. The only time we have issues with the system is when our drivers back into the fence. All we have to do is place a service ticket and a technician will be out right away at no additional cost to us.

We look forward to many more years with Electric Guard Dog. I would recommend Electric Guard Dog to any company what wants their outdoor assets to be protected.

Thanks,

Todd Bloomquist
Service Center Manager

4300 West 73rd Street
Chicago, Illinois 60629
(773) 496-5662



Alex,

Before Electric Guard Dog we trusted a guard service to protect our terminal during nights and weekends. On a few different occasions I came to the terminal during non-business hours and found the guard sleeping. After realizing that we were paying for a guard to sleep while on duty I decided to switch to Electric Guard Dog.

We have not had one theft issue since we installed you in 2012. Your service technician Tim is great and always responds in a timely matter. Electric Guard Dog is more cost effective than a guard and never sleeps. I would recommend Electric Guard Dog to any business that wants a security system that truly works.

Thanks,

Mike Reed
Branch Manager
5300 W 47th Street
Chicago, Illinois 60638



Helping The World Keep Promises®

February 22, 2018

Dear Rich,

Based in Thomasville, North Carolina, Old Dominion has 222 LTL shipping service centers, 32 transfer points and over 15,000 full-time employees who work to provide an extraordinary level of customer service to nine major regions and thousands of direct shipping points in the lower 48 states.

With having this many shipping centers and points of contact, it was imperative to us to have a great security provider. We wanted the peace of mind knowing that our assets and products were safe.

We are happy to inform that ever since installing the fence we have not had one break-in. There is no other theft deterrent as effective as Electric Guard Dog. It does what it's supposed to do; stops theft!

Respectfully,

DocuSigned by:

Dave Miller

071B7241C0CB452...

Dave Miller

Old Dominion



City Council

Approval of an Ordinance Adopting the City of Olympia Comprehensive Emergency Management Plan

Agenda Date: 1/31/2023
Agenda Item Number: 4.N
File Number:23-0071

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

Title

Approval of an Ordinance Adopting the City of Olympia Comprehensive Emergency Management Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the Ordinance Adopting the Comprehensive Emergency Management Plan and authorize the City Attorney to sign the letter of promulgation.

Report

Issue:

Emergency management in Olympia is defined and described in the City of Olympia, Comprehensive Emergency Management Plan (CEMP). The CEMP was updated and re-written in places to conform to current State and Federal guidelines. The format and some language were changed to the document to make it more accessible and user-friendly for staff.

Staff Contact:

Mike Buchanan, Interim Deputy Fire Chief, 360.628.2444

Presenter(s):

Mike Buchanan, Interim Deputy Fire Chief

Background and Analysis:

Background and Analysis did not change from first to second reading.

The Comprehensive Emergency Management Plan (CEMP) must be reviewed and updated every 5 years. A current CEMP is a requirement for Emergency Management grant programs. It has been 6 years since the last update. An additional year was added to the review cycle for all jurisdictions due to the Covid-19 Pandemic.

The material in the old plan was accurate but could be challenging for staff to use who are not familiar with Emergency Management/ FEMA language and systems. Patrick Knouff, currently with the City's Public Works Department, who completed the 2016 update, took 5+ years of experience managing the City's Emergency Management program and modified the plan to make the 2022 update more accessible for staff while staying in compliance with current federal regulations. Staff from each department reviewed applicable sections to ensure that the plan represented actual response actions taken during large, complex events. Despite the changes, the updated CEMP still aligns with the County and State CEMPs.

The State reviews CEMPs and considers their "consistency with the National Response Framework, the National Incident Management System, and the Washington State Comprehensive Emergency Management Plan while complying with the content requirements of Chapter 118-30-060 WAC and Chapter 38.52.070 RCW." The State responded that Olympia's CEMP was well-written, easy to understand, and included the necessary information for the administration of an emergency management program.

It is impossible to know what disaster will hit and when, therefore the CEMP is written using the industry standard, "All-Hazard" approach. The CEMP does not provide a detailed checklist of how to respond to an earthquake or a severe winter storm. Instead, it provides guiding principles on how to organize a response effort and collaborate and coordinate with neighboring jurisdictions. The CEMP identifies the strengths of each department and how City resources are incorporated into response and recovery efforts.

Climate Analysis:

The process of updating the CEMP started in 2021 before the Climate Framework process was established. The CEMP does recognize severe weather hazards and addresses these hazards utilizing an all-hazards approach. An all-hazards approach to emergency preparedness planning focuses on capacities and capabilities that are critical to preparedness for a full spectrum of emergencies or disasters, including internal emergencies, man-made emergencies (or both), or natural disasters.

Equity Analysis:

The process of updating the CEMP started in 2021 before the Equity Framework process was established. The CEMP does recognize the importance of equity and inclusion and these important principles are addressed in the Concept of Operations, Whole Community, and Non-discrimination sections of the CEMP.

Whole Community is a means by which residents, emergency management practitioners, organizational community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. Whole Community includes individuals and families, including those identified as at-risk or vulnerable populations; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including state, local, territorial, and federal partners.

Neighborhood/Community Interests (if known):

The community has an interest in the City having a Comprehensive Emergency Management Plan ensure preparedness for a full spectrum of emergencies or disasters, including internal emergencies,

man-made emergencies (or both), or natural disasters.

Options:

1. Move to approve the ordinance adopting the Comprehensive Emergency Management Plan on second reading and authorize the City Attorney to sign the promulgation letter.
2. Do not approve the ordinance adopting the Comprehensive Emergency Management Plan on second reading and authorize the City Attorney to sign the promulgation letter.

Financial Impact:

There are no direct financial impacts, but the CEMP is designed to streamline response and recovery efforts in the City. It helps the City use resources efficiently and provides a framework for tracking costs which is essential during the federal reimbursement process

Note: Once the plan is approved, hard copies will be distributed as needed and the document will also be made available online.

Attachments:

Ordinance
Promulgation Letter
2022 CEMP Update
2022 City of Olympia CEMP Review by WA EMD

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 2.24.070 RELATING TO ADOPTION OF AN EMERGENCY MANAGEMENT PLAN

WHEREAS, Olympia Municipal Code (OMC) Chapter 2.24 establishes the Department of Emergency Management; and

WHEREAS, OMC 2.24.070 adopts by reference the City of Olympia Comprehensive Emergency Management Plan (the CEMP), dated January 2016; and

WHEREAS, the CEMP has been updated to be consistent with State and Federal emergency management plans; and

WHEREAS, the City Council wishes to adopt by reference the City of Olympia Comprehensive Emergency Management Plan dated December 2022, and amend OMC 2.24.070 accordingly;

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

Section 1. Amendment of OMC 2.24.070. Olympia Municipal Code Section 2.24.070 is hereby amended to read as follows:

2.24.070 Adoption of Emergency Management Plan

There is adopted for the City of Olympia a Comprehensive Emergency Management Plan dated ~~January 2016~~ December 2022, including appendices and its ~~Annex A—Counter Terrorism~~, one (1) copy of which is on file in the office of the City Clerk and available for public inspection insofar as permitted by law. This plan is adopted by reference as though fully set forth herein. The emergency support function (ESF) of said plan, pertaining to operational matters, may be amended from time to time by the City Manager to reflect changed conditions or different standards applicable to Olympia.

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 five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



January _____, 2023

To Whom It May Concern:

Ordinance No. _____ is the official document of promulgation for the City of Olympia's Comprehensive Emergency Management Plan dated December 2022. A copy of Ordinance No. _____ can be found in the Comprehensive Emergency Plan Appendices: Ordinances and Resolutions.

Sincerely,

Mark Barber
City Attorney



Comprehensive Emergency Management Plan

City of Olympia

Updated 1.11.2023

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Director of Emergency Management Approval



December 1, 2022

City of Olympia | Capital of Washington State

P.O. Box 1967, Olympia, WA 98507-1967

olympiawa.gov

To the Citizens and Employees of the City of Olympia:

On behalf of the Olympia City Council, I am very pleased to present the updated City of Olympia Comprehensive Emergency Management Plan (CEMP). The 2022 CEMP is hereby promulgated and supersedes the previous 2016 Edition of the City of Olympia CEMP. This plan is in conformance with the Washington State Comprehensive Emergency Management Plan and the National Incident Management System. The City of Olympia Comprehensive Management Plan is an all-hazards plan which provides the necessary framework for mitigation, preparedness, response, and recovery.

The purpose of this plan is to provide a framework for the coordination and mobilization of internal/external resources. The plan:

- Identifies authorities and assigns responsibilities for planning, response, and recovery activities.
- Identifies the scope of potential hazards that form the basis for planning.
- Establishes the emergency management organizational structure that will coordinate the response.
- Identifies those departments and offices tasked with specific responsibilities for carrying out plans and operations defined within this plan.
- Identifies other jurisdictions and entities with whom planning, and emergency response activities are to be coordinated.
- Outlines the process of disseminating emergency information and instructions to the public.
- Provides a line of succession in the absence of senior officials in accordance with City of Olympia Municipal Code 2.24.00 for declaring an emergency.

It is our expectation that departments, offices, divisions, and programs tasked with the development and maintenance of Standard Operating Procedures and checklists in this plan work with the Emergency Management Coordinator to ensure they actively support the implementation of this plan.

This plan is a dynamic document. An annual assessment process, accompanied by exercise and review, will ensure that this plan is learned, used, and modified as necessary to benefit the City of Olympia.

Thank you for your continued support, it is only through the combined efforts of all departments and employees in partnership with the citizens and businesses of the Olympia Community that we can achieve our goal of making the City of Olympia as disaster resilient as possible.

Sincerely,

Todd Carson,
Interim Fire Chief

Mayor: Cheryl Selby **Mayor Pro Tem:** Clark Gilman **City Manager:** Jay Burney
Councilmembers: Jim Cooper, Yến Huỳnh, Dani Madrone, Lisa Parshley, Dontae Payne

Promulgation

Promulgation is the act of formally proclaiming, announcing, or declaring a new statutory or administrative law such as an ordinance or resolution after its enactment. In some jurisdictions, the law cannot take effect until promulgation has occurred.

After a new law is approved, it is announced to the public through the publication of the text of the law in a government periodical and/or on official websites. As it relates to federal laws of extraordinary public importance the President of the United States of America may make an announcement through a national broadcast. Local laws are typically announced in local newspapers and published in bulletins or compendia of municipal regulations.

Ordinance No. TBD is the official document of promulgation for the City of Olympia's Comprehensive Emergency Management Plan. **Ordinance No. TBD** can be found in Appendix 1: Ordinance and Resolutions.

Executive Summary

City government is required by RCW and WAC to establish and maintain a program for disaster prevention, mitigation, preparedness, response, and recovery. The Fire Department: Emergency Management Division plans and coordinates response during major emergencies and/or disasters. Depending on the nature and scope of an incident, City personnel, services, and facilities may be reassigned to support emergency and disaster operations.

The Comprehensive Emergency Management Plan (CEMP) was developed to define the policies and procedures necessary for carrying out an emergency management program that ensures the preservation of lives, protection of property, and the execution of special measures. The duties of each City department, and various supporting agencies, are specified in the CEMP.

The CEMP also defines how the City of Olympia will coordinate with neighboring cities and towns, Thurston County, Washington State, and federal disaster relief and recovery resources.

The City doesn't use the Emergency Support Function (ESF) format when organizing roles and responsibilities. Most staff are not familiar with ESFs, so for clarity and ease of use, the City maintains a departmental organization and identifies which ESFs most closely align with the departments capabilities.

The Incident Command System is the coordination and resource management method used during emergency and disaster response and recovery operations.

The primary location for direction and control is the Emergency Operations Center located at the Fire Station 1, 100 Eastside Street N. E. Olympia, WA. Alternate Emergency Operations sites are identified in the plan.

This plan consists of a Basic Plan, which defines emergency management in the City of Olympia, City Department Annexes, that describe the roles and responsibilities of each department as they relate to emergency management, and several supporting documents.

Periodic review and revision as well as training and exercise are required to assure that the plan can be effectively implemented in a time of emergency.

What is a Comprehensive Emergency Management Plan?

A Comprehensive Emergency Management Plan (CEMP) is a written basic plan with elements that address all natural and man-made emergencies and disasters that may occur in a federal, state, or local government. An effective and efficient CEMP approaches these emergencies and disasters from an all-hazards perspective, meaning rather than developing a separate plan for each threat or hazard, the focus is placed on addressing the potential impacts of any given threat or hazard. For example, a potential impact could be a power outage. The outage may be caused by any number of hazards including a storm, an earthquake, an accident, etc. All hazards planning argues, regardless of the cause, similar processes will be taken to restore power, therefore time and resources should not be wasted on trying to develop a plan for every possible scenario. Instead, the focus should be placed on developing a general command structure and identifying critical infrastructure within the City, that if compromised or destroyed, could have significant impacts on life safety, property, the economy, etc.

The City of Olympia's Comprehensive Emergency Management Plan specifies the purpose, organization, responsibilities, and role of City of Olympia in the prevention of, mitigation of, preparation for, response to, and recovery from emergencies and disasters as well as the facilities, agencies, and officials involved in each phase of emergency management.

Emergency Management in the City of Olympia: A History

The City of Olympia began providing recognized Emergency Management Services in 1980. In 1982 an Emergency Management Plan was developed in collaboration with the City of Tumwater. Olympia Fire Chief Rambo and Tumwater Fire Chief Ridgeway authored the initial plan.

In 1995 the collaboration with the City of Tumwater concluded and consultant Bob Hamblin was brought on to develop a new Comprehensive Emergency Management Plan for the City of Olympia. In 2000, Bob Hamblin partnered with the City's Emergency Management Coordinator, Assistant Chief Wright, to conduct a comprehensive update to the 1995 Comprehensive Emergency Management Plan.

Following the comprehensive update, Deputy Chief Wright continued to maintain and update the Comprehensive Emergency Management Plan from 2000 to 2014. In early 2014 Deputy Chief Wright compiled all applicable revisions and submitted them to the State Emergency Operations Center for review. Feedback was provided suggesting major revisions and updates to format and content within the Plan.

In August of 2014, Deputy Chief Wright brought on consultant, Patrick Knouff, to undertake the major revisions and updates suggested by the State Emergency Operations Center. In 2022 Patrick Knouff, now the City's Emergency Management Coordinator, and Interim Deputy Chief Mike Buchanan completed the next update to the City's CEMP.

The Comprehensive Emergency Management Plan has been used consistently in part and in whole for incidents like the Y2K bug in December 1999/ January 2000 and in the aftermath of the terrorist attacks on September 11, 2001, major flooding in December 2007 and 2008, the Nisqually Earthquake in February 2001, and the severe winter storms of December 2006, January 2009, and January 2012, February 2019, February 2020, and February 2021, and the Covid-19 pandemic.

Introduction

Mission

It is the responsibility of the government of the City of Olympia, with the assistance and support of its citizens, to take appropriate action to mitigate the effects of disasters. The Comprehensive Emergency Management Plan defines the policies and procedures necessary for the preservation of lives, protection of property, and the execution of special measures needed to ensure effective and timely relief from a disaster.

Purpose

This plan is designed to guide city government behavior before, during, and after a disaster. The plan describes a comprehensive program that defines who does what, when, where, and how in order to mitigate, prepare for, respond to, and recover from the effects of natural, technological, and human-caused hazards.

Authorities

Local

Olympia Municipal Code 2.24 Department of Emergency Management
Inter-local Cooperative Agreement for Emergency Management among Thurston County, Bucoda, Lacey, Olympia, Rainier, Tenino, Tumwater, Yelm and the Nisqually Indian Tribe

State

Chapter 38.52 Revised Code of Washington (RCW): Emergency Management
Chapter 35.33 RCW: Budgets in Second and Third-Class, Towns, and First-Class Cities Under Three Hundred Thousand
Chapter 43.43 RCW: Washington State Patrol
Chapter 68.08 RCW: Human Remains
Washington Administrative Code (WAC) Title 118: Military Department, Emergency Management

Federal

The Disaster Relief Act of 1974, Public Law 93-288 as amended
The Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499 as amended
Emergency Planning and Community Right-to-know Act
Code of Federal Regulations: Title 44. Emergency Management and Assistance
United States Code: Title 42, Chapter 68. Disaster Relief
Federal Civil Defense Act of 1950, Public Law 81-920 as amended
Volunteer Protection Act of 1997, Public Law 105-19 as amended
Homeland Security Act of 2002, Public Law 107-296 as amended
Homeland Security Presidential Directive 5: Management of Domestic Incidents
Homeland Security Presidential Directive 8: National Preparedness
National Response Framework: 4th Edition

Incident Command System

The City of Olympia Emergency Operations Center operates under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Scope

The City of Olympia Comprehensive Emergency Management Plan encompasses all major incidents, emergencies, and disasters, which occur within city limits, and those situations, which may involve neighboring jurisdictions and require activation of special procedures for coordination of resources. The policies and procedures prescribed here, and the concept of operations established for disaster response and recovery, will apply to all hazards, regardless of the nature and scope. This plan uses structures and formats consistent with the Comprehensive Preparedness Guide 101, National Response Framework, the Thurston County CEMP and the Washington CEMP.

This plan applies to all City of Olympia government and cooperating agencies. It provides a foundation for: Establishing mutual understanding among government agencies, the business community, volunteers, and the public; Utilizing government and private sector resources efficiently and effectively; Coordinating with the emergency management plans and programs of the federal government, the State of Washington, emergency management jurisdictions within the county, and surrounding jurisdictions; Developing and maintaining disaster response capabilities; Identifying and applying hazard mitigation strategies; Educating the public, the business community, volunteers, and government; and Encouraging citizen self-sufficiency.

Physical copies of this plan have been provided to the City Council, City Manager, Fire Chief, Police Chief, and Public Works Director. Additionally, eight copies of this plan are stored in the City's primary EOC. The plan is also available on the City of Olympia's intranet and the City's Disaster and Emergency Preparedness website.

Situation Overview

Hazards Assessment

The City of Olympia is exposed to a variety of hazards with the potential to cause casualties, damage to private property and critical infrastructure. Olympia's hazards include but are not limited to earthquakes, severe weather, epidemic, urban fire, hazardous materials, flooding, volcanic eruption, civil disturbance, etc. Hazards can occur simultaneously or consecutively, such as a winter storm with flooding or an earthquake followed by an influenza epidemic. Impacts may occur from hazards occurring outside the city due to their effect on the supply of goods and services. This may include critical shortages of electricity, petroleum products, natural gas, and food. The Thurston Regional Hazard Mitigation Plan, published separately, provides detailed information on the Olympia's hazards and more.

Capabilities Assessment Summary

The Core Capabilities Assessment provides the City of Olympia with a baseline understanding of its needs, its current capacities, and activities that need to be implemented in order to bridge those capability gaps. It is a catalyst for the implementation of capability solutions, and the allocation of resources designed to reach or sustain these capability targets. It serves as a baseline assessment upon which progress toward building those capabilities can be tracked annually. In short, the assessment will assist The City of Olympia in building capabilities and capacities in a more efficient and effective manner. The City of Olympia participates in the Homeland Security Region 3 Capabilities Assessment as part of the State Preparedness Report (SPR).

Planning Assumptions

Emergency Management

Comprehensive emergency management includes activities to mitigate, plan/prepare for, respond to, and recover from the effects of a disaster. Implementation of this comprehensive emergency management plan will reduce disaster-related losses.

Initial response will focus on taking actions that have the highest potential to save the greatest number of lives.

Employees from a variety of city departments and offices are trained to staff the EOC as needed.

Some emergencies and disasters occur with sufficient advance notice, providing time to take prepare for and mitigate disaster impacts. Other emergencies will occur without notice. If an emergency or disaster occurs with little or no advance warning, then it will take time to staff and activate the EOC.

When local resources are exhausted or overwhelmed, the City of Olympia may activate mutual aid agreements or request support through the County ECC or State EOC. In responding to a disaster, the city is prepared to implement the provisions of RCW 38.52.110 regarding utilization of public and private resources.

Federal assistance may be available for disaster response and recovery operations under the provisions of the National Response Framework and Public Law 93- 288, when certain criteria are met.

Provision of City Services

The city will maintain essential services for as long as possible. Conditions may be of such magnitude and severity that some or all city services may be lost. The city will be unable to fulfill all emergency requests under these conditions.

Personal Responsibility

Emergency response assets and systems may be overwhelmed immediately following a disaster causing significant delays in service. Consequently, families and businesses should develop their own disaster plans and acquire emergency supplies that will allow them to remain self-sufficient for two weeks or more.

Limitations

Emergencies can be foreseen or unexpected, and in either circumstance they often retain levels of unpredictability that make emergency response difficult, complicated, and in some cases impossible. Consequently, the CEMP does not guarantee a perfect response. Assets and personnel may become overwhelmed in an emergency, and the city can only attempt to respond based on the situation and resources available at the time.

Policies

Nondiscrimination

No services will be denied on the basis of race, color, national origin, religion, sex, sexual orientation, age, socio-economic position, or disability. No special treatment will be extended to any persons or group over and above what normally would be expected in the way of City services under emergency conditions.

Suspension of Day-to-Day Activities

Day-to-day functions that do not directly contribute to response and recovery operations may be partially or completely suspended during an emergency or disaster. In those instances, staff may be temporarily reassigned to full unmet needs.

Duty to Report

Even on the worst days, staff still have a duty to report to work. When an individual is unable to safely report to work, they are required to contact their supervisor for further instructions. When applicable, staff are excused from the duty to report until they verify the health and safety of their immediate family.

Personal Preparedness

As noted previously, there are limitations to the City's ability to respond to an emergency or disaster. Individuals, households, and neighborhoods should plan and prepare to be without any local, state, or federal assistance for two weeks following a major disaster. The emergency management coordinator supplements personal preparedness in the city through a robust public education program.

Concept of Operations

Whole Community

"Whole Community is a means by which residents, emergency management practitioners, organizational community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. Whole Community includes individuals and families, including those identified as at-risk or vulnerable populations; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners."

Involving the Whole Community is a means by which Olympia residents, businesses, non-profit organizations, emergency management practitioners, organizational and community leaders, and government officials at all levels can collectively identify and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. The Whole Community approach attempts to engage the full capacity of the public, private and non-profit sectors. This includes businesses, faith-based and disability organizations, and the public, including people with Access and Functional Needs (AFN), people covered under the Americans with Disabilities Act (ADA), people with Limited English Proficiency (LEP), and culturally diverse populations. This engagement is in conjunction with the participation of local, tribal, state, and federal governmental partners. The Whole Community approach is incorporated throughout this CEMP.

Non-Discrimination

State and local governments carrying out emergency response and providing disaster assistance shall comply with all applicable non-discrimination provisions contained in RCW 49.60, Discrimination - Human Rights Commission, as well as in Public Law 110-325, Americans with Disabilities Act (ADA) of 1990 as amended with ADA Amendments Act of 2008.

Recipients of any federal funds must acknowledge and agree to comply with applicable provisions of federal civil rights laws and policies prohibiting discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of race, color, or national origin. Recipients of federal financial assistance must also take reasonable steps to provide meaningful access for persons with Limited English Proficiency (LEP) to their programs and services.

Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies issue guidance to grant recipients, assisting such organizations and entities in understanding their language access obligations. The Department of Homeland Security (DHS) published the required grant recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The guidance provides helpful information such as how a grant recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons.

The term Access and Functional Needs (AFN) has replaced “special needs,” “vulnerable,” “high-risk,” and similar terms. People with access or functional needs are those who may have additional needs before, during or after an incident in functional areas including, but not limited to maintaining health, independence, communication, transportation, support, services, self-determination, and medical care. Individuals in need of additional response assistance may include people who have disabilities, who live in institutionalized settings, who are older adults, who are children, who are from diverse cultures, who have limited English proficiency or who are non-English speaking, or who are transportation disadvantaged (National Preparedness Goal, September 2015).

The Pets Evacuation and Transportation Standards (PETS) Act amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act to ensure state and local emergency preparedness operational plans address the needs of individuals with household pets and service animals following a major disaster or emergency.

Leadership Intent

Reporting to the City Manager, the Fire Chief is responsible for the organization, administration, and operation of the emergency management program. Under the supervision of the Fire Chief, the Emergency Management Coordinator is responsible for managing and coordinating the city's day-to-day emergency management activities. The disaster response functions of City personnel will generally parallel day-to-day roles and responsibilities when possible. At the direction of the City's Executive leadership, operational objectives may be modified as needed depending on the nature or scope of an incident.

Incident Management

The City of Olympia Emergency Operations Center operates under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Operational Objectives

1. Life Safety

2. Incident Stabilization
3. Property Protection
4. Environmental Conservation
5. Restoration of Essential Utilities
6. Restoration of Essential Program Functions
7. Coordination among appropriate Stake holders

Modular Organization

The Incident Command System (ICS) organizational structure develops in a modular fashion based on the incident's size and complexity. The responsibility for the establishment and expansion of the ICS modular organization rests with the EOC Manager. As the incident grows more complex, the ICS organization may expand as functional responsibilities are delegated.

Span of Control

The number of individuals or resources that one supervisor can manage effectively during an incident. The optimal span of control is one supervisor to five subordinates. However, effective incident management may require ratios significantly different from this. This ratio is a guideline--incident personnel should use their best judgement to determine the appropriate ratio for an incident.

Common Terminology

Allows diverse incident management and support organizations to work together across a wide variety of emergency functions and hazard scenarios. Common terminology covers organizational functions, resource descriptions, and incident facilities.

Desired End-State / Outcome

Following a significant incident, the desired outcome is a stabilized community that is well positioned to begin recovery. Recovery should incorporate, when possible, mitigation and preparedness activities.

EOC Activation

When an incident occurs, activation may occur incrementally depending on the needs of the incident.

Level 3 – Normal Operations: Minor incidents that require interdepartmental coordination but can be addressed using existing City resources. Response doesn't extend beyond normal or preplanned hours of operation. Typically, 1 to 3 staff.

Level 2 – Partial Activation: Significant incidents that may require the use of mutual aid agreements and multi-jurisdictional response. Response may extend beyond normal hours of operation. Typically, 3 to 10 staff.

Level 1 – Full Activation: Major incidents with long-term impacts, representing a significant threat to life and property. Response extends beyond normal hours of operations and may require 24 staffing. Typically, 10 to 20 staff.

Direction, Control, and Coordination

Multi-Jurisdictional Coordination

The Thurston County Emergency Management Council facilitates multi-jurisdictional coordination between the County, cities, towns, tribes, etc. as well as coordination with special purpose districts, volunteer agencies, private businesses, etc. Thurston County Emergency Management leads coordination efforts with regional, state, and federal emergency management organizations. However, if necessary, the city can assume those responsibilities.

Response coordination includes in person meetings, teleconferencing, phone calls, or other forms of real-time communication. Possible outcomes may include:

- Joint statements or official declarations, including special warnings, instructions, statements, etc.
- Evacuation orders.
- Reentry policies.
- Curfew or the restriction of movement.
- Regulations or allocation of essential goods and services.
- Prioritization of response and recovery resources in the most effective and efficient manner.

Preparedness coordination includes meetings of the EMC on a recurring schedule, an annual joint preparedness exposition, semi-annual seminars for executives, the establishment of ad hoc subcommittees, and the creation of periodic work plans to accomplish joint objectives.

Mitigation coordination includes the development and implementation of the Hazard Mitigation Plan for the Thurston Region.

The National Preparedness Goal

“A secure and resilient nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”

Preparedness enhances the capacity to respond to an incident by ensuring individuals and organizations are ready when an incident occurs. Preparedness activities may include training, planning, procuring resources, etc.

Five Mission Areas

The five mission areas of Prevention, Protection, Mitigation, Response, and Recovery are broken down into 32 core capabilities. Some core capabilities fall within a single mission area, while others apply to multiple or all mission areas.

| Prevention | Protection | Mitigation | Response | Recovery |
|--------------------------------------|--|--|---|--|
| Planning | | | | |
| Public Information and Warning | | | | |
| Operational Coordination | | | | |
| Intelligence and Information Sharing | | Community Resilience Long-term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazards Identification | Infrastructure Systems | |
| Interdiction and Disruption | | | Critical Transportation Environmental Response/Health and Safety Fatality Management Services Fire Management and Suppression Logistics and Supply Chain Management Mass Care Services Mass Search and Rescue Operations On-scene Security, Protection, and Law Enforcement Operational Communications Public Health, Healthcare, and Emergency Medical Services Situational Assessment | Economic Recovery Health and Social Services Housing Natural and Cultural Resources |
| Screening, Search, and Detection | | | | |
| Forensics and Attribution | Access Control and Identity Verification Cybersecurity Physical Protective Measures Risk Management for Protection Programs and Activities Supply Chain Integrity and Security | | | |

Prevention

- The capabilities necessary to “avoid, prevent, or stop a threatened or actual act of terrorism.” Refer to Department Annexes for greater detail how the Prevention Mission area is pursued in the City of Olympia.

Protection

- The capabilities necessary to “protect citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.” Refer to Department Annexes for greater detail how the Protection Mission area is pursued in the City of Olympia.

Mitigation

- The capabilities necessary to “reduce the loss of life and property by lessening the impact of future disasters.” Refer to Department Annexes as well as the Thurston Region Hazard Mitigation Plan for greater detail how the Mitigation Mission area is pursued in the City of Olympia.

Response

- The capabilities necessary to “respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.”
- Response resources are activated and utilized incrementally as required by the nature and scope of the incident.
- Department emergency response plans and related actions are activated as needed.
- The Emergency Management Coordinator in consultation with the City Manager’s office and/or applicable department directors will evaluate and determine if the EOC needs to be activated and if so, at what level.
- Damage assessment information will be collected and organized in the EOC and forwarded to the County EOC as needed.

Refer to Department Sections for greater detail how the Response Mission area is pursued in the City of Olympia.

Recovery

- The capabilities necessary to “recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.” Refer to Department Annexes for greater detail how the Recovery Mission area is pursued in the City of Olympia. The Thurston Regional Disaster Recovery Framework is also currently being developed.

Continuity of Government

Continuity of government is ensured through leadership succession, backup communications systems, alternate operational locations, and preservation of essential records. If a city official charged with specific functions or duties becomes unable to perform, regardless of the cause, lines of succession have been established by each department to ensure the continuity of emergency operations.

Emergency Management Coordinator

In the absence of the Emergency Management Coordinator appointed by the Fire Chief (Director of Emergency Management), the Deputy Chief of the Fire Department will assume those duties. In the absence of the Deputy

Chief, the Fire Chief will assume those duties. In the absence of the Fire Chief, the Chief of Police or the Director of Public Works will assume those duties.

City Department Heads

Each City department head will establish procedures for succession. The department heads will ensure that all designated successors are familiar with their emergency responsibilities.

Temporary Seat of Government

If the primary meeting place of the City Council is not inhabitable, the EOC is the official location of government. When conditions warrant, relocation to a temporary seat of government in an adjacent city may be necessary. Relocation of other City services may also be necessary when operations cannot be conducted at primary locations.

Emergency Operations Center

Overall direction, control, and coordination of City response to an emergency, under the provisions of this plan, will be carried out at the City EOC. The Emergency Management Coordinator is responsible for ensuring operational readiness of the EOC. The EOC will provide the capability to receive and disseminate warnings and emergency public information to the public, collect and analyze damages, maintain contact with supporting EOC's in the cities of Lacey and Tumwater, Thurston County, and the State of Washington, provide direction and control of local response and recovery resources, and continue self-sufficient operations for at least fourteen days.

Activation

The following questions assist with determining the need for activation and at what level:

- Does the event require coordination of City resources that expands beyond everyday emergencies?
- Is the situation likely to improve or deteriorate?
- Will current resources become overwhelmed requiring the use of mutual aid agreements and emergency contracts?
- Will the event create unusual anxiety within the community?

The following indicators may also be used to help identify when an incident is escalating in complexity, requiring a more sophisticated response or EOC activation:

- Dynamic operating environment: Weather, daylight, terrain and/or other incident conditions are changing in such a way that the work environment is becoming increasingly hazardous.
- Inadequate resources: The incident requires specialized resources or a larger number of resources that aren't readily available.
- Multiple Operational Periods: The incident appears that it will exceed 8 hours of active response requiring additional operational periods.
- Incident Action Plan: The incident is growing in complexity requiring a formal planning process to support multiple operational periods. Failure to generate an Incident Action Plan may result in a loss of situational awareness, poor resource utilization, and/or increased safety risks for responders.
- Resource Tracking: As large amounts of resources arrive at the incident there is a need for detailed accountability of those resources. This is particularly true for external resources whose operational costs are not incorporated into the jurisdictions normal budget.
- Public Information: The nature of the incident is attracting a significant media presence requiring a formal public information system to manage and provide information to the public.

- **Legal Implications:** A police or L&I investigation is expected, the incident may result in a lawsuit, or an injury or fatality has occurred.

During normal operating hours, the City Manager, Fire Chief, or the Emergency Manager Coordinator will determine if the EOC should be activated. Department directors can request an activation. After hours activations are initiated by the Olympia Fire Department Duty Officer.

Primary Location

Olympia Fire Department, Headquarters Station - 100 Eastside Street NE.

Alternate Locations

Public Works Maintenance Shop - 1401 Eastside Street S.

Olympia Fire Department Station 2 - 330 Kenyon Ave NW.

Olympia Fire Department Station 3 - 2525 22nd Ave SE.

Olympia Fire Department Station 4 - 3525 Stoll Rd SE.

City Hall - 601 4th Ave E.

A location designated by the Emergency Manager.

Communications Capability

The EOC is equipped with the communications equipment necessary to effectively mobilize and coordinate City resources, and to communicate with Thurston County EOC and the State EOC. In addition to common communication systems like internet/email and digital voice, the EOC is equipped with landlines and a variety of radio systems.

Facility and Equipment

The EOC has adequate space to accommodate key City officials, department heads, support staff and others who are responsible for ensuring that essential services and functions continue under emergency conditions. The EOC has an emergency generator and a fourteen-day supply of fuel in place to support operations.

EOC Staffing

A EOC staffing list consisting of Emergency Management Committee members and reserve staff is maintained by the Emergency Management Coordinator. Each department provides the necessary personnel to support emergency response and recovery in the city.

Notification

Thurston Community Alert is a robust alerting system used internal notification as well as public alert and warning. The Emergency Management Coordinator maintains EOC distributions lists in the systems and is primary administrator for internal and external notifications/alerts. Several other EOC staff have been trained to access the system and administer alerts.

Protection of Essential Records

All departments shall identify records essential for continuity and preservation of government and provide for their protection. Essential records are those records needed in emergency and for the reestablishment of normal operations after a disaster.

Federal Proclamation of Disaster or Emergency

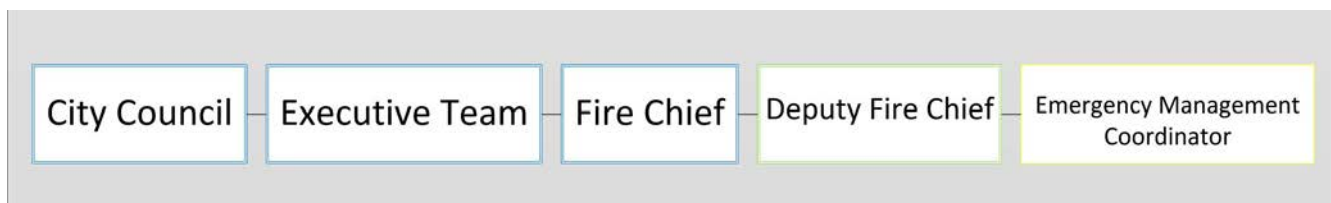
As local incidents progress and state capabilities will likely be exceeded, the Governor can request federal assistance, including assistance under the Disaster Relief Act of 1974, Public Law 93-288 as amended. The Disaster Relief Act authorizes the President to provide financial and other assistance to state and local governments, certain private nonprofit organizations, businesses, and disaster victims to support response, recovery, and mitigation efforts.

1. A major disaster proclamation could result from any natural or manmade event that the President determines warrants supplemental federal aid. A federal emergency proclamation is more limited in scope and does not include the long-term federal recovery programs of a major disaster proclamation.
2. When local conditions are such that a federal disaster proclamation may be appropriate, the Federal Emergency Management Agency (FEMA) will deploy a liaison to the State EOC to provide technical assistance including:
 - a. Assist in coordinating initial regional and field activities.
 - b. Assess the impact of the event, gauge immediate state needs, and make preliminary arrangements to set up operational field facilities.
 - c. Coordinate federal support until a Joint Field Office (JFO) is established.
 - d. Assist in establishing a Joint Information Center (JIC) to provide a central point for coordinating emergency public information activities.
3. The JFO is the central coordination point among local, tribal, state, and federal governments, as well as private sector and nongovernmental entities that are providing recovery assistance. Although the JFO uses an ICS structure, the JFO does not manage on-scene operations. Instead, the JFO focuses on providing support to on-scene efforts and conducting broader support to the disaster recovery that may extend beyond the incident site.

Organization

Normal Operations

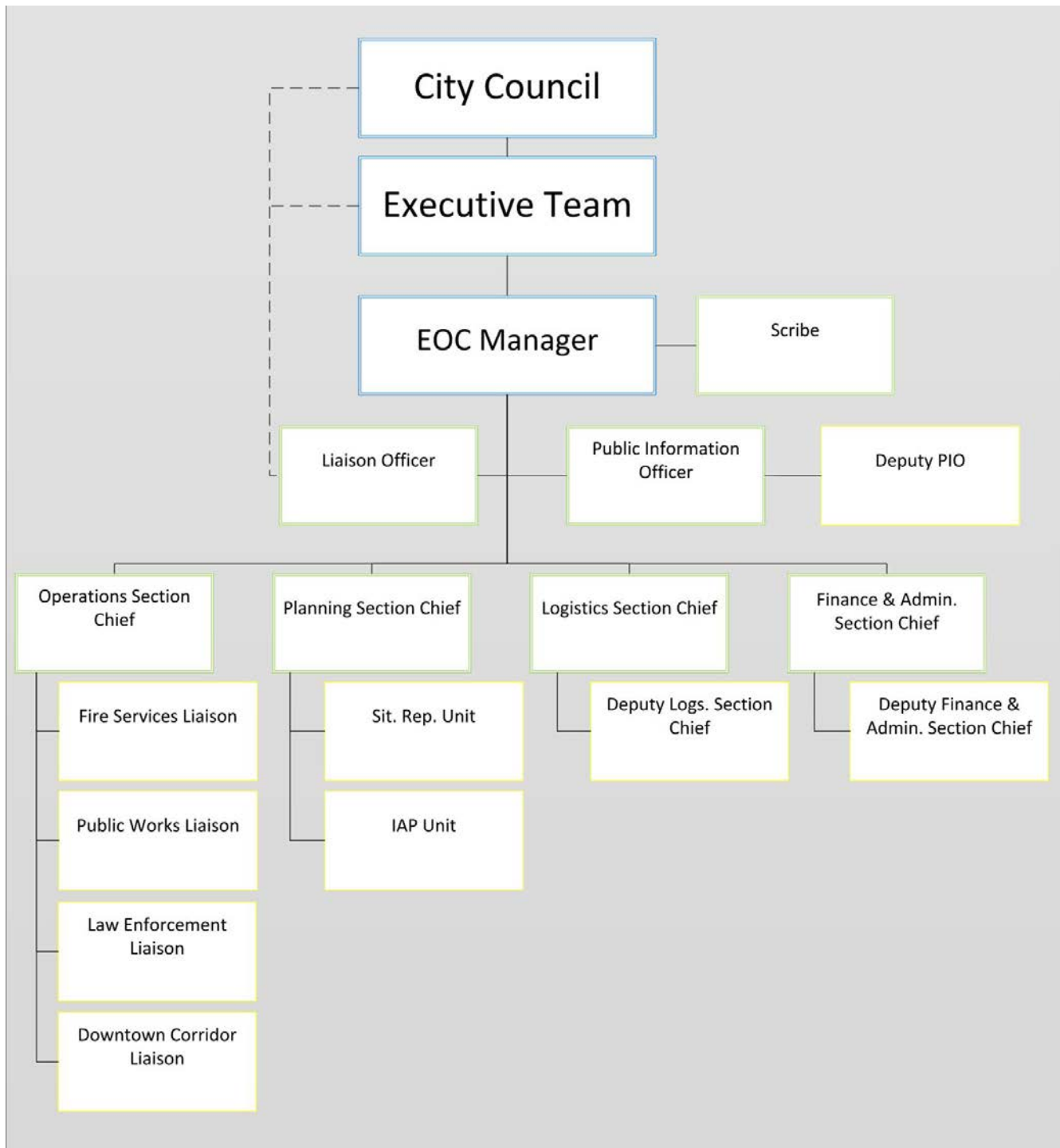
In accordance with Olympia Municipal Code 2.24 the Fire Chief has been designated by the City Manager as the director of emergency management. All program responsibilities have been delegated to the Emergency Management Coordinator. The Deputy Fire Chief supervises the Emergency Management Coordinator.



Activations

The Emergency Management Committee, which has representation from all city departments, establishes primary and 1st and 2nd alternates for all EOC positions. All EOC positions align with the Incident Command System.

The EOC staffing document details each Emergency Management Committee members EOC assignment. During activations the Emergency Management Coordinator acts as the EOC Manager. The EOC Manager coordinates with the Liaison Officer to provide the Executive Team and City Council regular situation reports.



Policy Decisions

Whether activated or under normal operations, policy decisions are referred to the Executive Team (City Manager, Assistant City Managers, and Department Directors.) Policy decisions that impact the budget, enter into agreements, make declarations, etc. are brought before city council for final consideration and approval.

Emergency Support Functions

The City doesn't use the Emergency Support Function (ESF) format when organizing roles and responsibilities. Most staff are not familiar with ESFs, so for clarity and ease of use, the City maintains a departmental organization and identifies which ESFs, noted below, most closely align with the department's capabilities.

| | |
|--|---|
| ESF-1: Transportation | ESF-8: Public Health and Medical Services |
| ESF-2: Communications | ESF-10: Oil and Hazardous Materials |
| ESF-3: Public Works and Engineering | ESF-11: Agriculture and Natural Resources |
| ESF-4: Fire Fighting | ESF-12: Energy |
| ESF-5: Emergency Management | ESF-13: Public Safety and Security |
| ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services | ESF-14: Long Term Community Recovery |
| ESF-7: Logistics Management and Resource Support | ESF-15: External Affairs |

The following matrix identifies the departments with primary (P) and secondary (S) ESF responsibilities.

| | City Manager | Community Planning and Development | Finance | Fire | Legal | Municipal Court | Parks, Art, and Recreation | Police | Public Works |
|--------|--------------|------------------------------------|---------|------|-------|-----------------|----------------------------|--------|--------------|
| ESF-1 | | | | | | | | | P |
| ESF-2 | P | | | S | | | | S | S |
| ESF-3 | | S | | | | | S | | P |
| ESF-4 | | | | P | | | | | |
| ESF-5 | S | S | S | P | S | S | S | S | S |
| ESF-6 | | S | | | | | P | | |
| ESF-7 | | | | S | | | P | | |
| ESF-8 | | | | P | | | | | |
| ESF-9 | | | | | | | | P | |
| ESF-10 | | | | P | | | | | |
| ESF-11 | | P | | | | | | | |
| ESF-12 | | | | S | | | | | P |
| ESF-13 | | | | | | | | P | |
| ESF-14 | S | P | S | S | S | S | S | S | S |
| ESF-15 | P | | | S | | | | S | S |

Roles and Responsibilities

All personnel, services, and facilities of the City of Olympia become part of the Incident Command System as needed in times of community crisis. As much as practical, the day-to-day organization of City departments will be maintained for disaster operations, unless otherwise detailed by this plan.

Mayor and City Council

The Mayor and City Council are ultimately responsible for public safety and welfare within the City. They shape or modify laws, policies, and budgets to aid preparedness efforts and improve emergency management and response capabilities. They should possess a clear understanding of emergency management roles and responsibilities. When appropriate, the mayor may need to address the public.

City Manager

The City Manager shares in the responsibilities of the mayor and city council and works with the liaison officer to keep the mayor and city council informed during response and recovery efforts.

Department Directors

Department directors appoint staff to support the emergency management coordinator in the development and sustainment of the emergency management program. Appointed staff will participate in training, exercises, and activations and establish department policies and procedures that support coordination of city resources during activations.

Emergency Management Committee

The emergency management committee provides guidance and support in the development and maintenance of an emergency management program and staffs the EOC during activations. The committee is comprised of department heads or their designees and other subject matter experts within the city. The committee also supports recovery efforts. As response shifts to recovery some staff may return to normal operations while other staff are reassigned to the committee.

Disaster Recovery Group

Similar to the Emergency Management Committee, the Disaster Recovery group consists of the City Manager, supported by as many of the department heads, their designees, or other City personnel as the City Manager feels are necessary to ensure effective recovery. The Disaster Recovery Group will be convened as soon as designated members are released from emergency response duties to assume active coordination of disaster recovery. Recovery directed activities might overlap emergency response activities provided that the immediate needs of the community are being met. Recovery activities include:

- Organize and staff the recovery effort.
- Coordinate the recovery of vital records and the restoration of records keeping capabilities.
- Coordinate recovery resource procurement.
- Coordinate public information as it relates to the recovery effort.
- Coordinate emergency debris and waste removal.
- Coordinate restoration and salvage.
- Act as the point of contact with the Federal Emergency Management Agency to ensure maximum benefits

from disaster programs for individuals and public entities.

Emergency Management Coordinator

The emergency management coordinator develops and maintains the City's Emergency Management Program under the guidance of the Deputy Fire Chief. The coordinator advises executive leadership on matters of disaster prevention, mitigation, preparedness, response, and recovery.

Thurston County

The necessary agreements, plans, and procedures are established to create a mutual aid relationship between the City of Olympia and Thurston County. The following assistance can be expected from each participating organization:

Thurston County Medic One

Administrative support of Advanced Life Support services and supplies to city EMS response. The Emergency Medical Services Unit at the EOC will coordinate Thurston County Medic One within the city as needed.

Thurston County Department of Emergency Management

Thurston County Emergency Management is the primary point of contact for all county preparedness, response, and recovery, and has been established under the provisions of RCW 38.52. Thurston County Department of Emergency Management will:

1. Coordinate acquisition of county mutual aid resources in support of emergency response and recovery in the city.
2. Activate the county EOC as a central direction and control point for all county activities related to the incident.

Thurston County Assessor

Provides maps, file information, and damage assessment information to the Damage Assessment Unit upon request. This should be coordinated through Thurston County Emergency Management.

Thurston County Coroner

Responsible for all activities relating to the removal, transportation, identification, and disposition of human remains. The Thurston County Coroner coordinates with the Police Department for handling human remains in the city.

Disaster Assistance Council

The Disaster Assistance Council, formed at the request and with the support of TCEM, shall coordinate the provision of disaster related humanitarian assistance and services to all citizens of the county. Members of the Disaster Assistance Council may include:

- American Red Cross
- Thurston County Food Bank
- Washington Information Network 2-1-1
- United Way
- Salvation Army
- Faith-based organizations
- Businesses

- Civic organizations
- Animal Services
- Housing Authority

Intercity Transit

Provide transportation resources in support of emergency response activities. Intercity Transit coordinates through the Thurston County Department of Emergency Management.

Washington State

Washington State, through its CEMP and the State EOC, coordinates all emergency management activities of the State to protect lives and property and preserve the environment. In addition, the State takes appropriate actions to mitigate the effects of, prepare for, respond to, and recover from the impacts of emergencies or disasters. Washington State is responsible for promoting resilience by implementing legislation that facilitates mitigation in all relevant function components of the government.

State government departments are responsible for providing various services such as specialized skills, technical assistance and training, equipment, and resources in support of state and local government emergency operations. State Government will also work with other states, the Regional FEMA Office and other Federal Agencies for interstate mutual aid, federal resources, and public and private assistance upon the Presidential Declaration of a Disaster.

The United States of America

The federal government shall provide assistance to save lives and to protect property, the economy, and the environment in a timely manner. They are responsible to implement national laws, regulations, guidelines, and standards as well as to ensure the free flow of commerce and the protection of privacy, civil rights, and civil liberties.

The Nation Response Framework facilitates the delivery of federal response assistance to states to help them respond to and recover from the consequences of significant emergencies and disasters. Some federal agencies are mission tasked with actions that can directly support the county response efforts prior to a federal declaration. Once a federal declaration is issued, all federal agency response efforts will be coordinated through FEMA and the Joint Field Office (JFO).

Mutual Aid

If local government resources prove to be inadequate during a disaster operation; requests will be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency-negotiated mutual aid agreements and compacts. Such assistance may take the form of equipment, supplies, personnel, or other capabilities. All mutual aid agreements and compacts will be entered into by duly authorized officials and will be formalized in writing whenever possible. Thurston County will coordinate with and support other political jurisdictions within and outside Thurston County in emergency and disaster prevention, mitigation, preparedness, response, and recovery efforts as resources allow.

Communications

Leadership, at the incident level and in the EOC, facilitates communication through the development and use of a common communications plan, interoperable communications processes, and systems that include voice and data links. Integrated communications provide and maintain contact among and between incident resources, enable connectivity between various levels of government, achieve situational awareness, and facilitate information sharing. Planning, both in advance of and during an incident, addresses equipment, systems, and protocols necessary to achieve integrated voice and data communications.

The principles of communications and information management, which support incident managers in maintaining a constant flow of information during an incident, are:

- Interoperability
- Reliability, Scalability, and Portability
- Resilience and Redundancy
- Security

Regional Interoperable Communications

The Tactical Interoperability Communication Plan (TICP) establishes the necessary elements for interoperable communications in Olympia. It is used throughout Homeland Security Region 3, which includes the counties of Thurston, Mason, Lewis, Pacific, and Grays Harbor. The TICP will provide interoperable communication resources including contact information and compatible frequencies within the region.

Alert and Warning

When there is a demonstrated need, particularly if timeliness is critical to protect life and property, the city activates alert and warning systems. Messaging will depend on the nature of the hazard, the quality and quantity of information available, and resources available. For more information see the Department Annexes: City Manager's Office.

Public Information

It is essential that accurate, timely and consistent information be disseminated to the public when the EOC is activated. The EOC's Public Information Officer is the primary point of contact for City messaging when the EOC is activated. For more information see the City Manager's Office section.

Limited English Proficiency (LEP)

Although, the City of Olympia does not have any language groups that are considered significant population segments, the City contributed to the regional LEP planning effort. Assets are mobilized during emergencies or disasters to provide accurate, coordinated, and timely life safety information to impacted individuals with limited English proficiency. For more information refer to the Thurston County Comprehensive Emergency Management Plan for greater detail on LEP planning in the region. The LEP plan meets the legal requirements codified in Chapter 38.52 of the Revised Code of Washington. The two language groups with the greatest potential to be considered significant population segments in the future for the City of Olympia are Spanish and Vietnamese.

Access and Functional Needs

General

- Know your impacted community. Identify the pre-existing vulnerabilities, needs, and assets that exist within the impacted communities.
- Respond in collaboration. Identify and include in the response activation process representatives from the impacted populations who understand the issues of the geographic area and cultural needs.
- Ensure messages are audience appropriate. Make all messages clear, easily understandable, and culturally and linguistically appropriate.
- Reflect target demographic in visuals. Ensure that emergency responders who serve as PIOs/outreach team/speakers include individuals that are representative of the demographics of the impacted community.
- Coordinate with community influencers. Get active, ongoing feedback to confirm message content, language and style, engagement approaches, dissemination platforms, and distribution timing slated for PIO response outreach matches the unique characteristics of the targeted diverse populations' needs and preferences.
- Use targeted outreach platforms. Identify specific, vetted communication channels that will be most effective in reaching the impacted target populations.
- Use multiple outreach channels and methods. Use a wide range of trusted voices and channels, both formal and informal, to ensure messages are received, understood, and acted upon.
- Utilize local trusted and ethnic media outlets. Utilize trusted community voices and channels of communication, such as ethnic media, community-based, and faith-based organizations. Reach immigrants and populations with limited-English proficiency (LEP) using the media outlets that impacted populations normally listen to or will consult and will be supportive of the response outreach.
- Provide access for access and functional needs. Alert individuals with sensory or cognitive disabilities and others with access and functional needs (AFN) in the workplace, in public venues, and in their homes. Print materials should be accessible to persons with disabilities, and electronic materials should be 508 compliant.
- Evaluate the appropriateness of the outreach message and engagement approach. Using individuals that know the culture and language, evaluate the comprehension, retention, and anticipated behavior/desired response actions.

Individual Needs

- Children: May be reluctant to follow instructions from strangers. Should never be separated from an adult caretaker. If alone, should be provided with a caretaker immediately and have their situation communicated to the Department of Child and Family Services.
- Visually Impaired: May be extremely reluctant to leave familiar surroundings when the request for evacuation comes from a stranger. A guide dog could become confused or disoriented in a disaster. People who are blind or partially sighted may have to depend on others to lead them, as well as their dog, to safety during a disaster.
- Hearing Impaired: May need to make special arrangements to receive alerts and warnings.
- Mobility Impaired: May need special assistance to get to a shelter.
- Single Working Parent: May need help to plan for disasters and emergencies to ensure child safety.

- Non-English or Limited-English Speaking Persons: May need assistance planning for and responding to emergencies.
- People without Vehicles: May need to make arrangements for transportation. Work with respective County transportation entities regarding AFN and ADA compliant transportation options.
- People with Special Dietary Needs: Should take special precautions to have an adequate emergency food supply.
- People with Medical Conditions: Should know the location and availability of more than one facility if dependent on a dialysis machine or other life-sustaining equipment or treatment.
- People with Intellectual Disabilities: May need help responding to emergencies and getting to a shelter.
- People with Dementia: Should be registered in the Alzheimer's Association Safe Return Program.
- Households with Pets: Extra consideration for evacuation planning and resource needs. Additional communications specific to pet care for preparedness and response. Reunification and care of displaced pets.
- People with Service Animals: Accommodations for service animals at all locations. Precautions for food and care items for animals in addition to human needs.

Communication Challenges and Recommendations

- Communications systems are evaluated at a minimum after any significant exercise or activation. The City of Olympia recognizes the importance of identifying challenges in order to reduce any potential risks to the city. Some of the communications based needs that have been identified include:
- Amateur Radio infrastructure is lacking in the EOC. Identify funding to purchase equipment and have it installed by a licensed vendor. Coordinate with local Ham Radio operators to have qualified staff in the EOC during activations.
- The city has the ability to notify the public during emergencies and disasters. However, most notifications require citizens to opt in to receive alerts. Consequently, a significant portion of the population will not receive certain types of alerts during an emergency or disaster. To address this need, the City participates in Countywide public education efforts.
- Emergency Management doesn't currently have access to a satellite phone. Determine the satellite needs of emergency management and identify funding to make a purchase.
- Translated communications are available, but sometimes the cultural competency of a pure translation is limited. Include additional cultural competency in its existing language access programs.
- The differing levels of familiarity and comfort with technology lead to different types of engagement in the programs designed to support the EOC operations. Increased training and exercise will improve the comfort of responders on the existing technology.

Administration

Any document generated by the EOC should be maintained as a part of the incident files including, but not limited to:

- Situation Reports
- Requests for Proclamations of Emergency

- Requests for Assistance
- Costs/Expenditures Reports
- Damage Assessment Reports
- After-Action Reports

Documentation Process

All disaster/emergency records will be kept in compliance with current state and county legislation. Records will be kept in such a manner to separately identify incident-related expenditures and obligations from general programs and activities of local jurisdictions or organizations. Complete and accurate records are necessary to document requests for assistance, for reimbursement under approved applications pertaining to declared emergencies or major disasters, and for audit reports.

Final documents are submitted either electronically or in hard copy format to be collated into the complete incident records. The EOC may choose to activate the documentation unit leader position in the planning section to assist with the management of all EOC documents and records. This position becomes progressively more important as the size and complexity of the response increases. In the absence of an assigned position, the responsibility falls to the Planning Section Chief.

Retention and Preservation

EOC staff are responsible for submitting all disaster/emergency related documents for retention. All disaster/emergency records will be kept in compliance with current state and county legislation.

The City of Olympia follows the Local Government Common Records Retention Schedule per the Washington State Secretary of State.

Finance

General Regulations

Local jurisdictions requesting assistance should assume the resources requested will need to be paid out of local funding. Local jurisdictions may incur disaster-related obligations and expenditures in accordance with the provisions of RCW 38.52.070(2).

FEMA requires that state and local governments receiving federal financial assistance under the Stafford Act comply with FEMA's rules prohibiting discrimination, as provided in 44 Code of Federal Regulation (CFR) § 206.11. As a result of this federal requirement, state and local governments seeking to receive federal disaster assistance will follow a program of nondiscrimination and incorporates FEMA's Whole Community approach.

All personnel carrying out federal major disaster or emergency assistance functions, including the distribution of supplies, the processing of applications, and other relief and assistance activities, shall perform their work in an equitable and impartial manner, without discrimination on the grounds of race, religion, sex, color, age, economic status, physical and sensory limitations, LEP, or national origin.

As a condition of participation in the distribution of assistance or supplies under the Stafford Act, government bodies and other organizations shall provide a written assurance of their intent to comply with regulations relating to nondiscrimination promulgated by the President or the administrator of the Federal Emergency Management Agency (FEMA), and shall comply with such other regulations applicable to activities within an area affected by a major disaster or emergency as the administration of FEMA deems necessary for the effective coordination of relief efforts.

The PETS Act amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The PETS Act is operational when a federal disaster declaration is made and can provide reimbursement for allowable, documented services used in the declared emergency. Eligible costs related to pet evacuations and sheltering is in FEMA's Public Assistance Program and Policy Guide (PAPPG).

Incurred Costs Tracking (Expenditure Approval)

In a disaster/emergency, some procurement processes may need to be altered for life safety purposes, but to the best of the city's ability, all purchases will follow regular procurement rules for the city.

If agencies/departments are making internal purchases related to a disaster, and operational budgets will allow for covering the items, regular daily procedures will be followed. The EOC is authorized to make purchases based on the needs of the event. This fluctuates based on the type of event and the state of the response/recovery.

The EOC uses the ICS structure for tracking and approving costs including a finance section. All EOC purchases will be made using the ICS structure and approval process. Purchases will be approved by EOC Manager. Purchases over the established threshold may need to be approved by the City Manager prior to the funding made available.

The finance section in the EOC will ensure appropriate documentation is being collected and tracked in compliance with local, state, and federal regulations.

Cost Recovery

Disaster-related expenditures may be reimbursed under a number of state and federal programs. Reimbursements may be authorized for approved costs for work performed in the protection or restoration of public facilities or functions. In addition, funding may be available for individuals or businesses to assist with the recovery process.

It is the policy of the City of Olympia to apply for any reasonable funding opportunity after a disaster/emergency to attempt to recoup some of the expenses incurred. Many of these programs shift in requirements, and there should be an expectation of volatility in the future of grant funding. Any funding sources attempted will need to be reviewed at the time of application for appropriateness of the source and to ensure requirements are being met by the city.

Federal Assistance Programs

Public Assistance (PA) Program

FEMA's Public Assistance (PA) grant program provides federal assistance to government organizations and certain private nonprofit (PNP) organizations following a presidential disaster declaration. PA provides grants to state, tribal, territorial, and local governments, and certain types of PNP organizations so that communities can quickly respond to and recover from major disasters or emergencies. Through the program, FEMA provides supplemental federal disaster grant assistance for debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly owned facilities and the facilities of certain PNP organizations. The PA program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process. The federal share of assistance is up to 75 percent of the eligible cost.

Individual Assistance (IA) Program

FEMA provides assistance to individuals and households through the Individual Assistance Program, which includes all of the following:

- Mass Care and Emergency Assistance (MC/EA)
- Crisis Counseling Assistance and Training Program (CCP)
- Disaster Unemployment Assistance (DUA)
- Disaster Legal Services (DLS)
- Disaster Case Management (DCM)
- Individuals and Households Program (IHP)

IHP is comprised of two categories of assistance: Housing Assistance (HA) and Other Needs Assistance (ONA).

Small Business Administration (SBA)

SBA provides low- or no-interest disaster loans to help businesses and homeowners recover from declared disasters. The SBA declaration process has a lower threshold than FEMA and will only assist those who do not meet FEMA requirements.

Logistics

During a disaster/emergency, the city will utilize all available jurisdictional and mutual aid resources. Once those resources are exhausted, the city will promulgate a Proclamation of Emergency, and the City EOC will work with the County ECC to request additional resources.

The EOC has qualified staff members assigned to manage logistics and procure resources. If the County ECC cannot fill a particular resource, requests for assistance (RFAs) should then be routed to the State EOC's (SEOC) Logistics Section for additional support.

Procurement

The Washington Intrastate Mutual Aid System (WAMAS), established in RCW 38.56, provides for in-state policy assistance among member jurisdictions, to include every county, city, and town of the state. Federally

recognized tribal nations located within the boundaries of the state may become a member upon receipt, by the Washington State Military Department, of a tribal government resolution declaring its intention to be a member of WAMAS. Members of WAMAS are not precluded from entering into or participating in other mutual aid agreements that are authorized by law. WAMAS does not replace current mutual aid agreements; it is a mutual aid tool to use when other agreements do not exist.

Out-of-state mutual aid resources are requested through the Emergency Management Assistance Compact (EMAC), established in Public Law 104-321, or the Pacific Northwest Emergency Management Arrangement (PNEMA), established in Public Law 105-381, both coordinated through Washington Emergency Management Division.

Resources should deploy only when appropriate authorities request and dispatch them through established resource management systems. Resources that authorities do not request should refrain from spontaneous deployment to avoid overburdening the recipient and compounding accountability challenges.

Resource requests are tracked throughout their entire life cycle, from the time submitted until filled (if consumable), or until the resource is demobilized and returned (if non-consumable). Supply chain elements, such as state and local staging areas, reception and integration centers, movement coordination centers, and movement control points activate as appropriate to the situation. State and local staging areas serve as temporary storage areas for the movement of resources to affected areas. Reception and integration centers provide reception, integration, onward movement, and accountability for out-of-state resources.

Resource Gaps

Comprehensive and integrated planning can help the city identify capabilities and deficiencies. By knowing the extent of the city's capability, planner efforts can pre-identify shortfalls and develop pre-scripted resource requests.

Resource Requests

NIMS resource management guidance enables many organizational elements to collaborate and coordinate to systematically manage resources—personnel, teams, facilities, equipment, and supplies. Most jurisdictions or organizations do not own and maintain all the resources necessary to address all potential threats and hazards. Therefore, effective resource management includes leveraging each jurisdiction's resources, engaging private sector resources, involving volunteer organizations, and encouraging further development of mutual aid agreements. When the EOC identifies resource needs that cannot not be met by City resources or mutual aid, a 213RR will be completed and sent to the Thurston County ECC.

Specialized Resources

A similar process will be used for specialized resources.

Resource Typing

Resource typing is defining and categorizing incident resources by capability. Resource typing definitions establish a common language for discussing resources by defining minimum capabilities for personnel, teams, facilities, equipment, and supplies. Resource typing enables communities to plan for, request, and have

confidence that the resources they receive have the capabilities they requested. City of Olympia will type and credential resources in accordance with NIMS guidance.

Plan Maintenance

Review

Cyclic

This plan shall be reviewed on a five-year cycle commencing one year from its effective date. The cycle may be adjusted to comply with future guidance from the State EOC. The Emergency Management Coordinator will coordinate the review of the basic plan and applicable Department Annexes and work with the state to ensure all applicable changes in law are incorporated into the revision process.

Post Activation

After Action Reviews are ideal for identifying strengths and gaps in the Emergency Management program. Activation challenges are at forefront of each staff members mind and can be thoroughly documented. The better the documentation the more effective and impactful programmatic changes will be. Following activations for incidents and exercises, an after-action review will be conducted by the Emergency Management Coordinator. The basic plan and applicable Department Annexes will be included in the review process when appropriate as well as other supporting documents. Lessons learned will be recommended for incorporation. The emergency management coordinator is responsible for implemented recommended changes.

Revision

Generally, revisions to this plan will be submitted to the City Manager for approval. However, revisions which clarify existing portions of the plan, that reflect changes in state or federal requirements, or that adjust responsibilities to better reflect organizational capabilities or structure may be made if the revisions cannot be construed as establishing or changing city policy, and the City Manager is advised of any changes prior to their implementation.

Record of Changes and Corrections

| Change No. | Date of Change | Location/ Page(s) Changed | Initials |
|------------|----------------|---------------------------|----------|
| 01 | | | |
| 02 | | | |
| 03 | | | |
| 04 | | | |
| 05 | | | |
| 06 | | | |
| 07 | | | |
| 08 | | | |
| 09 | | | |
| 10 | | | |

Reports

The Emergency Management Coordinator will report to the Fire Chief within six months following the end of each review cycle. The report will include a review of how the plan has performed, a summary of revisions, and any recommendations for change requiring approval.

Training

The Emergency Management Coordinator will develop and implement a training program for city staff that ensures compliance with this plan.

Exercises

This plan or portions of this plan will be exercised annually to provide controlled practical experience to those individuals who have disaster response and recovery responsibilities. At a minimum, the exercise schedule and type will comply with state and federal requirements.

Distribution

The City of Olympia Comprehensive Emergency Management Plan is available on the City's website and stored on the City's Network. Physical copies will be kept in the Emergency Operations Center, Public Works Coordination Center, and at City Hall.

Acronyms and Definitions

1. Activated/Activation: The status of a "system" resource mobilized in response, or in anticipation of a response, to an incident requiring direction and control at a capacity larger than field incident command.
2. All-Hazards: Describing an incident, natural or manmade, that warrants action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities.
3. Awareness: The continual process of collecting, analyzing, and disseminating intelligence, information, and knowledge to allow organizations and individuals to anticipate requirements and to react effectively.
4. CAP: Civil Air Patrol.
5. CBRNE: Chemical, Biological, Radiological, Nuclear and Explosives.
6. CEMNET: Community Emergency Management Network.
7. CEMP: Comprehensive Emergency Management Plan.
8. Command: The function in the Incident Command System responsible for overall direction and control of the incident.
9. Critical Infrastructure: Assets, systems, and networks, whether physical or virtual, so vital that the incapacitation or destruction of such assets, systems, or networks would have a debilitating impact on security, economic security, public health or safety, or any combination of those matters.
10. Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches that support critical infrastructure.
11. CP&D: Community Planning and Development.
12. Declaration of Emergency, local: An indication that extreme measures may be necessary to preserve life

and property; a resolution made by the City Council; activates certain emergency powers.

13. Declaration of Disaster, local: An indication to the Governor of the State of Washington that local resources have or may soon be exhausted, and that special assistance is required to meet the needs of the emergency; a resolution made by the City Council; necessary prior to direct assistance from the state.
14. Demobilization: The orderly, safe, and efficient return of an incident resource to its original location and status.
15. Disaster Welfare Information: A system for disaster victim registration coordinated by the American Red Cross.
16. EAS: Emergency Alert System.
17. Emergency Management: Organized analysis, planning, decision-making, and assignment of available resources to mitigate, prepare for, respond to, and recover from the effects of any hazard.
18. Emergency Medical Services: A national network of services coordinated to provide aid and medical assistance from primary response to definitive care; involves personnel trained in rescue, stabilization, transportation, and advanced treatment of traumatic or medical emergencies.
19. Emergency Support Function: A grouping of government and certain private sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.
20. Emergency Worker Compensation: Liability coverage for certain volunteer emergency workers under the provisions of the Revised Code of Washington, Chapter 38.52.
21. EMS: Emergency Medical Services.
22. EOC: Emergency Operations Center.
23. Emergency Operations Center: The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribe), or some combination thereof.
24. ESF: Emergency Support Function.
25. Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.
26. Event: A significant event or designated special event requiring security, such as inaugurations, State of the Union addresses, the Olympics, and international summit conferences.
27. FEMA: Federal Emergency Management Agency.
28. Finance/ Administration Section: Section in the Incident Command System responsible for coordination of fiscal control measures, cost tracking, and procurement management.
29. Ham: Amateur Radio, a licensed citizen radio system.
30. Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

31. Hazard Mitigation: Any action taken to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities.
32. Hazardous Material: A substance or material, including a hazardous substance, pollutants, and contaminants which have been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated
33. HAZMAT: Hazardous Materials.
34. ICP: Incident Command Post.
35. ICS: Incident Command System.
36. Incident: An occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.
37. Incident Action Plan: An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.
38. Incident Command Post: The field location at which the primary tactical-level, on-scene incident command functions are performed.
39. Incident Command System: Nationally recognized emergency management method for the coordination of multiple resources in a complex incident. Adaptable to single jurisdiction/single agency; single jurisdiction/multiple agency; multiple jurisdiction/multiple agencies. Consists of 5 primary components: Command, Operations, Planning, Logistics, and Finance/Administration.
40. JIC: Joint Information Center.
41. Joint Information Center: A facility established to coordinate all incident related public information activities on-scene. It is the central point of contact for all news media at the scene of the incident. Public information officials from participating federal, State, local, and tribal agencies and nongovernmental entities also may co-locate at the JIC.
42. Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).
43. LEPC: Local Emergency Planning Committee.
44. Local Emergency Planning Committee: A committee that represents local governments, emergency response officials, environmental and citizen groups, industry and other interested parties in each of the 40 emergency planning districts in Washington state that was established by the State Emergency Response Commission to coordinate hazardous material issues and carry out the mandate of the Emergency Planning and Community Right-to-Know Act of 1986.
45. Logistics Section: Section in Incident Command System responsible for the acquisition and tracking of personnel, supplies, equipment, transportation resources, facilities, etc.

- 46. LOTT: Lacey, Olympia, Tumwater and Thurston County.
- 47. Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often identified by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.
- 48. Mobilization: The process and procedures used by Federal, State, local, and tribal organizations for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.
- 49. Mutual Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.
- 50. National Incident Management System: A system that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility between Federal, State, local, and tribal capabilities, NIMS includes a core set of concepts, principles, and terminology. They are identified as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.
- 51. NAWAS: National Warning System.
- 52. NGO: Non-governmental Organization.
- 53. NIMS: National Incident Management System.
- 54. Non-governmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.
- 55. OFD: Olympia Fire Department.
- 56. OPD: Olympia Police Department.
- 57. Operations Section: Section of the Incident Command System responsible for coordination of emergency resources involved in the direct response to the incident including fire, emergency medical services, police, public works, mass care, etc.
- 58. PIO: Public Information Officer.
- 59. Planning Section: Section of the Incident Command System responsible for operational planning, information management, documentation, etc.
- 60. Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

61. Prevention: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Prevention measures may be implemented prior to, during, or after an incident. Prevention measures are often identified by lessons learned from prior incidents. Prevention involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Prevention can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.
62. Proclamation of Disaster, Presidential: Activates certain federal assistance under the provisions of Public Law 93-288 the Robert T. Stafford Disaster Relief Act; made by the President; requested by the Governor.
63. Recovery: The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.
64. Response: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.
65. RCW: Revised Code of Washington.
66. RTF: Recovery Task Force.
67. Sit-Rep: Situation Report.
68. SAR: Search and Rescue.
69. SORT: Special Operations and Rescue Team.
70. TCOMM: Thurston County 9-1-1.
71. Urban SAR: Search for and recovery of persons trapped in collapsed structures, confined spaces, and debris.
72. WSP: Washington State Patrol.

City Manager's Office

Summary

The City Manager's Office consists of the Office of Community Vitality and the Office Strategic Initiatives. The Office of Community Vitality includes executive, public defense, climate program, economic development, arts culture and heritage, and housing and homelessness services. The office of strategic initiatives includes executive, city clerk services, communication services, human resources, information services, performance and innovation, and risk management.

Core Capabilities

The following core capabilities align with the responsibilities of the City Manager's office:

All Phases

- Planning
- Public Information and Warning

Protection

- Cybersecurity
- Risk Management for protection programs and activities

Mitigation

- Community resilience
- Long-Term Vulnerability Reduction

Recovery

- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of City Manager's Office:

- ESF-2: Communications
- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs

Public Information and Communications Systems

Introduction

Purpose

To ensure effective dissemination of emergency information and instructions to the public before, during, and after an emergency or disaster. Assign Emergency Public Information and Warning responsibilities to allow for the rapid dissemination of essential information to the population in times of emergency; and to establish a communications system for effective flow of information during an emergency.

Scope

The communication and warning assets of all City organizations including radio, voice, and data links, telephone and cellular systems, amateur radio, and the Emergency Alert System (EAS) and National Warning System (NAWAS). Process, coordinate, and disseminate information for City of Olympia, City officials, employees, the media, and the public.

Policies

The city relies on the warning capabilities of federal and state government, and the news media for dissemination of warning information. Where there is a special need that is not being met by standard warning dissemination methods, the city may supplement those systems.

Thurston County Division of Emergency Management is responsible for maintenance of the primary warning reception point for this region, a component of the National Warning System located at TCOMM.

All relevant agencies will work in close cooperation with Thurston County Division of Emergency Management to ensure that warning and emergency public information impacting the city and county are consistent and coordinated.

It is essential that accurate, timely and consistent information be disseminated to the public when the EOC is activated. City Departments and Offices will coordinate the development and dissemination of all disaster related public information through the EOC Public Information Officer.

Situation

Emergency/Disaster Conditions and Hazards

Communications, Information Systems, and Warnings are an essential element in responding to an emergency. Coordination of emergency action, determining the scope of the emergency, links to persons in need, dissemination of emergency information, warning the public of immediate peril, quelling rumors and misinformation, and managing community resources, requires the maximum use of all existing and supplemental communications resources.

Planning Assumptions

1. The dissemination of emergency public information and warning depends on survival and operability of communications equipment and systems, the time of day, the speed of the onset of the threat, conditions within the hazard area, and interpretation of the information by a diverse population, with language and cultural differences, as well as many other unforeseen hindrances.
2. Normal means of communications in the affected areas may be either destroyed or largely incapacitated; therefore, only limited and incomplete information is anticipated from the disaster area until communications can be restored.
3. Sufficient support personnel will be available to coordinate public information and interface with the media and other agencies.
4. Demands for information from media outside the city will be significantly increased in a disaster.
5. Sufficient communications will be established to support public information efforts.
6. Following a disaster, the Emergency Alert System (EAS) will be available to the City of Olympia.
7. When appropriate the State Emergency Operations Center will establish a Joint Information Center (JIC) to coordinate federal, state, and local information.

Concept of Operations

The need for rapid dissemination of essential information during an emergency necessitates the activation of a central public information system. The Public Information Officer within the EOC will coordinate this system. The nature of the emergency and the level of EOC activation will define the extent to which this system is engaged. When appropriate the PIO will coordinate their actions with the Thurston County Joint information Center.

Public Information Objectives

1. To warn the public of hazardous situations and impacts.
2. To instruct the public on protective measures that can be taken.

3. To coordinate the City's release of public information to the media.
4. To control rumors and reassure the public.
5. To provide ongoing information about emergency operations and emergency services.
6. To instruct the public on disaster assistance and recovery services and procedures.

Communications Systems Objectives

1. Identify all existing communications assets and capabilities.
2. Plan for the best use of those resources under emergency conditions.
3. Provide for augmenting existing communications with outside resources as needed.

Special Populations including LEP

- There are several non-English speaking communities in the City of Olympia. In the event that public information needs to be translated, interpreters will be coordinated through the EOC. Special instructions and provisions may be made for hospitals, nursing homes, schools, or other groups.
- A capability, beyond the existing warning system, for individual dissemination of warnings to the hearing impaired, sight impaired and non-English speaking groups is under development. In addition, Thurston County Emergency Management maintains a page on their website that provides useful preparedness links for non-English speaking groups and individuals with disabilities. The City of Olympia Fire Department also maintains a useful links page on the City website.

National Warning System

The National Warning System established and maintained by the Federal Emergency Management Agency, is the primary means of receiving and disseminating warning to state and local officials within Washington State. The Washington State Division of Emergency Management operates the Washington State warning point 24 hours a day. The Thurston County NAWAS receiving point is TCOMM. Information received via NAWAS that impacts the city is forwarded to the Fire Department on a 24-hour basis. The Fire Department will then notify the Emergency Management Coordinator or a designee when appropriate.

Emergency Alert System

According to the Emergency Alert System (EAS) procedures for the Thurston-Mason Counties Operational Area, radio station KGY is the primary Common Program Control Station (CPCS-1) under the EAS. Designated officials will activate the EAS through station KGY. All other local participating stations will monitor and repeat official information according to their procedures. Details for the activation of the Emergency Alert System for the Thurston/Mason Counties area are published separately.

Communications Coordination

Day-to-day operational communications systems are seldom sufficient to meet the increased communications needs created by a major community emergency. Communications coordination is necessary to provide for the best use of all public, private, and volunteer communications systems, and to ensure that all those systems are linked appropriately to the city EOC. To the extent possible, all departments will operate their communications according to their routine protocols. Linkages to the EOC will be supplemental to standing communications protocols.

Communications Coordinator

The Emergency Management Coordinator will be responsible for establishing and maintaining an emergency communications capability in support of City operations. A Communications Coordinator may be designated for this purpose. Communications Coordinator duties may include:

- Maintaining equipment inventories.

- Maintaining current radio frequencies in use in the Olympia area.
- Scheduling tests and exercises to ensure communications readiness.
- Identifying support communications resources and establish agreements and procedures for their use in time of need.
- Assuming operational control of supporting communications systems, in cooperation with TCOMM and Thurston County Emergency Management, this includes allocation of communications resources.
- Coordinating the restoration of communications capabilities in the city following a disaster.

Capabilities

Communications equipment will be established at the EOC for the purpose of maintaining links with the necessary elements of the emergency response organization. The EOC has direct radio communication to all fire, police, emergency medical services, and public works.

Regional Communications

Overall coordination of public safety communications services is the responsibility of TCOMM. TCOMM is the 24-hour direction and control point for routine communications.

Support Communications

Provisions will be made for the use of auxiliary communications systems, including Amateur Radio, Citizens Band, and Business Band radio systems. Amateur Radio resources will be coordinated with Thurston County Emergency Management.

Telecommunications

Emergency 9-1-1 access will remain the responsibility of TCOMM during an emergency. The establishment of a telecommunications capability at the EOC will augment public access. The Department of Administrative Services will coordinate the telecommunications needs of Emergency Management in a disaster, including cellular telephone use.

Shelter Communications

The American Red Cross (ARC) will determine the methods for communication between mass care shelters and the EOC. Communications resources will be provided to the American Red Cross through Thurston County Emergency Management.

Communication with the State EOC will be via the following systems:

- Telephone.
- Internet/email.
- Radio Amateur Civil Emergency Services (RACES) statewide network.
- Emergency Radio System Comprehensive Emergency Management Network (CEMNET) via Thurston County Emergency Management.
- National Warning System Hotline (NAWAS) via Thurston County Emergency Management and/or TCOMM.
- Runner to the state EOC.

Organization:

- The Public Information Officer will be established in the EOC to coordinate all public information activities.
- The Fire Department will function as the 24-hour warning point for receipt of warning information impacting the city.
- A Communications Team may be established at the Olympia EOC to coordinate communications for city operations.

Procedures

Dissemination

- Methods for dissemination of local emergency information and instruction will be determined by the Public Information Officer depending on available means as appropriate to the emergency including radio, newspapers, television, electronic communications, mobile public address systems, and door-to-door.
- Information will also be disseminated to City Council, elected officials, emergency personnel in the field, and other city employees so they know what information and guidance is being released to the public. Dissemination of public information regarding city activities and services relating to an emergency should be reviewed and coordinated with the Public Information Officer.
- Notices may include information for:
 - Evacuation, sheltering, and shelter-in-place
 - General survivor assistance (i.e., medical care, shelter locations, etc.)
 - Food and water
 - Public health protection.
- A Joint Information Center (JIC) may be established to coordinate emergency public information where multiple jurisdictions are involved in the emergency response. This facility would be in direct contact with the EOC, may include information officers from other jurisdictions, and may be in conjunction with state/federal information efforts. The location of the JIC will be determined on a case-by-case basis.
- The City Communications Manager will maintain up-to-date distribution lists.

Warning

The Warning System provides for immediate dissemination of warnings and alerts to key officials and the general public. It consists of a combination of external sirens, key personnel notification, Emergency Alerting System (EAS) activation, and any other practical means of alerting the public to the presence of an immediate hazard to life and property.

Primary Warning Point

TCOMM is the primary receiving and reaction point for warning information. All warning information received, which impacts the city will be forwarded to the Emergency Management Coordinator or designee at the earliest possible opportunity.

Automatic Activation

The warning system may be activated by TCOMM, without prior authorization from the Emergency Management Coordinator, if the TCOMM Duty Supervisor determines the timely and immediate dissemination of warnings is warranted by the nature of the threat. Policies and procedures will be in place to define the parameters for automatic activation of the warning system.

Prevention and Mitigation:

- Provide information about hazards that may influence siting of facilities and deployment of resources.
- Develop and implement Public Education campaigns.

Preparedness

- Draft procedures, train on and practice those procedures as discrete drills and tabletop exercises or as part of integrated emergency exercises. Individual support agencies provide preparedness activities that vary with each agency.
- Acquire or identify for future acquisition necessary resources and equipment.

Response

- Media briefings are provided as often as needed, usually twice a day. Social media posts and website updates occur with available staffing on an ongoing basis.
- Maintain concurrent 12-hour operational periods for staffing patterns and cyclic activities for information sharing.
- In coordination with City Council, policy decisions will facilitate the reestablishment of communication systems for essential government services.
- Share information with Command, General Staff, and the Situation Unit.
- Information needed may be obtained from documents produced by the Planning Section/Situation Unit and from the Logistics section. Details may also be captured from the other Units within the Operations Section.

Recovery

- The recovery process for communications is dispersed amongst the different agency needs and requirements. Recovery information will be disseminated through standard city communication methods and the emergency tools identified.
- Collect damage information in support of the preliminary damage assessment.
- Staff a resident call line for taking reports of damages to private property.

Responsibilities

Public Information Officer (PIO)

- Establish and coordinate an emergency information capability. The PIO will be the primary point of contact for the news media. In times of emergency, the PIO will establish an Emergency Public Information capability and support the public information needs of the incident in cooperation with the Emergency Management Coordinator.
- Prepare and distribute public information releases to the public regarding disaster preparedness, response and recovery. Assume coordination of news media covering the disaster impact in the city.
- Establish a Joint Information Center (JIC) as needed to coordinate emergency public information when multiple agencies are involved in the disaster response. Establish close coordination with state, federal and private sector public information systems.
- Establish a rumor control and countermeasures capability.
- Provide for coordination with neighborhood groups.
- Obtain approval for all releases from the EOC Manager.
- Monitor news media coverage of the incident.
- Coordinate the release of public information with Thurston County Department of Emergency Management where appropriate.
- Support the Mayor, Council, City manager and department directors in their public information and public confidence roles.

Fire Department: Emergency Management Division

- Develop EOC procedures for coordination of city communications resources in an emergency.
- Develop procedures for the 24-hour receipt and dissemination of warning and emergency public information.

- Develop and maintain notification lists and procedures for alerting key city personnel.
- Develop and maintain procedures for activation of warning systems.
- Coordinate warning plans with Thurston County Emergency Management.
- Coordinate all warning dissemination with Thurston County Emergency Management.
- Determine which warnings are significant to the City of Olympia.
- Attempt to provide warning and emergency information to School Districts

TCOMM

- Develop and maintain procedures for providing disaster information with the city EOC and Thurston County Emergency Management when appropriate.
- Assist with the dissemination of information and warnings as requested.

Police Department

- Assist with the dissemination of warnings.

Fire Department:

- Receive warning information from diverse sources and forward that information to the Emergency Management Coordinator.
- Assist with the dissemination of information and warnings.

Department of Public Works:

- Provide support communications through department communications resources.

Recreation & Cultural Services:

- Provide support communications through department communications resources.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Thurston County CEMP: ESF-15 External Affairs for Joint information System/Joint Information Center and LEP.

Community Planning and Development

Summary

Community planning and Development consist of Budget and Administrative services, Customer Service and Downtown Operations, Development Permit Services, Planning and Engineering, and Strategic projects.

Core Capabilities

The following core capabilities align with the responsibilities of the Community Planning and Development:

All Phases

Planning

Operational Coordination

Mitigation

Community resilience

Long-Term Vulnerability Reduction

Recovery

Economic Recovery

Health and Social Services

Housing

Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Community Planning and Development:

ESF-3: Public Works and Engineering (Supporting)

ESF-5: Emergency Management (Supporting)

ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services (Supporting)

ESF-11: Agricultural and Natural Resources

ESF-14: Long Term Community Recovery

Recovery Planning

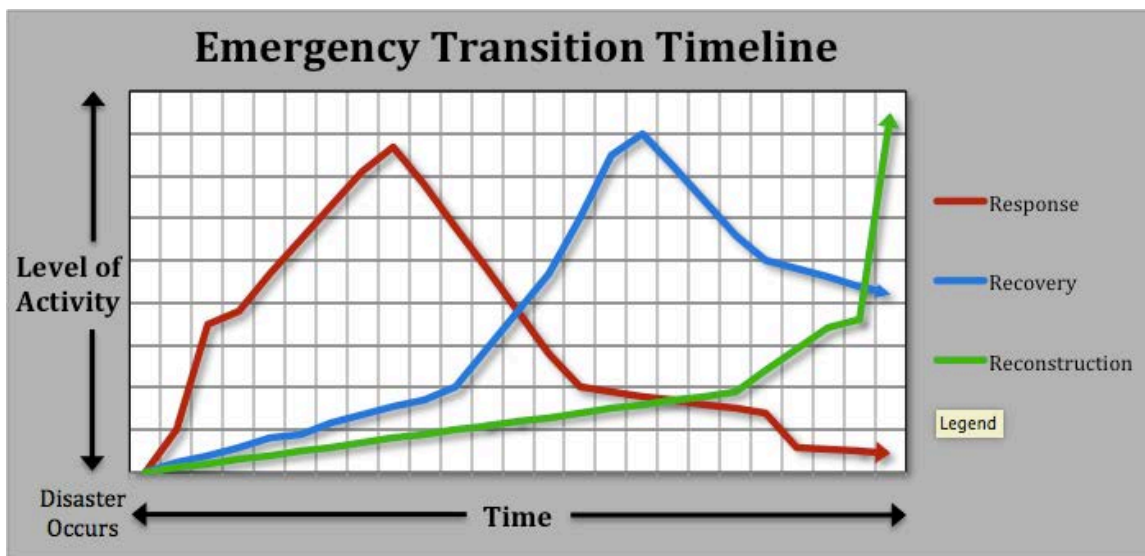
Introduction

Purpose:

The purpose of this annex is to provide guidance when executing recovery measures after an incident has occurred. This document is for reference only it does not modify or supersede the Comprehensive Emergency Management Plan. For more information on Recovery Planning see Emergency Support Function 14: Long Term Community Recovery.

Emergency Transition Timeline:

Recovery activity occurs in every stage of the incident but begins to accelerate and increase as response activity decreases.



Fiscal Health

After Life safety and Life Sustaining measures are under control, a key concern during Disaster Recovery is the fiscal health of the community. A disaster can produce a short-term recession in the community as permanent property loss caused by the incident decreases tax revenues. Without the return of business and tax revenues, Recovery will be slow at best, and possibly impossible.

Recovery Choices

Generally, Recovery can be executed in the following ways or combination of the three:

1. Repair/rebuild with no significant changes to infrastructure or city/ community design in order to restore needed services as quickly as possible.
2. Repair/rebuild with upgrades to infrastructure and city/community design to mitigate the effects of similar incidents in the future. This may create cost recovery issues for public as in most cases FEMA only pays to return to pre-existing conditions. It may be possible to force private property owners to rebuild according to updated building codes and regulations.
3. Don't rebuild and relocate the facility or abandon it.

Initiating Recovery

Identify and establish the timing and process for transitioning from Emergency Response activities into Recovery Activities. As seen in the Emergency Transition Timeline, Short-term Recovery efforts should be implemented concurrent with response activities. Balancing Response activity that makes it possible for citizens to survive the event and early Recovery activity that keeps the community inhabitable can be a difficult process. Until it is clear that response activity is coming to an end both phases should be monitored closely in case deployment changes are needed.

Recovery Plan

The Recovery Plan should identify city staff that will be involved and differentiate between Short-term, Mid-term, and Long-term Recovery. The Recovery Plan staff should include the following positions and the Recovery Task Force (RTF):

Recovery Manager

The Recovery Manager acts as a coordinator during the recovery process. The Recovery Manager helps push the process forward and may be an appropriate choice for the Recovery Champion as well. The Recovery Manager should not be confused with the Recovery Task Force Leader.

Recovery Champion

The Recovery Champion stays with the incident through every phase of the process, from the beginning to end. It is important to remember that:

- Recovery will come in phases and subsets.
- Recovery projects should be broken up into workable groups.
- Groups can be made by type of project, location, or funding source i.e., FEMA, FHWA, etc.
- Multiple phases may be involved in recovery.
- The Recovery Champion looks at the big picture and keeps the process moving as one phase ends and another continues until the final goal is reached. Outside agencies and city departments will come and go throughout the process.
- The Recovery Champion needs to be engaged in all phases and able to piece together the history of the Recovery, speak to the citizens and City Council, and liaison with the other agencies and entities involved in recovery.

Recovery Task Force:

The RTF is advisory in nature and may be staffed by a number of positions from various departments as needs change. The RTF is designed to be flexible, able to expand and contract as needed. The RTF reviews the following:

- Damage Reports.
- Regulations including zoning, building code, Public Works Standards, Fire, etc.
- Plans including Land-Water, Sewer, Transportation, Economic Development, etc.
- Policies including Comprehensive Plan Policies but not Council Policies.
- Re-build Priorities i.e., Historical v. Re-Development.

In addition, the RTF will:

- Request the City Council provide reaffirmation of the priorities of the Recovery Goals.
- Recommend Economic Recovery programs.
- Initiate recommendations for relocation and acquisition of damaged properties as necessary
- Analyse Structural versus non-structural mitigation measures.
- Identify the Role of Community Groups and Stakeholders.

The following positions may be filled depending on the nature and scope of the event.

- Recovery Task Force Chair.
- Public Works representative.
- Public Information Officer.
- Human Resources representative.
- Attorney/Legal representative.

- Finance and Administration representative.
- EOC Manager.
- Chamber of Commerce representative.
- Housing and Urban Development representative.
- Port of Olympia representative.
- Community Planning and Development representative.
- Olympia Downtown Association representative.
- Olympia School District representative.
- Recognized Neighborhood Association representatives.
- Capital Mall representative.
- Auto Mall representative.

Recovery Task Force Team Leader

Recovery Task Force Team Leader leads the RTF. The position will likely be filled by a Public Works or Community Planning and Development (CP&D) staff member.

Short-term Recovery

Short-term Recovery typically focuses on securing the city so that unsafe areas are not in use. The Primary goals of short-term recovery are:

- Safety.
- Create clear boundaries between safe areas and restricted areas.
- Determine the extent of damage to the City.
- Identify and notify citizens of the undamaged or least damaged areas of City where they can find resources.
- Support assisting agencies, non-profits, etc., that are providing relief services to the citizens.

Short-term Recovery Staff includes:

- EOC staff.
- Individuals and teams from Urban Forestry, Roads, Utilities, Storm Water Management, LOTT Clean Water Alliance, Solid Waste, and other staff with specialized technical expertise as needed.

Key concepts

- Assure safety of citizens.
- Monitor sheltering activities and use.
- Support traffic flow in undamaged areas.
- Assure utilities continue to function in undamaged areas

Significant collaboration should occur with:

- Responding agencies/Departments.
- Local industries and commercial sectors that require open roads and functioning utilities to conduct daily operations. These entities typically have business continuity plans in place and understand the recovery process. Their operations will benefit the citizens in ways the City government can't.
- Schools, once reopened, allow children a place to go during the day and their parents the opportunity to work. Schools should be reopened as soon as possible.

Mid-term Recovery

Mid-term Recovery typically focuses on restoring critical functions throughout the impacted region. The primary goals of Mid-term recovery are:

- Return to pre-incident pattern of activity as much as possible.
- Restore traffic flow and utilities throughout the city.
- Publish information that supports the community's efforts to recover as individuals, families, businesses, etc.
- Streamline the permit process, structural inspections, and the approval process on reconstruction and repair of damaged buildings and homes.

Mid-term Recovery Staff includes:

- Short-term Recovery staff.
- Businesses.
- Key demographics.
- The Building and Development Community.
- West Olympia Business Association, Olympia Downtown Association, Downtown Liaison, etc.
- Other Stakeholders.

Key Concepts:

- Quickly develop a written plan to guide mid-term recovery efforts and identify specific individuals and responsibilities.
- Identify a housing liaison to help citizens relocate from shelters to more permanent housing.
- Ensure major grocery and hardware stores can open to provide citizens with necessary resources and generate tax revenues.
- Identify a liaison to local small business/specialty stores to provide needed assistance and advocacy throughout the reopening process.
- Identify a liaison to advocate on behalf of citizens as it relates to FEMA.
- Identify a liaison that understands plan review and building inspecting and can support structural repair efforts within the community.
- Maintain focus on Mid-term Recovery needs, if allowed, the Long-term Recovery process can easily overshadow Mid-term Recovery.
- Begin to develop the formal Long-term Recovery Plan and work group.

Key Collaborations:

- FEMA.
- Business Community.
- The Building and Development Community.
- Citizens.
- Thurston County Emergency Management.

If a Recovery Work Group is in place, transition into Long-term Recovery using a Recovery Task Force (RTF).

Long-term Recovery

Long-term Recovery typically focuses on redesign and restoration of the community. It asks what the “new” community or area should look like and how should it function. The primary goals of Long-term Recovery are:

- Rebuild critical infrastructure to equal or superior pre-event conditions.
- Correct or improve historic traffic flow and utility issues in areas where rebuilding is occurring.
- Require when able and encourage when not more advanced building practices during the permitting and inspection processes.

Staff:

- Mid-term Recovery staff.
- Special Interests Groups.
- Registered Neighborhood and Homeowner Associations.

Key Concepts:

- Adopt a Long-term Recovery plan with CP&D as the lead and City Council as the Policy group.
- Assign staff to search for funding opportunities. FEMA’s process for releasing money for long-term recovery is different than its process for reimbursement for response activity, and many other federal players are involved.
- Be prepared to take advantage of short suspense grant opportunities that may have minimal notice periods and short timeframes for applying.
- Continue to search for additional funding opportunities.

Key Collaborations:

- FEMA.
- Business Community.
- Citizens.
- Thurston County Emergency Management.

Long-Term Recovery Steps:

- Ensure completion of response, restore essential services, and maintain unaffected services.
- Transition EOC response from short-term recovery to long-term recovery.
- Restore Community Symbols and Services improving livability.
- Re-establish economic and social viability of the community to restore citizen confidence.
- Promote mitigation in areas impacted by the event as well as mitigation in unaffected areas.
- Use the event to facilitate interest in mitigation, both structural and non-structural.

Re-development:

- Develop a specific plan for the future use and design of areas that will not be restored.
- Transition into long-term recovery model using the Recovery Task Force.

Educate the Community:

- Develop an account of what happened for members of the public.
- Explain how response was carried out.
- Share ways in which livability is being restored within the community.
- Promote mitigation as a way to prepare for and limit future damage.

- Implement a shared vision for recovery.

Finance

Summary

The Finance Department consists of Fiscal Services which includes Accounting and Financial Reporting, Billing and collections, and Payables and Business Fleet Administration.

Core Capabilities

The following core capabilities align with the responsibilities of the Finance Department:

All Phases

Planning

Response

Logistics and Supply Chain Management

Recovery

Economic Recovery

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Finance Department:

ESF-5: Emergency Management (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

Fire

Summary

The Fire Department consists of Fire Administration, Fire and Emergency medical Service Operations, Fire Prevention, and Emergency management.

Core Capabilities

The following core capabilities align with the responsibilities of the Fire Department:

All Phases

Planning

Public Information and Warning

Operational Coordination

Prevention

Forensics and Attribution

Protection

Risk Management for protection programs and activities

Mitigation

Community resilience

Long-Term Vulnerability Reduction

Risk and Disaster Resilience Assessment

Threats and Hazards Identification

Response

Environmental Response/Health and Safety

Fatality Management Services

Fire Management and Suppression

Mass Search and Rescue Operations

Operational Communications

Public Health, Healthcare, and Emergency Medical Services

Situational Assessment

Recovery

Health and Social Services

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the Fire Department:

ESF-2: Communications (Supporting)

ESF-4: Fire Fighting

ESF-5: Emergency Management

ESF-7: Logistics Management and Resource Support (Supporting)

ESF-8: Public Health and Medical Services

ESF-10: Oil and Hazardous Materials

ESF-12: Energy (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

ESF-15: External Affairs (Supporting)

Fire Fighting

Introduction

Purpose

Identify procedures for coordination of fire suppression and support resources associated with the incident and for providing a point of contact for all requested external fire department assistance.

Scope

The Olympia Fire Department, utilizing when necessary mutual aid resources that are available, is responsible for all fire prevention, suppression, and control activities in the City of Olympia.

Policies

During emergency situations, the Fire Department will mobilize all the available apparatus and personnel required to cope with the nature and scope of the situation. Mutual Aid Agreements with adjacent jurisdictions are activated when needed. When mutual aid resources are exhausted, the provisions for state fire mobilization may apply.

The provisions of the Washington State Fire Resource Mobilization Plan is the appropriate access point through which to acquire fire resources outside existing mutual aid agreements.

Mutual aid with adjacent firefighting resources will be enhanced by the use of the Incident Command System (ICS).

Situation

Emergency/Disaster Conditions and Hazards

Major structure fires are a potential in an urban environment. Additionally, a disaster event, such as an earthquake, may precipitate multiple fires in several different locations throughout the city. Fire resources may become overwhelmed by the demand for services, and damaged bridges and streets may hamper access.

Planning Assumptions:

1. The Fire departments and districts throughout Thurston County typically provide Emergency Medical Services (EMS). Methods used to mobilize fire resources will often be the same as for mobilization of EMS resources.
2. Demand for services in excess of capabilities may make it necessary for the prioritization of response. Some needs may go unmet due to a lack of resources. Prioritization of response will be made through the EOC and based on the best information available at the time.

Concept of Operations

General:

1. Initial Fire Department response will be in accordance with routine dispatching procedures.
2. The Olympia EOC will assume coordination of response of fire resources within the city when activated. Thurston 9-1-1 Communications will be notified when the EOC assumes coordination of city resources.
3. The EOC Fire Services Unit will coordinate acquisition of additional fire and EMS resources through activation of existing mutual aid agreements, or the provisions of the Washington State Fire Resource Mobilization Plan.

Organization

A Fire Services Unit will be established in the EOC for coordination of all fire related activities.

Procedures

The Olympia Fire Department defines in detail procedures for the deployment of fire service resources.

Prevention and Mitigation

- Promote fire safety and prevention programs.

Preparedness

- Provide fire preparedness activities including plans, procedures, training, drills, exercises, etc.

Response

- Task personnel, as necessary, to accomplish support responsibilities.

- Assume full responsibility for suppression of fires.
- Provide and coordinate firefighting.
- Coordinate requests for firefighting assistance in structural or industrial fire protection operations.

Recovery

- Contribute to the incident after-action report.
- Track and submit costs.
- Make recommendations to landowners for recovery activities.

Responsibilities

Fire Department

- Coordinate all incident related fire services, including all mutual aid supplies, personnel and equipment requested.
- Prioritize fire service response that is consistent with the Incident Action Plan.
- Coordinate light and heavy rescue and extrication.
- Assist with the dissemination of warnings and emergency public information as requested by the Public Information Officer.
- Provide response to hazardous materials incidents, and coordinate with the proper outside authorities for assistance as necessary. Provide qualified personnel to assume the role of on-scene command for hazardous materials incidents.
- Provide lighting for night incidents.

Office of the State Fire Marshal

- Administer and implement the State Fire Service Mobilization Plan.

Washington State Patrol

- Assist in the administration and implementation of the State Fire Service Mobilization Plan.

Thurston County Fire departments and districts

- Provide assistance to the Olympia Fire Department under existing mutual aid agreements and/or fire mobilization protocols.

Regional Fire Defense Board

- As denoted in RCW 43.43.963, assist in providing external firefighting and EMS resources when local and mutual aid capabilities are exhausted in accordance with the Washington State Fire Resource Mobilization Plan.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Refer to the Fire Department's emergency response processes.

Emergency Medical Services

Introduction

Purpose

1. Provide for the organization and mobilization of emergency medical, and mortuary services during an emergency.
2. Coordinate efforts to provide safe handling of food, water and donated goods following a major emergency or disaster.

Scope

Encompasses the delivery of emergency medical services, coordination with hospital disaster plans, public health, identification and disposition of human remains, and community mental health.

Situation

Emergency/Disaster Conditions and Hazards:

Mass casualty could potentially overwhelm existing services; medical and health care facilities could be structurally damaged or destroyed; a disaster could pose public health threats to food, and water; secondary spills caused by the disaster could result in toxic environmental hazards; and the effects of a major disaster will require mental health crisis counseling for disaster victims and emergency personnel.

Planning Assumptions:

- Thurston County mutual aid Emergency Medical Services (EMS) responders providing assistance to the City of Olympia will operate under the standard Thurston County EMS procedures and protocols.
- Local Mass Casualty plans will detail operational concepts and responsibilities, including coordination of triage and transportation of injured persons and the coordination of available Basic Life Support and Advanced Life Support capabilities in the event of multiple casualties.
- Hospitals will develop and maintain internal disaster plans and protocols.
- If not handled properly, food, water and donated goods can become vehicles for illness and disease transmission. Thurston County Public Health will provide technical assistance to determine safety of food, water and donated goods distributed to the public.

Concept of Operations

General

1. Activation of Hospital Disaster Plans: Emergency Medical Services Unit will notify the destination hospital of the number, type, and severity of injuries. The hospital disaster plan will be activated according to need. That plan will identify methods for expanding hospital capabilities reducing patient populations as needed, evacuating hospital facilities, and generally ensuring effective hospital care.
2. Patient Distribution: The primary destination hospital will coordinate inter-hospital operations as required to ensure effective casualty distribution. Emergency Medical Services Unit will provide a liaison between the hospital and field EMS resources where necessary to ensure proper patient distribution.
3. Mass Casualty Incident Plan: The provisions of the Thurston County area Mass Casualty Incident Plan, published separately, will be observed in response to medical emergencies relating to the incident. That plan includes an inventory of medical facilities, personnel, medical transportation capabilities, communications, and supply sources, as well as protocols for triage and transportation of large numbers of injured persons.
4. Public Health: The Thurston County Department of Public Health will be the lead agency responsible for

organization and mobilization of public health services during an emergency. That agency will be responsible for monitoring water supplies, sanitation, food, and potential causes of communicable diseases. The Health Department will provide for inoculations and other measures as needed. The Health Department will also provide information on preventative measures to be taken to reduce contamination of food, water, crops, and livestock, as well as information and recommendations for the safe storage and distribution of emergency food.

5. **Causalities and the Disposition of Human Remains:** The Thurston County Coroner is responsible for the recovery, identification, and disposition of all casualties. Details on the handling of human remains, including transportation, storage, mortuary facilities, and the expansion of mortuary facilities are included in the Thurston County Emergency Management Plan. The Police Department shall assist the Thurston County Coroner with any casualties in the city.
6. **Special Care Facilities:** The St. Peter Hospital disaster plan includes provisions for coordinating the use of private immediate care clinics, physicians' offices, mental health care facilities, nursing homes, elderly care facilities, and other similar facilities needed to support hospital care efforts.

Organization

When the EOC is activated, an EMS Unit may be established and staffed to assume overall coordination of Advanced Life Support and Basic Life Support activities in the city associated with the disaster.

Procedures:

Procedures for the delivery of emergency medical services are published separately. The Thurston County Mass Casualty Incident Plan identifies the procedures for dealing with multiple casualties. The Thurston County Department of Public Health coordinates health and sanitation services, including:

1. Identification of health hazards.
2. Identification and control of communicable disease.
3. Vector control.
4. Inspection of food and water supplies for contamination.
5. Ensure compliance with emergency sanitation standards for disposal of garbage, sewage, and debris.
6. Assessment of environmental contamination and public health risk from hazardous materials spills.
7. Mental health services, including stress management services for emergency responders.
8. Keep emergency management personnel informed regarding health conditions, warnings, and advisement.

The Thurston County Coroner has jurisdiction over all human remains per RCW 68.08.010. The Coroner's Office will coordinate support to local mortuary services as needed. Local funeral directors may assist in the processing of human remains at the discretion of the coroner.

Prevention and Mitigation

- Attempt to prevent hazards from developing into disasters, or to reduce the effects of disasters when they occur. Actions include communicable disease surveillance, investigation, and community containment; environmental health protective actions such as vector control, environmental sampling, and food product embargoes; and development of medical stockpiles.

Preparedness

- Develop operational and tactical plans, train/exercise, and conduct vulnerability assessments as well as ongoing health protection activities such as vaccinations, provider education, and food and water safety

assurance.

Response

- Response actions are event specific and aligned with the responsibilities outlined.

Recovery

- Make necessary adjustments to resume normal operations.
- Complete necessary facility decontamination.
- Re-stock essential equipment and supplies.
- Ensure operability of Information Technology systems.
- Conduct follow up communications and debriefings.
- Schedule and conduct follow up and monitoring of staff exposure.
- Complete cost analysis and file for reimbursement.
- Address psychological aftermath of the event by promoting psychological recovery and resilience in the workforce.
- Health, medical, and mortuary services will be restored during the recovery period as soon as practical and within the limitations and capabilities allowed of affected agencies following the emergency.

Responsibilities

Fire Department

- Staff the EMS Unit at the EOC.
- Coordinate all incident related pre-hospital EMS activities.
- Assist the EOC with the coordination and mobilization of all medical, health, and mortuary services during an emergency.
- Prioritize EMS response consistent with the Incident Action Plan.
- Conduct pre-hospital needs assessment based on number, type, and severity of injuries.
- Provide for on-scene triage and treatment of injured persons.
- Coordinate the transportation of injured persons to the appropriate hospitals, staging areas, or medical evacuation sites.
- Coordinate all requests for additional EMS personnel and equipment. Coordinate requests for supplies with the hospitals.
- Assist in coordinating private ambulance resources.
- Assist in coordination of mass casualty response.
- Provide casualty and damage information to the EOC.
- Coordinate with Thurston County Medic One for acquisition of additional supplies.

Olympia area hospitals

- Maintain procedures for reducing patient population for incidents that may require evacuation of the facility.
- Maintain internal procedures for dealing with major in-house emergencies, including fire, evacuation, etc.
- Maintain a disaster plan and procedures for receipt, triage, processing, and treatment of multiple casualties.

Thurston County Department of Public Health

- Provide and coordinate the provision of health and sanitation services.
- Where multiple jurisdictions are involved, coordinate health and sanitation services from the Thurston County EOC.

Thurston County Coroner

- Assume responsibility for identification and disposition of human remains and notification of next-of-kin.
- Determine the manner and cause of death and provide information to Thurston County Public Health and Social Services Vital Records Office for issuance of the death certificate.
- Identify suitable facilities for expedient/emergency morgues.
- Provide a representative to the EOC, if requested.
- Obtain additional supplies, as needed, including body bags, tags, and special manpower. Make requests for additional supplies through the EOC.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Refer to the Fire Department's emergency response processes.

Refer to the Thurston County area Mass Casualty Incident Plan.

Refer to Thurston County's ESF-8: Public Health and Medical Services.

Emergency Management

Introduction

Purpose

To provide guidance on establishing direction and control within the Incident Command System for response to disaster incidents. To provide detailed information on core management and administrative roles and responsibilities within the Policy/Executive Group, Command Staff, Operations Section, Planning Section, Logistics Section, and Finance and Administration Section that support the City of Olympia Emergency Operations Center (EOC).

Scope

Applies to information collection, analysis, planning, operations, requests for Federal assistance, resource management, deployment and staffing, mutual aid, facilities management, financial management, and other support required to prepare for, respond to, and recover from an emergency or disaster within the City of Olympia. These processes are coordinated through the Olympia EOC.

Organization

The Olympia EOC will use standard ICS positions and functions when open. Any position may be delegated, modified, or eliminated by the EOC Manager as needed to best handle the situation with the available resources. Tasks for each position are included. Typically, the Olympia EOC will staff the follow ICS positions: EOC Manager, Liaison Officer, Public Information Officer, Operations Section Chief, Planning Section Chief, Logistic Section Chief, and Finance and Administration Section Chief.

Policies

1. Emergency management means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological or human caused, and to provide support for search and rescue operations for persons and property in distress. Revised Code of Washington 38.52.010.
2. The Olympia EOC will receive and disseminate current and accurate information to other city agencies, adjacent jurisdictions, and the Thurston County and State EOCs during times of activation. The analysis of this information and planning for anticipated resources is critical in the support of emergency or disaster response and recovery activities.
3. Emergency Management is designed to bring order to the chaos of an incident through the gathering, organizing, and distributing of information. This process supports each responding department and streamlines actions during and after an incident allowing the City of Olympia to return to normal operations faster and more efficiently.
4. Documentation: All departments and support services will support the Incident Command System by producing documentation and reports as requested or on a scheduled basis when appropriate. The Situation Unit in the Planning Section will coordinate collection of documentation and reports, using the spot report format.
 - a. Requirements for Incident Records:
 - i. Situation Report (SITREP): A compilation of data from the Operations Section and activated Units.
 - ii. Damage Assessment: Compilation of preliminary data from the Damage Assessment Unit.
 - iii. Incident Related Expenditures: Separate Records, which identify incident related expenditures and obligations maintained by each department.
 - iv. Declarations: Emergency and Disaster declarations and all supporting resolutions and documentation.
 - v. Unit Logs: The logs of all activated Sections and Units depicting their activities by date and time. Unit logs are consolidated in the Master Log.
 - vi. Maps: Maps and graphics used to display or depict incident related activities.
 - vii. Other Documents: Other incident related documentation necessary for accurate response and recovery records.
 - b. Where information is lacking, the Planning Section may deploy field observers to collect specific disaster intelligence, photograph damage for analysis, or assign field personnel to report on unique events.
5. Incident Action Plan: An Incident Action Plan is a necessary and organized process that addresses all functions of incident response and should be updated regularly to address ineffective, inefficient, or unsafe response actions. The IAP establishes objectives and defines strategy. Under Unified Command, the designated command officials jointly determine objectives, strategy, and priorities. An IAP is developed for each operational period, which is typically 12 or 24 hours. The following basic steps make up the IAP process:
 - a. The Operations and Planning Section Chiefs brief on situation and resource status.

- b. The Liaison Officer discusses safety issues.
- c. The EOC Manager sets and confirms incident objectives that make up a broad strategy to mitigate or neutralize an incident.
- d. If the incident requires, the Operations Section Chief develops geographic control lines and division boundaries.
- e. The Operations Section Chief specifies tasks for each Operations Section Unit that supports incident objectives.
- f. The Operations and Planning Section Chiefs specify resources needs for the selected strategy and tactics.
- g. The Operations, Planning, and Logistics Section Chiefs specify facilities and reporting locations.
- h. The Logistics Section Chief develops resource orders.
- i. The Planning and Logistics Section Chiefs consider communications, medical, and transportation plans.
- j. The Finance and Administration Section Chief provides a financial update.
- k. The Liaison Officer discusses interagency liaison issues.
- l. The Public Information Officer discusses information issues.
- m. The EOC Manager finalizes, approves, and implements the IAP.
- n. All Incident Command System personnel assess the effectiveness of the plan by gathering and analyzing information. The next IAP meeting will make any necessary modifications and updates to strategy and tactics.

Situation

Emergency/Disaster Conditions and Hazards

The City of Olympia is exposed to a number of hazards with the potential to cause casualties, damage to, and disruption of the community. Specifically, the city is vulnerable to civil disturbances, critical shortages, drought, earthquakes, epidemics, flooding, hazardous material incidents, heat waves, landslides, storms, terrorism, volcanic activity, and wild/forest fires. This list of hazards is not comprehensive but contains hazards that are most likely to impact directly or indirectly the City. Hazards can occur simultaneously or consecutively, such as a winter storm with flooding or an earthquake followed by an influenza epidemic. The City can also suffer from hazards occurring elsewhere due to their effect on the supply of goods and services. This may include critical shortages of electricity, petroleum products, natural gas, and food.

Planning Assumptions

Accurate, timely, and precise information is essential for responding to community needs following a major emergency. Emergency conditions, however, may result in rumors, inaccurate reports, conflicting and limited information upon which to base emergency response. Collection of information may be hampered by damage to communication systems, overloading of existing networks, damage to transportation routes, and other factors. Multiple public and private structures may be damaged and will require rapid inspection to ensure public safety before re-habitation.

1. Information is the basis for determining the appropriate emergency response. Plans and procedures must be developed to provide for the accurate and timely collection, codification, display, and dissemination of information regarding the nature and scope of the emergency.
2. Every individual responding to the incident and staffing a position within the EOC should make every attempt to gain situational awareness by answering the following questions:

- a. What is the problem?
 - b. How big is the problem?
 - c. Is the problem getting better or worse?
 - d. What is the plan?
3. It is essential that the City of Olympia EOC and the Thurston County EOC share information and coordinate its dissemination.

Concept of Operations

General

The Olympia Fire Department: Emergency Management Division will use standard ICS positions and functions when activating the EOC. Any position may be delegated, modified, or eliminated by the EOC Manager as needed to best handle the situation with the available resources.

Organization and Procedures

Typically, the EOC Manager will staff the Policy/Executive Group, Command Staff, Operations Section, Planning Section, Logistics Section, and Finance and Administration Section.

Policy/Executive Group

The Policy/Executive Group is responsible for overall direction and control of the emergency management organization and provides the legislative and policy support necessary for efficient and effective operations. The Mayor, City Council, and City Manager make up the Policy/Executive group and are advised by the City Attorney.

1. City Council:
 - a. Declares a State of Emergency when necessary for the full activation of the provisions of this plan. (RCW 35.33 & 38.52)
 - b. Issues a Proclamation of Disaster when necessary to initiate state and/or federal assistance. (RCW 38.52 & 43.06)
 - c. Appropriates funds to support the emergency management organization, and to meet emergency needs when they occur. Authorizes the expenditure of funds necessary to combat the disaster. (RCW 35.33 & 38.52)
 - d. Fills the vacancies of elected officials, if any, in order to maintain governmental continuity in times of crisis. (RCW 42.14)
 - e. Enacts special legislation, under the emergency rules where appropriate, to support effective disaster response and recovery. (RCW 35.33)
 - f. Provides policy direction to the emergency management organization. (RCW 38.52)
 - g. Enacts legislation, which commands the services and equipment of private citizens as necessary in response to the disaster after a proclamation by the governor. (RCW 38.52)
 - h. Conducts public hearings and takes other actions to assist in informing the public and identifying public needs following a major emergency. (RCW 38.52)
 - i. Provides continuing oversight and legislative support during the recovery phase and directs citizen's requests for assistance to appropriate governmental channels. (PL93-288)
 - j. Instills public confidence, and relays public information, as provided by the Public Information Officer.
2. Mayor:

- a. Enters into intergovernmental agreements with other jurisdictions for mutual aid or recovery assistance.
- b. Instills public confidence, and relays public information, as provided by the Public Information Officer.

3. City Manager:

- a. Provides overall direction and control of disaster activities under the provisions of this plan.
- b. Chairs or appoints a working chair for the Emergency Management Committee.
- c. Provides a liaison between the emergency management agency and the City Council and ensures that they are adequately briefed on the nature and scope of the incident.
- d. Requests a Declaration of Emergency when needed to activate the full provisions of this plan.
- e. Provides a liaison to State and Federal agencies at the executive level when necessary to facilitate the receipt of disaster relief.
- f. Instills public confidence, and relays public information, as provided by the Public Information Officer.

4. City Attorney:

- a. Provides emergency legal advice to the Mayor and City Council, City Manager and the Emergency Management Committee.
- b. Reviews emergency agreements, contracts and disaster-related documents.
- c. Drafts a Declaration of Emergency when necessary.
- d. Assists in drafting a Declaration of Disaster when necessary.
- e. Drafts other emergency ordinances as needed.

Command Staff:

The Command staff is responsible for detailed direction and control of all City and support resources. The EOC Manager, Deputy EOC Manager, Liaison Officer, and Public Information Officer make up the Command Staff and may be activated as the incident requires.

- 1. EOC Manager: The EOC Manager executes the provisions of the CEMP in times of emergency and assists in the recovery process.
 - a. Tasks: The EOC Manager is charged with all of the duties associated with the EOC until otherwise delegated.
 - i. Open the EOC, obtain the EOC Manager's vest, begin acquiring situational awareness to determine initial staffing needs, and initiate contact procedures to assemble a core staff.
 - ii. Answer the following questions to gain situational awareness:
 - 1. What is the problem?
 - 2. How big is the problem?
 - 3. Is the problem getting better or worse?
 - 4. What are the downstream effects on the city?
 - 5. What effects is this disaster or our action having outside the city?
 - 6. What is the plan?
 - iii. Appoint staff to positions as they arrive and in the following order for the initial activation needs:
 - 1. Logistics Section Chief: to assume staffing responsibilities.

2. Planning Section Chief: to assume situational awareness responsibilities.
 3. Public Information Officer: to address inquiries from the media and assume public information responsibilities.
 - a. The State, the County, neighboring cities, the City Manager, the Assistant City Manager, department directors, and the public should all be notified when the EOC is open and addressing an incident.
 4. Finance and Administration Section Chief: to assume notification responsibilities.
 5. Operations Section Chief: to coordinate interdisciplinary response to the incident.
 6. Liaison Officer: to provide information to elected officials and facilitate interjurisdictional coordination.
- iv. If necessary, function under Unified Command according to the standards and practices of the Incident Command System.
 - v. Determine incident objectives, strategies, and priorities.
 - vi. Determine the schedule that will be used during the first few hours of the activation until the Planning Section Chief is prepared to take over this function.
 - vii. Create an organization chart for publication.
 - viii. Provide an overview of the situation, followed by regular updates.
 - ix. Coordinate the activities of Planning, Logistics, Administration, and Operations sections.
 - x. Oversee the development of an Incident Action Plan.
 - xi. Support staff as they establish their respective Sections and begin accomplishing assigned tasks.
 1. Remind Section Chiefs to use section books.
 2. Remind staff to retrieve the appropriate vest for the section they are assigned to.
 3. Remind staff to “STAY in the BOX” and reinforce the organization chart.
 - xii. Establish contact with the City of Lacey, City of Tumwater, Thurston County, and Washington State EOCs.
 1. If necessary, establish a liaison with Thurston County Emergency Management.
 - xiii. Prepare a briefing for the City Manager and elected officials that includes:
 1. Scope of the event.
 2. Actions being taken.
 3. Future expectations and concerns.
 4. Policy support needs.
2. Deputy EOC Commander: Provides shift coverage for the EOC Manager and may be designated to prepare for an expedient transition from the response phase to the recovery phase.
 3. Liaison Officer: The Liaison Officer is responsible for facilitating the integration of City Hall, elected officials, the City Manager, and local and state agency resources into the Incident Command organization and is the primary contact for those resources. The City of Olympia also designates Safety Officer responsibilities to the Liaison Officer. If the Liaison Officer is unavailable all responsibilities are deferred to the Finance and Administration Section. The Employee Welfare Unit within the Finance and Administration Section will assume all Safety Officer responsibilities. Safety Officer tasks are included in the Liaison Officer and Employee Welfare Unit task lists. Tasks:

- a. Obtain a briefing from the EOC Manager.
 - b. Initiate contact with the City Manager and/or City Council, and appropriate local and state support agencies/representatives, and provide an initial briefing of the incident.
 - c. Identify primary contacts including the communications link and location.
 - d. Work with the PIO to keep City Hall informed so the City Manager and City Council do not come to EOC for information.
 - e. Monitor incident operations to identify current or potential inter-organizational conflicts.
 - f. Attend planning meetings as required.
 - g. Provide input on the coordination with City Hall and outside agency resources.
 - h. Oversee the well-being and safety of personnel in the EOC.
 - i. Advise on any City Hall or assisting agency special needs or requirements.
 - j. Determine if any special reports or documents are required.
 - k. Ensure that all outside agency personnel and/or equipment is properly recorded.
 - l. Ensure that all required outside agency forms, reports, and documents are completed.
 - m. Identify representatives from each responding agency, their location, and the appropriate communications and coordination link.
 - n. Respond to requests from incident personnel for inter-organizational contacts and possibly serve as the primary liaison with the Thurston County EOC.
 - o. Act as a "trouble shooter" for the purpose of maintaining effective, appropriate inter-organizational cooperation.
 - p. Monitor spontaneous response of resources not requested and integrate those resources into the emergency management system as appropriate or otherwise as required.
 - q. Act as the primary contact point for military assistance to local government.
 - r. Identify corrective actions and ensure implementation. Coordinate corrective action with Command.
 - s. Ensure adequate sanitation and safety in food preparation.
 - t. Initiate, maintain, and ensure completeness of documentation needed to support claims for injury and property damage.
 - i. Injury information should be kept on contracted personnel formally assigned to the incident, as well as paid employees and mutual aid personnel.
4. Public Information Officer (PIO): The City Communications Manager will function as the Public Information Officer. The PIO is charged with distributing appropriate information to the outside world using the media, employee outlook system, city web site, and any other outlets as they see fit to use. Tasks:
- a. Obtain a briefing from the EOC Manager.
 - b. Obtain the PIO vest from the EOC storage locker.
 - c. Ensure that the PIO Office is open, and that the PIO sign is posted on the doorframe.
 - d. Identify additional staff to support the emergency Public Information function.
 - e. Assign responsibilities such as media contacts, citizen contacts, Cityline updates, website updates, and employee contacts to PIO support staff.
 - f. Determine if other Public Information activities are taking place in the city, make contact, coordinate messaging, and determine whom the lead PIO will be.

- g. Contact the Thurston County EOC and determine what level of cooperation is needed for messaging.
 - h. Contact local media and inform them of the statement and release schedule.
 - i. Present media releases to the EOC Manager for approval prior to release. Not all known information is suitable for public release.
 - j. Establish and coordinate emergency public information prior to, during, and after an emergency.
 - k. Prepare and distribute public information releases regarding disaster preparedness, response, and recovery.
 - l. Review and coordinate releases of information from local, county, and state offices and departments through the EOC.
 - m. Respond to media and public inquiries.
 - n. Provide information to city elected officials and to employees, as necessary.
 - o. Monitor news media coverage of the incident.
 - p. Establish a rumor control capability.
5. Operations Section: The Operations Section assumes coordination of all response activities detailed in the Incident Action Plan. The EOC Manager will activate the Operations Section and Section Units as required by the incident. The Operations Section is charged with responding to the needs of the community with city resources from Fire, Police, Parks, and Public Works, etc. The Operations Section Chief is designated to oversee the coordination of the activities in each unit. The work of the Operations Section in the EOC is a coordination of different disciplines, not the actual response or dispatching activity. The Law Enforcement Unit, Fire Services Unit, Emergency Medical Services Unit, Public Works Unit, and Mass Care Unit make up the Operations Section and may be activated, as the incident requires.
- a. Operations Section Chief: Oversees coordination of the Operations Section. Tasks:
 - i. Obtain a briefing from the EOC Manager.
 - ii. Obtain the Operations vest from the EOC storage locker.
 - iii. Ensure that the Operations Section Office is open, and that the Operations sign is posted on the doorframe.
 - iv. Staff the section, assign work stations, and supervise.
 - v. Ensure that the mission number and FEMA number are being used.
 - vi. Consider appointing a scribe for the section to maintain constant situational awareness.
 - vii. Post the following information in the Operations Section area:
 - 1. EOC Org Chart including positions names.
 - 2. Incoming and outgoing phone numbers.
 - 3. Road closures.
 - viii. Establish contact with the departments that are/or will be involved in field operations. After contact is established:
 - 1. Inform the responding department that the EOC is open and ready to support them and that the Operations Section Chief is the primary contact for field operations.
 - 2. Communicate that the Operations Section Chief phone number will be the direct link to the EOC for support and two-way information sharing.

3. Ensure that the response departments involved in field response are using the State mission number and FEMA number on all relevant documents. The EOC should have this information posted.
4. Coordinate the interaction of multiple response departments using the Incident Command System.
5. Ensure that proper documentation is occurring.
- ix. Ensure the Operations Section staff is sharing information within the Section concerning the actions of the different departments involved in field operations.
- x. Determine the logistics needs of the field responders and report to the Logistics Section for resource procurement including food, supplies, additional workers, etc.
 1. Ensure the Logistics Section is filling logistic requests from the field with the highest priority.
- xi. Gather and interpret information to provide the Planning Section with expert perspective on the unique characteristics and needs of the incident for incorporation into the planning process.
- xii. Assembles and disassembles strike teams assigned to the Operations Section.
- b. Law Enforcement Unit:
 - i. Prioritizes law enforcement response consistent with the Incident Action Plan.
 - ii. Coordinates traffic and crowd control.
 - iii. Coordinates perimeter security, including coordination of scene ingress and egress where appropriate.
 - iv. Coordinates evacuation and activates a separate Evacuation sub-Unit when needed.
 - v. Maintains law and order by sustaining normal law enforcement operations wherever possible.
 - vi. Coordinates Search and Rescue.
 - vii. Provides for incident related criminal investigation.
 - viii. Provides personnel to assist the Thurston County Coroner with the disposition of human remains.
 - ix. Provides personnel to assist with the dissemination of warning and emergency public information.
 - x. Coordinates all incident related aircraft activity and activates an Air Operations sub-Unit if circumstances warrant.
 - xi. Coordinates all harbor related activities using department marine patrol resources.
 - xii. Provides security to the EOC.
- c. Fire Services Unit:
 - i. Coordinates all incident related fire services, including all mutual aid supplies, personnel, and equipment requested.
 - ii. Prioritizes fire service response that is consistent with the Incident Action Plan.
 - iii. Coordinates light and heavy rescue and extrication.
 - iv. Assists with the dissemination of warnings and emergency public information as requested by the Public Information Officer.

- v. Provides response to hazardous materials incidents, coordinates with the proper outside authorities for assistance as necessary and provides qualified personnel to assume the role of on-scene command for hazardous materials incidents.
 - vi. Provides lighting for night incidents.
- d. Emergency Medical Services Unit:
 - i. Prioritizes Emergency Medical Services response consistent with the Incident Action Plan.
 - ii. Conducts pre-hospital needs assessment based on number, type, and severity of injuries.
 - iii. Provides for on-scene triage and treatment of injured persons.
 - iv. Coordinates the transportation of injured persons to the appropriate hospitals, staging areas, or medical evacuation sites.
 - v. Coordinates all requests for additional EMS personnel and equipment.
 - vi. Coordinates requests for supplies with the hospitals.
 - vii. Assists in coordinating private ambulance resources.
 - viii. Assists in coordination of mass casualty response.
 - ix. Provides casualty and damage information to the EOC.
 - x. Coordinates with Thurston County Medic One for acquisition of additional supplies.
- e. Public Works Unit:
 - i. Prioritizes Public Works response that is consistent with the Incident Action Plan.
 - ii. Provides assistance to the Fire Department in light rescue by providing heavy equipment and other support as needed.
 - iii. Provides for clearance of debris.
 - iv. Coordinates performance of emergency protective measures relating to City property and facilities.
 - v. Coordinates the inspection of City bridges and other public works facilities.
 - vi. Coordinates collection of information regarding the condition of public works facilities and forwards that information to the Planning Section.
 - vii. Coordinates temporary and permanent repairs to City facilities and structures, including water service, streets and roads, bridges, etc.
 - viii. Performs or contracts major recovery work to restore damaged public facilities.
 - ix. Provides traffic control signs and barricades for road closures and detours and assists the Police Department in the development of alternate traffic routes around hazard sites.
 - x. Coordinates City flood fighting activities.
 - xi. Coordinates all additional private sector engineering assistance as needed.
 - xii. Coordinates emergency equipment rental or replacement with the Logistics Section.
 - xiii. Coordinates the disposal of residential and commercial solid wastes and debris.
- f. Mass Care Unit:
 - i. Determines public care needs and activates the appropriate elements of the mass care system and community shelter plan.
 - ii. Coordinates with the American Red Cross (ARC) the transfer of mass care and shelter needs to the ARC as soon as their capabilities are fully activated.

- iii. Coordinates, locates, staffs, and equips relocation centers and emergency shelters as needed.
 - iv. Coordinates activities supporting private disaster assistance and social service organizations in carrying out the mass care needs of the community.
 - v. Coordinates long-term individual and family disaster recovery programs in collaboration with the American Red Cross and various governmental agencies.
 - vi. Coordinates with the Disaster Recovery Group when activated.
 - vii. The Department of Parks, Arts, and Recreation staffs the Mass Care Unit.
6. Planning Section: The Planning Section collects, processes, analyzes, and disseminates information in the EOC. The EOC Manager will activate the Planning Section and Section Units as required by the incident. A Planning Section Chief will be designated to oversee coordination of the Section. The Situation Unit, Documentation Unit, and Damage Assessment Unit make up the Planning Section and may be activated, as the incident requires.
- a. Planning Section Chief: The Planning Section Chief is charged with collecting and documenting information, developing situation and status reports, anticipating future needs and prioritizing incidents. None of this can be accomplished until a general understanding or situational awareness of the incident is obtained. Planning has multiple functions. It is imperative that documentation of past, present, and future actions be completed. The tracking and recording of all requests for service and/or messages into the EOC is the first priority of the Planning Section. All messages will need to be logged on the EOC message log. Tasks:
 - i. Obtain a briefing from the EOC Manager.
 - ii. Obtain the Planning Section vest from the EOC storage locker.
 - iii. Staff and supervise the Planning Section.
 - iv. Develop and file Sit Reps in the incident activation file and send copies to the county EOC. The first Sit-rep should be sent when the EOC is activated. Sit-reps should be filled out every 6-8 hours or as conditions change and for each identified operational period.
 - v. Develop incident logs and forecasting.
 - vi. Establish an information gathering and organization system to meet the needs of the Incident.
 - vii. Coordinate the development of Incident Action Plans by Operational Period.
 - viii. Anticipate incident needs and prepare the EOC to stay ahead of the event.
 - ix. Produce, update, and send copies of incident maps to TCOMM, Operations Units, and Dispatch.
 - x. Produce and update status boards.
 - xi. Log all messages coming into the EOC.
 - xii. Provide reports to other sections and the county EOC.
 - xiii. Produce the final report on the EOC activation.
 - b. Situation Unit:
 - i. Provides the mechanism for the collection and analysis of information necessary for understanding the nature and scope of the emergency.
 - ii. Predicts the probable course of events and prepares alternative strategies that direct operations.

- iii. Coordinates the collection and organization of incident status and situation intelligence.
 - iv. Collects spot reports from the field as needed.
 - v. Assembles situation and spot reports and prepares required reports to be forwarded to the County.
 - vi. Assists the Planning Section Chief in the preparation of the Incident Action Plan.
 - vii. Makes use of field forces for the collection of essential information.
 - viii. Uses photography, including still photos and videotape, for planning, briefing, and historical recording purposes.
- c. Documentation Unit:
- i. Coordinates the maintenance of complete incident files as a part of the information management system.
 - ii. Provides status display and internal communications in the EOC.
 - iii. Establishes and maintains an incident chronology and master log.
 - iv. Establishes and organizes incident files.
 - v. Prepares incident documentation for the Planning Section Chief when requested.
 - vi. Provides for the collection of historical documentation, including audio and videotapes, photographs, and other historical records.
 - vii. Provides for the filing and long-term storage of incident records in cooperation with the Administrative Services.
 - viii. Assists with clerical and duplication services in the EOC.
- d. Damage Assessment Unit:
- i. Collects information necessary to form a clear understanding of the nature and extent of damage to public and private property, and the estimated cost of repair or replacement. A local Declaration of Disaster may be based on the findings of the initial assessment.
 - ii. Provides for an initial evaluation of damage through a Rapid Visual Assessment of public and private structures and facilities.
 - iii. Carries out initial ATC-20 inspection of damaged structures. Public Works will assist Community Planning and Development with this process.
 - iv. Prioritizes the inspection of critical facilities.
 - v. Coordinates detailed damage assessments, in cooperation with the appropriate local, state, and federal agencies and the American Red Cross.
 - 1. Private Property Damage may include damage to:
 - a. Homes.
 - b. Mobile homes.
 - c. Farm homes.
 - d. Multiple family homes.
 - e. Businesses.
 - f. Agricultural losses including loss of crops, livestock, and farm facilities.
 - 2. Public Property Damage is damage to property owned by local governments, non-profit organizations and tribes and may include damage to:
 - a. Non-federal road systems including the need for debris clearance.

- b. Water and sewer systems.
 - c. Flood control systems.
 - d. Public buildings and equipment.
 - e. Public facilities under construction.
 - f. Private non-profit facilities for education, emergency, utility, medical, custodial care, etc.
 - g. Parks, public recreation facilities, etc.
- 3. Damage Assessment Phases:
 - a. Initial Local Assessment: Raw data collected by local Damage Assessment Teams to determine the location and extent of damage. Initial assessment includes rough estimates of dollar loss.
 - b. Joint Assessment: If initial assessment discloses that repair and recovery are possibly beyond local and state capability, joint local, state and federal assessments are conducted to obtain more definitive information.
- 4. Damage Assessment Methods: Damage Assessment Methods will be activated as soon as practical. Initial assessments should be obtained within the first 12 to 24 hours of the disaster. Methods for assessment may include:
 - a. Spot Reports: Information from emergency personnel on scene. Spot reports, by Operational Area, may be requested.
 - b. Spontaneous reports: Information received from the public.
 - c. Aerial Inspection: Use of aircraft for gross damage assessment, may include aerial photographs or videotape.
 - d. Windshield Assessment: Rapid drive through to obtain initial information on the number of structures impacted.
 - e. Detailed Survey: More detailed assessment of the damage areas identified in the Windshield Assessment. Some of this information may also be assembled through a telephone call-in system, or personal interviews at a drop-in center.
- 7. Logistics Section: The Logistics Section acquires the resources necessary for an effective response effort. The EOC Manager will activate the Logistics Section and Section Units as required by the incident. A Logistics Section Chief will be designated to oversee coordination of the Section and Section Units. The Food Unit, Supply Unit, Facilities Unit, and Human Resources Unit make up the Logistics Section and may be activated, as the incident requires.
 - a. Logistics Section Chief: The Logistics Section Chief is charged with supporting the human and material needs of the city during any event that requires more resources than an individual department can provide. Human needs include but are not limited to Food, water, and rest arrangements for City employees deployed in the field or working in the EOC as well as replacement workers for all functions. Material needs can include but are not limited to response teams, tools, equipment, and supplies. Tasks:
 - i. Obtain a briefing from the EOC Manager.
 - ii. Obtain the Logistics Section vest from the EOC storage locker.
 - iii. Staff and supervise the section as dictated by the needs of the incident.

1. Recruit clerical support for the EOC. Two clerical persons will be needed immediately. Assign one to the EOC Manager.
 - iv. Ensure that the entrance to the EOC is secured. The Police Department can assign a cadet for this job.
 - v. Set up additional EOC and front office phones as needed. Instructions are in the EOC security drawers.
 - vi. Order food for the first expected meal break.
 - vii. Establish and coordinate an incident support capability to ensure effective emergency resource acquisition and allocation. Phone books, catalogs, brochures, etc. may be useful for locating items. Coordinate any purchasing through the Finance and Administration Section.
 - viii. Contribute to the Logistics portion of the Incident Action Plan.
 - ix. Begin the process of securing food, water, rest arrangements, and shelter for city Employees assigned to respond to the event.
 - x. Develop processes for rotating EOC staff through 12-hour shifts.
- b. Food Unit:
- i. Coordinates the acquisition and distribution of food supplies and provides for the purchase of essential food items from local merchants.
 - ii. Coordinates acquisition and distribution of potable water.
 - iii. Supports the Mass Care Unit by providing food supplies needed for feeding stations and public shelter facilities.
 - iv. Establishes food distribution centers.
 - v. Establishes contact with local retail and wholesale food outlets to obtain voluntary controls on distribution of essential food stocks.
 - vi. Coordinates with the Public Information Officer in the development of instructions to the public regarding location of distribution centers.
- c. Supply Unit:
- i. Coordinates the acquisition of equipment and supplies requested by the incident staff.
 - ii. Provides for the reception, storage, accountability, and distribution of ordered supplies and material.
 - iii. Maintains an inventory of supplies.
 - iv. Coordinates purchasing with the Finance and Administration Section and assures that all orders are supported by Purchase Orders issued by the Finance and Administration Section.
 - v. Provides for the coordination of service or repair of non-expendable supplies and equipment.
 - vi. Coordinates transportation resources.
 - vii. Coordinates with Thurston County Emergency Management for use of Intercity Transit and school busses in support of transportation needs.
 - viii. Coordinates allocation of fuel resources.
- d. Facilities Unit:

- i. Coordinates the establishment of incident facilities as required, including public shelter facilities, material staging and warehousing, emergency relocation centers, disaster victim processing facilities, etc.
 - ii. Provides for the continuing maintenance and operation of incident facilities until demobilized by Incident Command.
 - e. Human Resources Unit:
 - i. Coordinates the acquisition, registration, assignment, and management of spontaneous volunteers.
 - ii. Establishes a volunteer management center and augments staff with qualified volunteers.
 - iii. Establishes a receiving and processing capability for donated goods in cooperation with the Supply Unit.
 - iv. Coordinates with Thurston County Emergency Management in the joint establishment of a donated goods facility as needed.
 - v. Establishes a pool of skilled personnel provided by business, labor organizations, or other sources.
 - vi. Coordinates with the Human Resources Section for the placement of City personnel not otherwise assigned in the emergency plan.
 - vii. Coordinates with the Human Resources Section for the temporary emergency hire of personnel to meet emergency needs.
- 8. Finance and Administration Section: The Finance and Administration Section provides for the development and monitoring of responsible fiscal policies and procedures during times of emergency. This section also coordinates disaster cost recovery where possible and ensures compliance with state and federal requirements for disaster relief for our citizens. The EOC Manager will activate a Finance and Administration Section as required by the incident. A Finance and Administration Section Chief will be designated to oversee coordination of the activities of this Section.
 - a. Administrative Procedures: Normal administrative procedures and practices of city government will be followed to the maximum extent possible. The City Manager may amend, reduce, or suspend certain administrative and fiscal procedures to provide for efficient emergency response and recovery. This may include temporary reassignment of personnel, extension or modification of working hours, or other measures necessary to provide full response of city resources to the emergency.
 - b. Coordination of Expenditures:
 - i. Emergency Expenditures: Provisions for emergency/disaster expenditures are not normally included in the budgeting process. Disasters may occur, requiring substantial and necessary unanticipated expenditures. Such obligations and expenditures will be made under the provisions of the appropriate state statutes. Disaster expenditures will be incurred with currently appropriated city funds to the extent possible. The City Council and the City Manager will be responsible for identifying other sources of funds to meet disaster related expenses if city budgets are exceeded.
 - ii. Purchasing & Coordination with the Logistics Section: The actual acquisition of supplies, equipment and material in support of the emergency response will be carded out by the appropriate Unit of the Logistics Section.

1. Purchasing will be streamlined by the adoption of automatic authorization for purchase or rental of certain items by the Logistics Section in time of emergency. That policy may include purchase price thresholds, pre-issued purchase order numbers, or other procedures that provide for expedient purchasing while maintaining essential fiscal control.
- iii. Financial Records: The city will establish procedures for keeping records necessary to separately identify incident related expenditures and obligations. Such records are necessary in order to substantiate the extent of commitment of local government resources, to document requests for outside assistance, and for possible reimbursement of other financial assistance under a Presidential Proclamation of Disaster. Detailed records will be kept from the onset of the emergency which include:
 1. Work performed by force account (city employees), including appropriate extracts from payrolls; equipment used on the job and associated costs; invoices, warrants, and checks issued and paid for materials and supplies used on the job.
 2. Work performed by contract, including copies of requests for bid, if any; the contract, which is let; invoices submitted by the contractor; warrants authorizing check issuance; and checks issued in payment.
 3. Any other incident related expenditures associated with response to the incident.
- iv. Mutual Aid Resources: Mutual aid agreements between political jurisdictions, as well as with private sector groups, will be developed whenever possible. Such agreements will define liability, and detail funding and cost arrangements. Where mutual aid agreements do not exist, or other agreements or understandings do not apply, it must be assumed that the City of Olympia accepts full responsibility for the cost of requested resources.
- c. Essential Records: The Director of Administrative Services will coordinate identification of essential records and establish procedures under the guidance of the state law for preservation of vital records in the event of a major emergency. In addition, each department shall detail the records deemed essential for continuing government functions under emergency conditions. That list should include the location and method of retrieval of those records identified. Provisions shall also be made for access to records required for emergency operations, including utility system maps, location of emergency supplies and equipment emergency plans and procedures, personnel rosters, etc. Provisions should be made for the recovery of certain vital records in the event of damage to automated records systems.
- d. City Business Resumption Plan: Certain city business processes, if not performed, may directly result in lost revenue, significant increased operational costs, costly legal challenges, or safety and health issues not directly related to the disaster incident. A City Business Resumption Plan should be prepared to assist in sustaining or restoring critical functions and business as usual. These factors may be used to identify vital city services, and develop strategies for recovery:
 - i. How will the service interruption impact city customers?
 - ii. How long can the process or service be interrupted before the consequences severely impact business?
 - iii. Do other departments or agencies provide materials, services, or information that would seriously affect the service if not provided on schedule?
 - iv. What resources including personnel are needed to sustain the process or service? Will

- they be immediately available during or immediately after the emergency? Does the service require specialized personnel? Can temporary workers be hired to perform the service effectively?
- v. What system documentation is available? Can services be provided manually for a short period of time?
 - vi. What kind of support is required, including electrical power, water, computer support, transportation, public access facilities, etc.?
- e. **Emergency Worker Compensation: Liability Coverage for Emergency Workers:** Certain liability coverage is available under RCW 38.52 for emergency workers involved in the protection of life and property during an emergency under the provisions of this plan. Coverage will be activated by the assignment of a mission number by the State Emergency Operations Center, and the proper registration of emergency workers through the volunteer management system. Volunteer emergency workers will be utilized only as specified by state law, WAC 118-04. Workers will be registered as required, to include name, date of birth, address, the purpose for which they were utilized, and the appropriate dates and times.
- f. **Finance and Administration Section Chief:** The Finance and Administration Section Chief is charged with a variety of functions. These include, contacting City officials and elected members through the Liaison Officer if available, coordinating technical support for the EOC, and managing the documentation of costs during and after an event. Tasks:
- i. Obtain a briefing from the EOC Manager.
 - ii. Obtain the Finance and Administration vest from the EOC storage locker.
 - iii. Staff and supervise the required elements of the Section and assume the duties of the Section as appropriate should full activation not be required.
 - iv. Establish a fiscal control capability.
 - v. Provide input in planning on all financial and cost analysis matters.
 - vi. Ensure that the mission number, designated by the EOC Manager, FEMA number, and the event project number are posted and being used.
 - vii. Ensure on-going contact and information dissemination to the City Manager and City Council occurs. Remember to stress what information is public and what is not yet being released.
 - viii. Contact Legal to be available for declarations of emergency or disaster. Drafts are kept in the section book.
 - ix. Ensure all Sections are using ICS 214, Unit Logs.
 - x. Consider raising credit card limits for EOC cardholders.
 - xi. Support the EOC manager in process type decisions such as when to declare a disaster or emergency or when to seat the policy group.
 - xii. Be ready to consult with the City Attorney as needed on legal matters.
- g. **Procurement Unit:** Administrative Services will staff this Unit. The Logistics Section is responsible for acquiring required resources. However, the Procurement Unit provides financial monitoring for those transactions and facilitates the general process. The Procurement Unit:
- i. Provides for allocation of city financial resources in support of the needs of the incident.
 - ii. Establishes and administers a Purchase Order system to control expenditures in

- coordination with the Logistics Section.
- iii. Maintains records of financial obligations relating to the incident.
- iv. Coordinate all contractual matters regarding vendor contracts and rental agreements and ensures that all obligation documents are properly prepared and executed.
- h. Cost Tracking Unit: Staffed by Administrative Services. The Cost Unit:
 - i. Provides for the real time tracking of all expenditures, obligations, and costs incurred relative to the incident.
 - ii. Establishes a method of collecting the data needed to track costs. All departments will cooperate by maintaining those records necessary to accomplish cost analysis responsibilities.
- i. Telecommunications Unit: Staffed by Administrative Services augmented where necessary by other departments. The Telecommunications Unit:
 - i. Provides personnel to the EOC to assist with telecommunications.
 - ii. Provides for duplication services in the EOC.
- j. Information Services Unit: Staffed by Administrative Services augmented where necessary by other departments. The Information Services Unit:
 - i. Provides clerical support to the EOC, to include log keepers, data input services including EIS and other computer aided data collection efforts, and other clerical services as required.
 - ii. Provides for duplication services in the EOC.
- k. Employee Welfare Unit: Staffed by Human Resources and works in conjunction with Parks, Arts, and Recreation. The Employee Welfare Unit:
 - i. Provides for the monitoring of employee home and family needs to determine if they were impacted by the emergency.
 - ii. Provides a child care system for employee families as needed.
 - iii. Coordinates employee disaster relief as needed.
 - iv. Coordinates Post Traumatic Stress debriefings for employees and their families.
 - v. Coordinates workplace disaster safety surveys and modifications.
 - vi. Coordinates all Workman Compensation claims and other issues relating to the incident, including injuries and illnesses.
 - vii. Identifies potentially unsafe acts.
 - viii. Identifies corrective actions and ensure implementation. Coordinates corrective action with Command.
 - ix. Ensures adequate sanitation and safety in food preparation.
 - x. Initiates, maintains, and ensures completeness of documentation needed to support claims for injury and property damage.
 - 1. Injury information should be kept on contracted personnel formally assigned to the incident, as well as paid employees and mutual aid personnel.

Prevention and Mitigation

- Promote safety and prevention programs.

Preparedness

- Develop and maintain the City CEMP.
- Coordinate and maintain a method of identifying available resources.
- Provide preparedness activities including plans, procedures, training, drills, exercises, etc.

Response

- Coordinate the City's emergency response with federal, tribal, public and private organizations.
- Communicate and coordinate with local jurisdiction and tribal government EOCs to monitor the situation, gather essential elements of information and identify jurisdictional and tribal needs and requirements.
- Staff the EOC as dictated by the emergency or disaster and the resource needs.
- Develop EOC Action Plans, as required.

Recovery

- Deploy appropriate resources as needed in support of recovery operations.
- Coordinate with state agency, local jurisdiction and tribal government officials on short-term and long-term recovery planning and operations.
- Develop EOC Action Plans and SITREPs as appropriate.
- Distribute recovery information, plans and reports to EOC staff.
- Recommend the activation of the Recovery Task Force (RTF).
- Conduct after-action critique of the overall response and recovery efforts and recommend operational, procedural, or statutory changes to improve future efforts.

Responsibilities

Fire Department: Emergency Management Division

- Establish Incident Command Systems sections as instructed by the EOC Manager.
- Establish appropriate Units as required by the nature and scope of the emergency.

All City Departments:

- Develop procedures that detail the departments expected role in emergency response.

Thurston County Emergency Management:

- Provides support to the City of Olympia in all aspects of emergency response and recovery.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

Hazardous Materials

Introduction

Purpose

To define local responsibilities for hazardous material incident response and management.

Scope

Preparation for and response to incidents in the City involving hazardous substances, including radioactive materials.

Policies

1. Federal law, specifically the Emergency Planning and Community Right-to-know Act, defines how communities will prepare for and respond to incidents involving the release of certain hazardous substances. This plan is consistent with the requirements of the law.
2. The Local Emergency Planning Committee (LEPC) has established a hazardous materials emergency response plan in accordance with federal and state law. That plan is included herein by reference.
3. The Washington State Patrol has been designated as the Incident Command Agency for hazardous materials incidents that impact state and interstate highways.

Situation

Emergency/Disaster Conditions and Hazards

The manufacture, transportation, storage, and use of a wide range of hazardous materials in our community pose a threat to life and the environment in the event of an uncontrolled release. Accidents involving rail, waterway and highway transportation of chemicals may occur. An initial disaster, like an earthquake, may result in numerous secondary events such as ruptured or overturned storage tanks, ruptured lines or explosions caused by spilled material.

Planning Assumptions

1. The Fire Department will most likely be the initial responding agency. Fire Department plans and procedures should be developed to define how hazardous materials incidents will be managed and how emergency resources will be mobilized as well as the methods for notifying WSP when appropriate.
2. In major events where multiple hazardous materials incidents exist, the Fire Department may have to proceed as the hazardous materials response agency without the assistance or direction of the Washington State Patrol.

Concept of Operations

General

1. A hazardous materials incident will be reported to emergency authorities by the spiller, bystanders, or others becoming aware of a dangerous situation. Most reports will be made to Thurston 9-1-1 (TCOMM).
2. TCOMM has internal procedures for notification of the appropriate emergency response agencies. The Fire Department is the initial response agency for hazardous materials in the city.
3. Initial protective actions will be taken by the Fire Department as required by the nature and scope of the incident. In larger incidents, the EOC may be activated in support of on-scene command.
4. WSP will be notified and will assume Incident Command at the scene according to standing orders.
5. Incident command will determine the appropriate method for handling the incident, including protective measures, personnel safety, cleanup, etc.

Organization

The designated incident command agency will determine the appropriate response organization for handling a hazardous materials (HAZMAT) incident.

Procedures

1. The internal procedures for each response agency will identify how they will respond to a HAZMAT incident.
2. Site-specific incidents will be coordinated on-scene. The city EOC may be activated for multiple simultaneous incidents.

3. The provisions of the Thurston County Hazardous Materials Emergency Response Plan developed and maintained by the Local Emergency Planning Committee, will identify the overall direction, control, and coordination elements of hazardous materials incident response and recovery.

Prevention and Mitigation

- Conduct inspections of facilities where hazardous materials are generated, used, stored, disposed of, or destroyed.
- Manage city-owned aquatic lands and associated habitat to reduce or eliminate the effects of hazardous materials.
- Manage biological, cultural, and natural and structural resources to reduce or eliminate the effects of hazardous materials.

Preparedness

- Develop guidance and emergency procedures for operations.
- Develop and conduct hazardous materials exercises.
- Develop and conduct hazardous materials training for all emergency responders.
- Participate in other local, state, and federal hazardous materials exercises.

Response

- Provide 24-hour response to hazardous material, oil spill, or other release incidents.
- Make emergency notifications.
- Determine the source and course of the incident.
- Identify the responsible party for a hazardous material, oil spill, or release incident.
- Assume responsibility for incident management and cleanup if the responsible party is unavailable, unresponsive, or unidentified.
- Ensure that source control, containment, cleanup, and disposal are accomplished.
- Assist in monitoring and ensuring the safety of first responders and other personnel.
- Initiate enforcement actions, as appropriate.
- Coordinate spill response with other state and federal agencies, and local jurisdictions.
- Establish a JIC with involved agencies and the responsible party to provide current and accurate information to the community.
- Make on-site inspections of hazardous materials, oil spill, or other releases.

Recovery

- Review response procedures following an incident.
- Coordinate the preparation of an after-action report where appropriate for oil and hazardous materials incidents.
- Recommend and oversee long-term remedial actions.
- Follow-up on enforcement actions.

Responsibilities

Washington State Patrol

- Acts as designated Incident Command Agency for hazardous materials.
- Assumes overall direction and control responsibility according to state law.

- Determines the best method of handling the incident, requests outside resources as needed.
- Coordinates with other state agencies, including the Department of Ecology, regarding response and recovery.

Fire Department

- Acts as initial response agency for hazardous materials.
- Identifies the hazard if possible and determines the appropriate initial response methods to mitigate the immediate threat to life and property.
- Confirms notification of the designated incident command agency.
- Confirms notification of the appropriate state agencies.
- Coordinates actions with the LEPC.

Mutual aid fire departments and districts

- Provides mutual aid support to the Fire Department or the incident command agency as requested.

Police Department

- Traffic and perimeter control at the scene.
- Assists with identification of the hazardous material.
- Coordinates actions with the LEPC.

Washington State Department of Ecology

- Acts as lead agency for spill cleanup.
- Provides technical information on containment, cleanup, and disposal.
- Assists with laboratory analysis and evidence collection for enforcement action.
- Serves as the state on-scene coordinator under the National Contingency Plan for spills impacting the waterways.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Refer to the Fire Department's emergency response processes.

Legal

Summary

The Legal Department consists of general counsel and prosecution.

Core Capabilities

The following core capabilities align with the responsibilities of the Legal Department:

All Phases

Planning

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the Legal Department:

ESF-5: Emergency Management (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

Municipal Court

Summary

The Municipal Court consists of court services, probation services, and community court.

Core Capabilities

The following core capabilities align with the responsibilities of the Municipal Court:

Response

On-scene security, protection, and law enforcement.

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the municipal court:

ESF-5: Emergency Management (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

Parks, Art, and Recreation

Summary

The Parks, Art, and Recreation Department consists of Community Enrichment and Parks. Community Enrichment includes Arts, facility operations, and recreation. Parks includes parks maintenance, and planning and design.

Core Capabilities

The following core capabilities align with the responsibilities of Parks, Arts, and Recreation:

All Phases

Operation Coordination

Mitigation

Community resilience

Response

Logistics and Supply Chain Management

Mass Care Services

Recovery

Housing

Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Parks, Arts, and Recreation :

ESF-3: Public Works and Engineering (Supporting)

ESF-5: Emergency Management (Supporting)

ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services

ESF-7: Logistics Management and Resource Support

ESF-14: Long Term Community Recovery (Supporting)

Mass Care

Introduction

Purpose

Coordinate mass care and sheltering efforts for the population following a major emergency or disaster.
Coordinate comfort centers during severe weather events or following a disaster or emergency.

Scope

- Address sheltering needs for persons unable to provide for themselves, and define coordination of shelters, feeding stations, and other special services to persons in need following an emergency.
- The management, safe handling, and distribution of food stocks, water, and donated goods for the needs in the city of Olympia during a major emergency or disaster to be coordinated with Thurston County.

Policies

- The needs of the impacted population will be met whenever possible with combined public and private resources, including city personnel and facilities where appropriate, private disaster relief agencies, churches, civic and fraternal organizations, non-profit charitable organizations, and any other appropriate service or facility.
- Mass care services will be provided without regard for race, color, religion, national origin, age, sex, financial status, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.

Situation

Emergency/Disaster Conditions and Hazards

- Disaster conditions may be of such severity as to prevent the habitability of homes, damage essential services such as water and power, disrupt the distribution of food, and significantly stress local emergency aid.
- Food and water sources as well as other essential supplies may be exhausted or compromised, requiring special procedures for acquiring additional resources.

Planning Assumptions

- Mass care will normally be carried out during and immediately after an emergency or disaster until individual services can be provided.
- Not all persons evacuated from their homes will need shelter and support. Sheltering with family members, the use of recreational vehicles, and other expedient and self-sufficient means may reduce the overall load on public shelter capabilities.
- Under emergency/disaster conditions the American Red Cross and the Salvation Army are the primary agencies that have the ability to coordinate feeding.
- The Fire Department: Emergency Management Division will work with all community, humanitarian, and social service organizations on the coordination of this activity.
- The distribution of food, water, and donated goods needs to be a community wide effort to include City of Olympia and Thurston County government.
- Distribution of food, water, and donated goods will tax government, humanitarian, and social service agencies.
- City of Olympia and Thurston County have limited experience in coordinating the distribution of food, water, and donated goods in a catastrophic event.
- Water supplies may be severely impacted both during flooding, severe winter storms, due to frozen then ruptured pipes, and earthquakes because of total disruption, cracks, pipeline failures, etc.
- Most water purveyors are not prepared to deal with severely impacted water systems after a major emergency/disaster.

Concept of Operations

General

- Mass care provides for the immediate survival needs of disaster victims through group services and facilities coordinated by the Department of Parks, Arts, and Recreation.
- The American Red Cross (ARC) is the primary resource for opening and operating public shelters. Where possible, the ARC will assist in the acquisition and coordination of additional private sector relief resources.
- When the incident impacts more than one jurisdiction, coordination with the American Red Cross will be through the Thurston County ECC.
- The Fire Department: Emergency Management Division will coordinate with local agencies, churches, institutions, commercial facilities, volunteer organizations, and appropriate purveyors for the management of food, water, and donated goods.

Organization

- Incident Command may establish a Mass Care Unit for coordination of emergency sheltering and feeding.
- An American Red Cross representative may be requested to assist the Mass Care Unit in coordination of private sector care resources.

Procedures

1. Mass Care Centers: In order to provide for the rapid care of dislocated persons, mass care centers will be identified by the Mass Care Unit as quickly as possible. The purpose of these centers is to provide immediate relief for emergency personnel by meeting the needs of displaced disaster victims. Disaster victims will be assisted in one of the following ways:
 - a. No Shelter Needed/Will Seek Shelter Elsewhere: Disaster victim check-in will be encouraged at

- mass care centers. Collected information including names, address, destination, and other details will be forwarded to the Disaster Welfare Information Center.
 - b. Shelter Needed/No Alternative Resource: Processed and sheltered or routed to a special needs shelter facility.
 - c. Feeding Only: Provisions will be made for feeding stations in or near the impact area that allow for drop-ins.
2. Post Incident Disaster Assistance Centers: The Emergency Management Coordinator will assist in the location, staffing and supervision of Disaster Assistance Centers as needed following a disaster. All individual assistance programs, public and private, will be accessible at the local level through the Disaster Assistance Centers.
 3. Comfort Centers: Comfort centers may be made available during severe weather events or following a disaster or emergency.
 - a. The American Red Cross is the preferred provider of supervision.
 - b. Police support may be necessary to maintain a secure, safe, and peaceful facility.
 - c. Drinking water and cups will be made available at the facility.
 - d. Food needs will have to be provided and managed by another agency and must meet health department regulations.
 4. Disaster Assistance to Individuals: Certain assistance may be available on a limited basis through local volunteer and disaster service organizations, e.g., American Red Cross, Salvation Army, Thurston County Health Department, without a local, state, or federal declaration/proclamation of disaster. Services may include:
 - a. Distribution of food supplies.
 - b. Distribution of clothing, bedding and personal comfort items.
 - c. Establishment of temporary feeding stations.
 - d. Public shelter or temporary housing.
 - e. Limited nursing services for seniors and persons with disabilities.
 5. Coordination with the American Red Cross (ARC): The Thurston/Mason Counties Chapter of the American Red Cross will establish central direction and control of ARC resources. Depending upon the level of involvement by ARC in disaster response and recovery in the city of Olympia, a direct liaison for ARC may be established at the EOC to ensure close coordination and cooperation.
 6. Coordinate and support existing homeless sheltering resources in downtown Olympia by helping ensure the shelters are open.
 7. State and Federal Disaster Relief and Individual Assistance Programs: In the event of an emergency or disaster proclamation by the President of the United States, certain federal disaster assistance programs will be available to the impacted population. The State Emergency Operations Center and the Federal Emergency Management Agency coordinate disaster assistance to individuals, upon proclamation of a disaster. In addition, certain aid is available from private disaster assistance and social service agencies.
 8. Community Mental Health Services: The Emergency Management Coordinator will coordinate with Thurston County Emergency Management in the carrying out of post incident community mental health services and religious affairs. A region wide inventory of qualified mental health professionals should be established for this purpose. Services may include information and referral, spiritual guidance services, and critical incident stress debriefing.

9. Disaster Welfare Information (DWI) System: American Red Cross has plans to establish and maintain a system of disaster victim registration in order to provide for a central clearinghouse of information on persons impacted by disaster. A single official register will be kept which lists the information available on known injuries, the status of relocated persons, and other information essential for response to welfare inquiries. The DWI system will not include a confirmed casualty list. Information available through the DWI System will include:
 - a. Information about persons injured as provided by local hospitals.
 - b. Information on casualties evacuated to hospitals outside of the disaster area as provided.
 - c. Status of individuals living in the disaster area obtained through shelter registration or a community-wide DWI registration process.
10. Casualty List: A single casualty list of known confirmed dead will be maintained by the Thurston County Coroner and will be accessible through Thurston County Emergency Management when activated. The category "missing" will not be used. Fatality lists will not be transmitted by radio to prevent accidental monitoring by unauthorized persons. The Thurston County Coroner will determine the appropriate means of dissemination of information on deceased persons.
11. Release of Information: American Red Cross procedures for the release of information on disaster victims will be observed. Confidentiality of information provisions will be observed. Only information cleared for release will be included in the DWI system.
12. Provisions for Special Populations: A Special Populations Coordinator position may be established within the Mass Care Unit to ensure that the needs of the elderly, children, persons with disabilities, and non-English speaking persons are met to the extent possible. The Special Populations Coordinator should:
 - a. Identify the special population needs.
 - b. Coordinate with existing social service and disaster assistance/relief organizations to make sure needs are being addressed.
 - c. Coordinate with local utilities to identify special needs of people who depend on utilities for life support.
 - d. Establish a capability at the Disaster Assistance Center to provide support in understanding information and government regulations, completing forms, and obtaining the necessary relief.
13. Evacuation and Sheltering of Pets: The City of Olympia will coordinate the evacuation and sheltering of pets through the Thurston County EOC.
14. Food:
 - a. The cooperation of the commercial food sector is essential to execute emergency plans for allocation of food resources to meet emergency demands.
 - b. The EOC will attempt to coordinate city food resources.
 - c. Emergency food stocks will be purchased or procured under the provisions of RCW 38.52.070.
 - d. Coordination of food stocks may be made in cooperation with the Thurston County Food Bank.
15. Water:
 - a. Thurston County receives its water from a multitude of systems. Olympia's primary drinking water source is McAllister Wellfield.
 - b. The EOC will coordinate city water resources.
 - c. Following an earthquake, water may be evaluated for contamination.

Prevention and Mitigation

- Refer to City hazard mitigation plans. The Emergency Management Coordinator or a designee with assistance from the Director of the Department of Community Planning and Development or a designee are responsible for hazard mitigation planning and coordination.
- Protect potable water supplies including the use of fencing and surveillance of reservoirs and wellheads as well as treatment and testing of water supplies before entering pipeline delivery systems.

Preparedness

- Share information and lessons learned, develop processes and plans, coordinate response activities, and conduct annual exercises with regional partners.
- Refer to individual water utilities, food producers and distributors, health and agricultural organizations, etc. for plans.

Response

- Track the status of all mass care activities in the city.
- Submit, monitor, and coordinate resource requests for mass feeding and sheltering.
- Coordinate the activities of those local agencies charged in local plans for the provision of food, water, and donated goods.
- Inform assigned agencies of the need to coordinate food, water, and donated goods.

Recovery

- Support the transition to recovery activities, as required.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, purchases, or expenditures.
- Revise procedures based on lessons learned from the emergency or disaster.
- Demobilize resources when appropriate.

Responsibilities

Department of Parks, Arts, and Recreation

- Responsible for providing for direct services to the individuals impacted by a disaster, including feeding, temporary shelter, disaster victim registration, and disaster relief to individuals and businesses. Staffs the Mass Care Unit, in cooperation with the American Red Cross, to ensure the immediate comfort and care of the victims of disaster. The Mass Care Unit will:
 - Determine public care needs and activate the appropriate elements of the mass care system and community shelter plan.
 - Coordinate with the American Red Cross the transfer of mass care and shelter needs to the ARC as soon as their capabilities are fully activated.
 - Coordinate, locate, staff, and equip relocation centers and emergency shelters as needed.
 - Coordinate activities supporting private disaster assistance and social service organizations in carrying out the mass care needs of the community.
 - Coordinate long term individual and family disaster recovery programs in collaboration with the American Red Cross and various governmental agencies.
 - Coordinate with downtown Olympia homeless support community.
 - Coordinate with the Disaster Recovery Group when activated.

American Red Cross

- Provides disaster victims with food, clothing, shelter, first aid, and supplementary medical/nursing care as well as other urgent needs.
- Opens shelters and feeding stations upon request.
- Maintains agreements with facility owners and operators for their emergency use as shelters.
- Coordinates their activities through the Thurston County ECC when activated for a multi-jurisdictional incident.

Salvation Army

- Provides personnel, facilities, and services to assist the Department of Parks, Arts, and Recreation in meeting emergency care needs.

Fire Department: Emergency Management Division

- Coordinates the activities of those local agencies charged in local plans for the provision of food, water, and donated goods.
- Informs assigned agencies of the need to coordinate food, water, and donated goods.
- Coordinates and maintains a liaison with private providers of mass care resources and services.
- Coordinates with all appropriate departments/agencies to ensure operational readiness.
- Maintains an operational EOC and emergency operating procedures.
- Coordinates with State Emergency Management in the development of local programs that will manage the logistics of food, water, and donated goods.

Food Bank

- Coordinates distribution of unsolicited goods.
- Coordinates with the Volunteer Center for additional staffing needs.
- Provides emergency food to individuals and organizations.
- Maintains a resource listing of city and countywide food bank facilities and their equipment, supplies, and facilities and their availability.

Salvation Army

- Provides mobile canteen services.
- Provides emergency feeding services.
- Collects and distributes food, clothing, and other supplies.
- Maintains a resource listing of equipment, supplies, and facilities and their availability.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Hazard Mitigation Plan.

Refer to the department of Parks, Arts, and Recreation's emergency response processes.

Logistics

Introduction

Purpose

Provide for the effective use, prioritization, and conservation of available resources. Define how supply, equipment, services, and facilities will be provided in support of the incident; and how food and water resources will be coordinated. Define the methods for utilizing military support and civil authorities, when appropriate to augment local efforts.

Scope

Coordination of provision of resources to City organizations including location, procurement, warehousing, distribution, and accountability of material, services, and personnel.

Policies

Disaster Response and Recovery Resources

The personnel, services, equipment, supplies, and facilities of the city are the primary resources available for emergency response and recovery. All departments will make full use of their available internal resources. Supplies and equipment will be provided from current city resources or, if necessary, from commercial sources, emergency supplies will not be stockpiled.

Logistics Support

Additional support, intended to augment existing capabilities, can be obtained through the Logistics Section when activated. Upon formal declaration of emergency by the City Council, the City Manager may authorize the procurement of additional supplies and equipment needed to meet the critical needs of the community.

Control of Local Private Resources

A free-market system will be used whenever possible in the acquisition of essential material. The administration of certain economic stabilization measures may be required to ensure equitable distribution of emergency resources. This may include rationing of food, petroleum, and other essential items, or the stabilization of prices, rents, and other necessary actions. All economic stabilization measures will be enacted by Ordinance. Prioritization of the distribution of essential resources will progress as follows:

1. Unlimited Access: Routine point of sale distribution through existing local wholesale and retail outlets.
2. Voluntary Limitations: Enacted by local merchants on a voluntary basis as requested by Emergency Management. Requests for voluntary limitations will be made by official action of the City Council.
3. Mandatory Limitations: Imposed on local merchants by Ordinance; includes priorities of allocation, production directives, conservation measures, rationing, anti-hoarding, and construction regulations.
4. Seizure of Essential Goods: Accomplished under the emergency powers activated by a Governor's proclamation of a state of emergency.

Coordination with Thurston County/Lacey/Tumwater

Because of the multi-jurisdictional impact of controls on private resources, coordination with the Thurston County Board of County Commissioners and the City Councils of the cities of Tumwater and Lacey is essential. Every effort will be made to ensure that controls imposed by all jurisdictions in the region are consistent. Regional coordination of emergency resource conservation measures will be the responsibility of Thurston County Emergency Management.

Situation

Emergency/Disaster Conditions and Hazards

Emergency conditions may be of such severity as to exhaust the resources under the control of City departments, and require special procedures for acquiring additional material, services, and personnel. Weather conditions, damage to transportation routes, damaged equipment, or other factors may inhibit the use of local equipment and supplies.

Planning Assumptions

1. Resources beyond the capacity of City departments will be coordinated through the EOC.
2. Requests for resource support will be handled on a case-by-case basis and allocation will depend on availability, means of delivery, and fiscal status.
3. Procedures will be in place to pay for certain essential supplies and equipment. Procurement, where financial obligations are required, will be coordinated with the Finance Section.

Concept of Operations

General:

1. Logistics and Emergency Resource Allocation: Policies and procedures will be adopted which provide for the effective utilization and conservation of vital local resources.
2. The Logistics Section Chief, when activated by the EOC Manager/Incident Commander, shall have the responsibility for coordination of resource acquisition and allocation.
3. The City Council may invoke controls on resources and establish resource allocation priorities during a state of emergency.
4. Resource allocation policies envision the continued operation of a free-market economy and existing distribution systems to the extent possible. Voluntary controls are the preferred method of resource management.
5. Where necessary, under a declaration of emergency, the City Council may consider adoption of an emergency ordinance invoking mandatory controls on local resources on a temporary basis.
6. During the preparedness phase, the Emergency Management Coordinator will identify local industries and other public and private resources that may be needed in a disaster.
7. Volunteer Organizations: The Human Resources Section will make use, of schools, churches, and existing volunteer organizations as a volunteer base, and coordinate with Thurston County Emergency Management, for use of volunteer groups under their direction. Volunteer organizations may include:
 - a. Amateur radio HAM organizations: communications support.
 - b. Salvation Army: supports the American Red Cross in disaster victim care and assistance.
 - c. Olympia Police Explorers: assistance with search and rescue or other non-threatening duties as appropriate.
 - d. American Red Cross volunteers: accessed through the ARC headquarters, volunteer section.
8. Military Support to Civil Government: Requests for military assistance will be made through the State Emergency Operations Center. Military assistance supplements local resources.
9. Types of Military Assistance Available: When made available by the Governor or other authority, military assets will be attached to the appropriate, requesting functional unit. The Liaison Officer will act as the primary contact to ensure the appropriate use of military resources. The capability of military resources includes, but are not necessarily limited to:

- a. Assistance with mass feeding.
 - b. Civil disturbance operations/area security patrol.
 - c. Roadblocks and traffic control.
 - d. Limited military engineering.
 - e. Mobile and fixed communications support.
 - f. Delivery of critical supplies and equipment.
 - g. Emergency evacuation/transportation by land, sea, and air.
 - h. Limited emergency electrical power.
 - i. Limited emergency medical aid.
 - j. Limited potable water.
 - k. Aerial reconnaissance/damage assessment.
 - l. Search and rescue.
10. Assistance Available from the Civil Air Patrol (CAP): CAP resources will be coordinated through Thurston County Emergency Management. CAP assistance includes, but is not limited to:
- a. Courier and messenger services.
 - b. Aerial surveillance.
 - c. Light transportation flights for emergency personnel and supplies.
 - d. Aerial photographic and reconnaissance flights.
 - e. Communications support.
 - f. Search and rescue.

Organization

1. The EOC Manager may activate a Logistics Section as required by the incident. A Logistics Section Chief will be designated to oversee coordination of the activities of the Section.
2. Organization of the Logistics Section: The Functional Units may be established as need. The following units are regularly established during an incident:
 - a. Supply Unit.
 - b. Facilities Unit.
 - c. Food Unit.
 - d. Human Resources Unit.
3. Emergency Assistance from Local Religious Groups: The Department of Parks, Arts, and Recreation or the Human Resources section will be the appropriate contact point for services and assistance offered by local religious organizations.

Procedures

1. Logistics Section Chief:
 - a. Staff and supervise the organizational elements of the Section as dictated by the needs of the incident.
 - b. Establish and coordinate an incident support capability to ensure effective emergency resource acquisition and allocation.
 - c. Contribute to the Logistics portion of the Incident Action Plan.
2. Supply Unit:

- a. Coordinate the acquisition of equipment and supplies requested by the incident staff.
 - b. Provide for the reception, storage, accountability, and distribution of ordered supplies and material.
 - c. Maintain an inventory of supplies.
 - d. Coordinate purchasing with the Finance and Administration Section. Assure that all orders are supported by Purchase Orders issued by the Finance and Administration Section.
 - e. Provide for coordination of service or repair of non-expendable supplies and equipment.
 - f. Coordinate transportation resources. Coordinate with Thurston County Emergency Management as needed for use of Intercity Transit and school busses in support of regional transportation needs.
 - g. Coordinate allocation of fuel resources.
3. Facilities Unit:
- a. Coordinate the establishment of incident facilities as required, including expedient public shelter facilities, material staging and warehousing, emergency relocation centers, disaster victim processing facilities, etc.
 - b. Provide for the continuing maintenance and operation of incident facilities until demobilized by Incident Command.
4. Food Unit:
- a. Coordinate the acquisition and distribution of food supplies. Provide for the purchase of essential food items from local merchants.
 - b. Coordinate acquisition and distribution of potable water.
 - c. Coordinate with the Mass Care Unit by providing food supplies needed for feeding stations and public shelter facilities.
 - d. Establish food stocks distribution centers.
5. Emergency Feeding Stations: The American Red Cross (ARC) is tasked with establishing emergency feeding capabilities. ARC maintains active contracts with local stores and restaurants in order to provide emergency food.
6. Human Resources Unit:
- a. Coordinate the acquisition, registration, assignment, and management of spontaneous volunteers.
 - b. Establish a volunteer management center. Augment staff with qualified volunteers.
 - c. In cooperation with the Supply Unit, establish a receiving and processing capability for donated goods. Coordinate with Thurston County Emergency Management in the joint establishment of a donated goods facility as needed.
 - d. Establish a pool of skilled personnel provided by business, labor organizations, or other sources.
 - e. Coordinate with the Human Resources Section for the placement of City personnel not otherwise assigned in the emergency plan.
 - f. Coordinate with the Human Resources Section for the temporary emergency hire of personnel to meet emergency needs.
7. Volunteer Registration Requirements: Compensation for injury, death or loss of certain personal equipment may be available to volunteer emergency workers under RCW 38.52. In order to qualify for benefits, the following information is needed during the registration process:

- a. Name.
 - b. Address.
 - c. Social Security number.
 - d. Qualifications or training.
 - e. Actual duties assigned/emergency worker classification.
 - f. Applicable dates and times.
8. Regional Resource Marshaling Center: A regional facility for the reception, warehousing, accounting, and distribution of essential supplies and equipment will be established in cooperation with Thurston County Emergency Management.
 9. Staging Areas: The central in-city distribution point for incoming supplies and equipment will be the Port of Olympia. An alternate distribution center may be established elsewhere if Port facilities are inaccessible. Staging of equipment and supplies may be established in each Operational Zone when appropriate.

Prevention and Mitigation

- All primary and support agencies will ensure that personnel and equipment are protected from the effects of disasters by complying with the Basic Plan, and that appropriate emergency procedures and operating plans address and comply with City response and recovery guidelines.

Preparedness

- Establish and review departmental roles and responsibilities for providing resource support during the response and recovery phases of an emergency or disaster.
- Maintain an inventory of City owned and leased facilities.
- Identify resources for the response and recovery phases of an emergency or disaster.
- Develop a needs assessment of internal and external resources to identify including:
 - Essential personnel and staffing for internal and external support requirements.
 - Emergency supplies needed for personnel.
 - Essential records, equipment, and office supply needs.
 - Essential office space requirements.
 - Research and determine, from the appropriate authorities, potential liability issues and appropriate insurance levels for state agencies.
 - Logistics transportation requirements for an emergency or disaster.

Response

- Provide information on how and where to obtain goods and services to emergency management staff.
- Coordinate and fill resource requests.

Recovery

- Support the transition to recovery activities, as required.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, purchases, or expenditures.
- Ensure correct cost coding for any facilities, goods or services obtained from private sector providers.

Responsibilities

Parks, Arts, and Recreation and Public Works

- Analyze incident resource requirements and establish of resource priorities.
- Identify available resources and develop agreements for acquisition and use.
- Establish an inventory control and material delivery capability.
- Manage donated goods.
- Establish a volunteer registration and coordination capability.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Public Works All Hazards Plan.

Refer to the department of Parks, Arts, and Recreation's emergency response processes.

Volunteer and Donations Management

Introduction

Purpose

To provide an overview of Volunteer and Donations Management and be a mechanism for navigating regional coordination of spontaneous volunteers and unsolicited donations. Additionally, this is a tool for the city to use for advance planning to have policies and procedures in place to handle spontaneous volunteers and unsolicited donations.

Scope

A framework and guidance on the roles of Federal, State, County, and local governments in the management of large amounts of spontaneous volunteers and unsolicited donations in the aftermath of a catastrophic disaster.

Preparedness

1. There are many varying levels of preparedness among the different public and private organizations located within and around the City of Olympia. Some ways to prepare for spontaneous volunteers and unsolicited donations include:
 - a. Create a strong local network for effectively using spontaneous volunteers and unsolicited donations.
 - b. Appoint a lead agency to coordinate with local volunteer groups.
 - c. Develop a Spontaneous Volunteer Management Plan.
 - d. Develop a Donations Management Plan.
 - e. Develop a public education plan specifically targeted at potential volunteers and donors.
 - f. Engage the business community in planning efforts.
 - g. Include spontaneous volunteers and the management of unsolicited donations in Training & Exercises.
2. It is important for the lead agency to establish regular communication with other volunteer agencies to be better prepared. The goal is to affiliate volunteers prior to any event. The city should focus on creating or updating its plans for volunteer and donations management.

Coordination Committee

Establish a Volunteer and Donations Coordination Committee whose primary purpose is to discuss and coordinate spontaneous volunteer and unsolicited donations management activities across the city. Topics for discussion may include:

- Current location of Volunteer Reception Centers.
- The status of processing.
- Capacity to share spontaneous volunteers and unsolicited donations across the region.
- Future projections or trends.
- Assignment of donations coordinators and volunteer coordinators and their roles.

Spontaneous Volunteers

1. Once a disaster occurs, there may be a large influx of spontaneous volunteers. They can be of great help in a dire situation. A spontaneous volunteer is a person who is not affiliated with a locally recognized volunteer organization but offers their help during disaster response and recovery. It is necessary for spontaneous volunteers to go through a registration process so that the skills of the volunteer are matched to a specific request from the community. Being able to effectively organize these volunteers, through the EOC or the use of a Volunteer Reception Center (VRC) will be very helpful. The City of Olympia Emergency Management Division will coordinate with Thurston County Emergency Management the establishment of a VRC. The following should be used as a guide when deploying VRCs.
 - a. Small, limited, localized disaster.
 - i. Spontaneous Volunteers will mainly be from surrounding, neighboring areas.
 - ii. No need for a VRC.
 - b. Medium to large disaster.
 - i. Significant media attention.
 - ii. Establish a VRC outside the impact area.
 - c. Very large or catastrophic disaster.
 - i. Volunteer activity will overwhelm the local capacity.
 - ii. Consolidate VRCs to operate more efficiently.
2. Preregistering Volunteers:
 - a. Encourage volunteers to register with local volunteer organizations prior to a disaster. Then, during disasters they can respond to that agency and be covered under their liability coverage.
3. If a VRC is not going to be set up, then the Volunteer Coordinator in the city will handle the processing and referring of spontaneous volunteers. This coordination will occur at the Emergency Operation Centers.
4. The United Way of Thurston County will assist and support community organizations by recruiting and mobilizing additional community volunteers when requested.
5. Demobilization and Recovery: Volunteers and donations are crucial for the response and recovery of a disaster. Once affiliated, volunteers can continue to work with volunteer agencies and organizations under the auspices of that agency.
6. Liability: FEMA has learned from Citizen Corps Councils, volunteer program managers, and volunteers that liability is a significant concern and a potential barrier to volunteer involvement in emergency services. Spontaneous volunteers will be registered in the Volunteer Reception Center (VRC) as Temporary Emergency Workers, and they will need to sign a volunteer liability release form. Temporary workers are

not Emergency Workers under Washington State Law.

7. Volunteer Reception Center (VRC):

- a. A Volunteer Reception Center (VRC) is a location where spontaneous volunteers can be assessed, receive training, and be placed with an agency, organization, or support function needing personnel. Once the volunteer has been assigned to a receiving agency or organization, the volunteer then becomes the responsibility of that agency or organization until he or she is released from assignment. A VRC can be implemented if the need for and supply of volunteers is significant.
- b. VRC Activities include:
 - i. Formal registration.
 - ii. Interview & Assignment.
 - iii. Safety & Cultural Trainings.
 - iv. Public Information.
 - v. Phone Bank.
 - vi. Demobilization.
- c. Forms include:
 - i. VRC Arrival Sign In.
 - ii. Volunteer Instructions Checklist.
 - iii. Sample Disaster Volunteer Registration Form.
 - iv. Sample Volunteer Liability Release Form.
 - v. Emergency Worker Registration Card.
 - vi. Safety Training.
 - vii. Sample VRC Floor Plan.

Donations Management

- 1. If not properly managed, donations can become the disaster within the disaster. Even donation activity for a small level disaster can be overwhelming. The importance of organizing and maintaining donations is crucial in any disaster response and recovery process.
- 2. During a disaster, the public, including major corporations, give generously to those in need. Often this outpouring of goodwill can overwhelm local government and social agencies.
- 3. In a regional disaster, the management of donated goods will not only overwhelm government and social agencies, but the goodwill could be so generous, many donated goods may never be used and will require disposal.
- 4. Donated Goods:
 - a. City of Olympia government will coordinate all nationally donated goods with the State EOC.
 - b. The EOC will assure all donated goods are safely distributed based on need to the neighborhoods of Olympia.
 - c. Donated goods are categorized into the following sections:
 - i. Solicited Goods: The impacted community has identified a specific need and requests specific items from either the general public and/or the community. Usually, the request is for cash donations to be made to the American Red Cross, Salvation Army, or other agency providing major relief efforts to the affected community.

- ii. Unsolicited Goods: The public sees or hears of the disaster through the media and is motivated to send a donation and/or donated good to the impacted area whether it is needed or not. The Thurston County Food Bank will coordinate sorting, storing and distribution of unsolicited goods.
- 5. The level of donations that may accompany each level of disaster.
 - a. Small to medium disaster.
 - i. Few and sporadic donations.
 - b. Medium to large disaster.
 - i. Donations activity is significant.
 - c. Very large or catastrophic disaster, with a State and Federal proclamation of disaster.
 - i. Donations Management Branch or Unit will be established.
- 6. Public Messaging:
 - a. Managing the expectations of the public is critical during a catastrophic disaster. Getting the right messages out early will help limit the unsolicited and often unusable donations.
 - b. A consistent message on where and how to volunteer and what to donate during the disaster needs to be delivered. This can be established through the Joint Information Center (JIC).
 - c. Valuable Public Messages may include:
 - i. “Don’t call 9-1-1 unless it is an emergency. Call 2-1-1, which will get you to the information you seek without jamming up a critical lifeline for emergencies.”
 - d. Donated Goods: FEMA Disaster Assistance Policy provides the criteria by which applicants will be credited for volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work.

Demobilization

- 1. Volunteer and Donations Management is unique in that it is prominent in both response and recovery operations.
- 2. Demobilization:
 - a. Collect and compile all the documentation of volunteer hours during response activities so they can be utilized towards the Public Assistance federal match requirement.
 - b. Direct volunteers towards longer-term affiliation and community involvement, building larger and stronger networks of affiliated volunteers.

Recovery

Volunteer Management:

After the response phase, a volunteer can continue to support recovery operations through their affiliation with a volunteer organization or with a long-term recovery organization.

Donations Management:

Donations will continue to come in during recovery, but the needs of the impacted community may be different. It is important in the planning process to reevaluate the needs of the community and continue to communicate those needs with the public through ongoing public information.

Police

Summary

The Police Department consists Administrative Services and Operations. Administrative Services includes Corrections, Information Technology, Outreach Services, Policy and Finance, and support services. Operations includes Community Policing, Detectives, Patrol, and Professional Standards.

Core Capabilities

The following core capabilities align with the responsibilities of the Police Department:

All Phases

- Planning
- Public Information and Warning
- Operational Coordination

Prevention and Protection

- Intelligence and information Sharing
- Interdiction and Disruption
- Screening, Search, and Detection
- Forensics and Attribution
- Risk Management for protection programs and activities

Response

- Mass Search and Rescue Operations
- On-scene Security, Protection, and Law Enforcement
- Operational Communications
- Situational Assessment

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Police Department:

- ESF-2: Communications (Supporting)
- ESF-5: Emergency Management (Supporting)
- ESF-9: Search and Rescue
- ESF-13: Public Safety and Security
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

Search and Rescue

Introduction

Purpose

Procedures to be used for coordination of search and rescue.

Scope

Urban search and rescue operations including ground, air, and water.

Policies

Search and Rescue

RCW 38.52 assigns the responsibility for search and rescue to law enforcement. The Police Department is responsible for coordinating search and rescue in the city. Qualified personnel from the Olympia Fire Department and the Thurston County Special Operations and Rescue Team are assigned technical rescue responsibilities.

Search and Rescue (SAR) resources

Thurston County SAR resources, and city law enforcement personnel, will conduct searches for missing persons. Where there is a demand for SAR activities, a Search and Rescue Coordinator will be designated by the Police Department. Large-scale SAR operations will be coordinated from the EOC. Additional SAR resources will be obtained through Thurston County Emergency Management.

Situation

Emergency/Disaster Conditions and Hazards

An emergency or disaster can cause buildings to collapse, threaten lives, and require prompt rescue. The search for missing persons under hazardous conditions, including confined space operations, will require specially trained personnel and specialized equipment.

Planning Assumptions

- Search and Rescue (SAR) means the act of searching for, rescuing or recovering by means of ground, marine, or air activity any person who becomes lost, injured, or is killed while outdoors or as a result of a natural or manmade disaster.
- Where persons are trapped, stranded, or missing as the result of a disaster, spontaneous attempts at rescue by bystanders and others can be anticipated.
- Citizen assistance with SAR operations may be appropriate under some circumstances.

Concept of Operations

General

1. The Police Department will assume coordination of all search and rescue operations in the city.
2. Fire Department resources are trained in urban search and rescue operations, including confined space.
3. The Department of Public Works will provide heavy equipment as needed, to augment the urban search and rescue capability.
4. Additional assistance is available from the Thurston County Sheriff's Department. Coordination with this resource should be through Thurston County Emergency Management.

Organization

A Search and Rescue Coordinator may be established at the EOC, depending on the nature and severity of the incident.

Procedures

1. The Police Department will determine the need for search and rescue operations, in concert with the Fire Department where appropriate.
2. Standardized policies and procedures including recognized urban search and rescue methods for identification of structures that need to be search, or have been searched, will be used.

3. Urban search and rescue task forces made up of qualified city personnel, augmented by citizen volunteers where appropriate or outside SAR resources as needed, will be organized and deployed by the SAR Coordinator.

Prevention and Mitigation

- Support preventive search and rescue, aviation safety, and survival programs with available resources, when requested.
- Develop and present preventive SAR programs through public awareness and school education programs.

Preparedness

- Plan to support SAR operations with available resources, when requested.

Response

- Provide resources including personnel and equipment for SAR operations, when available.

Recovery

- Assist in returning all SAR organizations and personnel to a state of preparedness.

Responsibilities

Police Department

- Staff the SAR Coordinator position at the EOC, as needed.
- Coordinate search and rescue operations and request additional SAR resources and support equipment as necessary.

Fire Department

- Provide urban rescue trained personnel to carry out special SAR operations.

Department of Public Works

- Support rescue operations with heavy equipment where necessary.

Thurston County Sheriff's Department

- Provide additional SAR support to the city when requested, based on availability of trained SAR resources.

Thurston County Emergency Management

- Coordinate acquisition of external SAR resources upon request.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Refer to the Police Department's emergency response processes.

Public Safety

Introduction

Purpose

Provide for the effective coordination of all law enforcement activities associated with the disaster incident, and to ensure that such activities are coordinated to the extent possible with the other responders.

Scope

Coordination of all incidents related law enforcement activities. When necessary, utilizing mutual aid resources available to assist.

Policies

- Under emergency conditions, law enforcement is the responsibility of the Police Chief. Law enforcement resources supplied by other jurisdictions will remain under the command of their parent agency but will operate under the direction and control of the Olympia Police Department.
- Military personnel, requested to augment or support the Olympia Police Department, will remain under command of their parent agency but will operate only at the direction of the Olympia Police Department.

Situation

Emergency/Disaster Conditions and Hazards

Disaster conditions will severely strain limited law enforcement resources with multiple demands on services. The ability to respond can be hampered by personnel and equipment shortages, damage to police facilities, interruption of transportation routes, communications overload, etc.

Planning Assumptions

- Situations requiring law enforcement support from mutual aid agencies may also be impacting those agencies at the same time. Assistance from adjacent jurisdictions may not be available, and the mobilization and deployment of outside aid will be time consuming.
- Agencies responding from a distance may not have the same knowledge of the community as local law enforcement and may require assignments consistent with these limitations.

Concept of Operations

General

1. The Police Department will initially respond to emergency needs with on duty personnel. Provisions for call back of off duty personnel are defined in the internal procedures of the Police Department.
2. Where additional assistance is required, the Police Chief or designee will request specific types of outside aid utilizing existing mutual aid agreements with adjacent jurisdictions.
3. Other law enforcement assistance, not covered by local agreements or understandings, will be requested through the State EOC.

Organization

A Law Enforcement Unit will be established in the EOC to coordinate all the identified actions.

Procedures

Air Operations: Coordination of air resources requested by the city is the responsibility of the Law Enforcement Unit at the EOC. Where multiple aircraft are involved, an Air Operations sub-Unit may be established to provide for safe and efficient use of air resources. The Air Operations Sub-Unit will:

- Establish and maintain operational control over all aircraft resources used by the city in connection with the incident.
- Establish communications protocols for safe and efficient coordination of aircraft. Coordinate with Thurston County, Washington State Patrol, hospitals, and any other outside agencies using aircraft in the city, to the extent possible.
- Identify, mark, secure, and manage landing zones where needed.

- Request the acquisition of air resources through the Logistics Section.
- Provide for coordination of news media helicopters, when necessary, with the Public Information Officer.

Prevention and Mitigation

- Develop operational and tactical public safety and security plans, conduct technical security and/or vulnerability assessments, and deploy local public safety and security resources in response to specific threats and potential incidents.

Preparedness

- Develop and maintain emergency management plans and participate in emergency response public education or outreach, training, and exercises.
- Maintain an inventory of equipment needed to deliver primary services and specialty services to service areas.

Response

- The Olympia Police Department will coordinate response actions including general law enforcement assistance, access control, site security, traffic and crowd control, force protection, etc.

Recovery

- Allocate resources for staffing traffic control for re-entry into previously evacuated areas if resources are available.
- Prepare after action reports.
- Investigate fires where fatalities, large property losses, or suspicious circumstances exist.

Responsibilities

Police Department

- Prioritize law enforcement response consistent with the Incident Action Plan.
- Coordinate traffic and crowd control.
- Coordinate perimeter security, including coordination of scene ingress/egress where appropriate.
- Coordinate evacuation. Activate a separate Evacuation sub-Unit when needed.
- Maintain law and order by sustaining normal law enforcement operations wherever possible.
- Coordinate Search and Rescue.
- Provide for incident related criminal investigation.
- Provide personnel to assist the Thurston County Coroner with the disposition of human remains.
- Provide personnel to assist with the dissemination of warning and emergency public information.
- Coordinate all incident related aircraft activity. Activate an Air Operations sub-Unit if circumstances warrant.
- Coordinate all harbor related activities using available resources.
- Provide security to the EOC.

Thurston County Sheriff's Department

- Provide law enforcement support in accordance with mutual aid agreements.
- Provide available Thurston County search and rescue units if requested.
- Provide warning and communication support if requested.

Mutual aid law enforcement agencies

- Provide law enforcement support in accordance with mutual aid agreements.

Washington State Patrol:

- Provide law enforcement support to the Police Department if requested.
- Assume incident command for hazardous materials incidents.
- Coordinate and maintain a liaison with the appropriate state departments and agencies as identified in the Washington State Comprehensive Emergency Management Plan.

Resource requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Refer to the Police Department's emergency response processes.

Evacuation

Introduction

Purpose

To assist the City of Olympia, and other governmental agencies, businesses and first responders in planning, preparing for and conducting evacuations impacting the city.

Scope

Evacuations may result from naturally occurring incidents such as earthquakes, landslides, health related incidents, flooding, volcanic activity, fires or from industrial accidents, dam failure, terrorism, or illegal activities like drug labs and waste dumping. Protection of populations by sheltering in place as well as the traditional movement of people is considered. Any evacuation that extends beyond the city limits should be coordinated with other local, state, and federal plans.

Planning Assumptions

- Disasters and evacuations occur with little or no warning.
- Current warning systems may not reach the entire target population.
- First responder teams may not be available to conduct door-to-door evacuation notifications.
- Evacuation is normally a multiple jurisdiction activity.
- ICS will be used to manage evacuation activities and phases at all levels.
- Evacuations may be spontaneous, without government control.
- Some residents will not evacuate regardless of the hazards.
- Planning for evacuations must include Americans with disabilities/Access and function needs, pets, service animals, and livestock.

Concept of Operations

General

1. Local response
 - a. The type of incident, the geographic scope of the incident, and the resources available will

determine local response.

- b. Any agency listed may initiate an evacuation in the interest of public safety. Final approval of an evacuation should come from EOC Manager.
 - c. If the incident is small and local in nature, Olympia Fire, Police, or Public Works may recommend a limited evacuation and request resources directly through TCOMM.
 - d. Mutual aid may also be affected for larger emergencies or disasters. When multiple agencies and/or multiple jurisdictions are involved, emergency management organizations and emergency operations/coordination centers (EOC/ECCs) may be activated. If this is the case, resources may be coordinated and accounted for by the city, county, or state at the appropriate EOC/ECC.
 - e. In the event of a healthcare facility evacuation the Health and Medical Area Command, will provide medical resource support and coordinate information as needed with the other healthcare organizations, patient families, emergency response agencies, and the public.
2. State Response: Where city and county resources are exhausted, the State of Washington may aid local authorities with large-scale evacuations. This may involve the Washington State Patrol, National Guard, Washington State Health officials, and members of other State agencies, as determined by the Washington State EOC and requesting local authorities.
 3. Federal Response: With the exception of the United States Coast Guard, federal agencies are generally not directly involved in evacuations. Federal Agencies may be utilized in the recovery phase of an incident that involves evacuations. In limited circumstances, local military commanders may assist local authorities in evacuation efforts without a presidential disaster proclamation.
 4. Americans with Disabilities/Access and Functional Needs.
 - a. Under the Americans with Disabilities Act (ADA Amendments Act of 2008 (P.L. 110-325)), transportation providers must permit passengers with disabilities to be accompanied by their service animals.
 - b. The City of Olympia will support local agencies in the evacuation of individuals with access and functional needs, the hard of hearing, the deaf, the blind, and unaccompanied children.
 5. LEP and PETS
 - a. Planning for evacuations must include Limited English Proficiency (LEP) populations, access and functional needs populations, pets, service animals, and livestock.

Organization

The Olympia Police Department and Olympia Fire Department are joint lead agencies for evacuation oversight. They may elect to set up a Field Incident Command Post or use the EOC or the main police station. All city departments will support an evacuation by assisting in the planning process as needed. The EOC will assist by coordinating city resources for the evacuation.

Procedures

Mutual aid resources from tribes, the private sector, and Non-Governmental Organizations (NGOs) will be utilized as needed. When resources from outside the City are requested, or transportation of evacuees and long-term sheltering are needed, mutual aid requests will be activated, as well as a formal proclamation and request for assistance from the Washington State EOC.

Response Actions

Evacuations are cumbersome and time-consuming endeavors. They are resource and personnel intensive and may disrupt local commerce, transportation, governmental, and school activities. The EOC Manager considering evacuation must choose between taking no action, evacuation, or shelter in place.

1. Shelter-in-Place:

- a. Most commonly used during hazardous materials incidents or terrorist chemical attacks, where there may not be enough time or resources to move a population for a short duration incident.

2. Evacuations:

- a. An EOC Manager makes the decision for evacuation of a population or shelter in place based on the disaster. The EOC Manager requests activation of EOC to support the evacuation and notifies appropriate elected officials.
- b. The EOC Manager initiates the warning of affected populations by appropriate methods available.
- c. At the same time that the warning phase is conducted, the incident command team or EOC is coordinating:
 - i. The selection of a safe area to move impacted populations.
 - ii. Defining evacuation routes to the safe area and assembly and triage points to enter and leave the evacuation routes.
 - iii. Notifying jurisdictions and organizations that will receive or “pass through” evacuees.
 - iv. Notifying support jurisdictions and organizations that will be responsible for movement support, sheltering, EMS, Fire, ARC, PH, Hospitals, Utilities, etc.
- d. The Public Works Department supports road closures and evacuation routes.
- e. The American Red Cross and other non-governmental organizations may provide shelters as needed.
- f. Salvation Army and American Red Cross support local responders, shelters, evacuees, etc.
- g. OPD supports area security, road closures, and shelters.
- h. Sheltered populations are accounted for and are reunited with loved ones if possible.
- i. Evacuated areas may need to be cleared by appropriate officials before residents are allowed to return.
- j. Evacuated populations must be notified of an “all clear” to return with planned phasing to reduce traffic congestion and accidents.
- k. Evacuated populations may require transportation to return.
- l. All agencies are responsible for their own facility evacuation procedures.

Responsibilities

The agencies and entities described in this section may be called upon to send a representative to the Field Incident Command Post (ICP) or the Olympia EOC. The Field ICP and EOC are focal points for coordination of response efforts and resources during evacuations. The lead agency calling for evacuation usually makes recommendation for return to the area.

Olympia Police Department

- Ensure that OPD coordinates with the EOC duty officer to activate the EOC for support of the evacuation.
- Act as the Field Incident Commander when appropriate and at suspected or determined crime scenes.
- Provide, direct or command search and rescuer resources when appropriate.
- Assist with or call for an evacuation.
- Assist with warning and emergency information.
- Investigate crime scenes and collect evidence.

- Provide a representative to the EOC as requested and if available.
- Maintain evacuation plans for Police facilities.
- Provide crowd and traffic control, site security, and emergency rescue/recovery.

Olympia Emergency Management

- Activate the EOC when notified by OPD of the area evacuation.
- Provide EOC planning, logistics, and Finance and Administration support to the OPD ICS structure for evacuation.
- Coordinate support for all phases of evacuation.
- Warn residents of dangers requiring evacuations.
- Coordinate location of safe area(s) for evacuees to relocate.
- Coordinate safe evacuation routes, including assembly and release points from the area of evacuation to the release point at the safe area.
- Support local coordination of short- and long-term shelter and feeding of evacuees.
- Support coordination of accounting for evacuees with families and friends.
- Support local coordination of resource support for field commanders.
- Support the appropriate return of evacuees to their homes and businesses.
- Coordinate with State EOC for evacuation resources as needed.

Olympia Public Works

- Provide transportation if resources are available, for evacuees to designated public shelters when requested.
- Provide transportation if resources are available to shelter occupants returning to the evacuated area once that area is deemed safe.
- Coordinate and notify the EOC of the resources used, destination, and number of people transported.
- Coordinate the identification of safe evacuation routes with the EOC.
- Maintain evacuation plans for Public Works facilities.
- Provide a representative to the EOC as requested.

Community Planning and Development

- Coordinate the inspection of buildings for structural integrity.
- Inspect or coordinate the inspection of city governmental structures for safe occupancy.
- Tag unsafe buildings as appropriate and call for their evacuation.
- Recommend evacuation where structural safety is an issue.
- Coordinate security of affected areas with the EOC.
- Maintain evacuation plans for Community Planning and Development facilities.

Parks, Arts, and Recreation

- Assist in providing for the mass care and food and water needs of people displaced from their homes and living in Olympia shelters.
- Make available City Park facilities, equipment, and personnel for general population emergency shelters in coordination with the American Red Cross and EOC.
- Provide personnel and equipment to support emergency operations of other City Departments.

- Aid in dissemination of public information.
- Maintain evacuation plans for Parks, Arts, and Recreation facilities.

The Olympia Fire Department

- Initiate evacuations or shelter-in-place, when necessary, in coordination with OPD and the EOC.
- Coordinate evacuation activities with the EOC.
- Provide staffing for a unified command structure to coordinate evacuation.
- Provide support with Public Information Officers where appropriate.
- Coordinate with EMS personnel.
- Request transportation as need for evacuees.
- Request the opening of a shelter for displaced persons.

TCOMM

- Assist response agencies and EOCs in warning for evacuations.
- Provide normal dispatch services for responder organizations.

State Emergency Operations Center

- Provide a functional EOC to provide State resources for the local evacuation.
- Provide Joint Information Center support when requested.

Olympia School District

- Provide transportation resources for evacuation if available.
- Provide facilities for shelters if available.

The American Red Cross

- Provide temporary housing and feeding facilities for displaced persons.
- Provide information & financial assistance for immediate needs of evacuees.
- Provide feeding stations for first responders.
- Provide a representative to the EOC as requested.

Resource Requirements

Resources required for evacuation may require transportation vehicles and drivers, a safe area or shelter to take evacuees, food and other accommodations, critical incident stress management and other human services, major or minor medical assistance, interpreters, pet, livestock, and medically fragile population shelters.

Public Works

Summary

The Public Works department consists of General Services, Engineering, Transportation, Water Resources, and Waste Resources.

Core Capabilities

The following core capabilities align with the responsibilities of the Public Works Department:

All Phases

- Planning
- Public Information and Warning
- Operational Coordination

Mitigation

- Community resilience
- Long-Term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification

Response

- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health and Safety
- Logistics and Supply Chain Management
- Situational Assessment

Recovery

- Economic Recovery
- Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Public Works Department:

- ESF-1: Transportation
- ESF-2: Communications (Supporting)
- ESF-3: Public Works and Engineering
- ESF-5: Emergency Management (Supporting)
- ESF-12: Energy
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

Transportation

Introduction

Purpose

To describe the methods for coordination of transportation resources during a disaster.

Scope

Transportation and evacuation emergency activities including the evacuation of people from their homes, schools, and places of business. Also includes all types of transportation resources.

Policies

- Intercity Transit, and access to busses, will be coordinated directly through the agency or Thurston County Emergency Management.
- In accordance with RCW 38.52.110, in responding to a disaster, the City Council is directed to utilize the services, equipment, supplies, and facilities of existing departments and offices, and all other municipal corporations organized under the laws of the State of Washington. The officers and personnel of all such departments, offices, and agencies are directed to cooperate upon request, notwithstanding any other provisions of law.

Situation

Emergency/Disaster Conditions and Hazards

Disruption of transportation routes, damage to transportation resources, the need for movement of large numbers of persons, distribution of essential goods, and the evacuation of endangered segments of the population require procedures for coordination of transportation efforts.

Planning Assumptions

1. All City owned vehicles, not otherwise involved in emergency response, are available for use. The Transportation Coordinator in the Public Works Unit of the EOC will manage use of available vehicles.
2. Because Intercity Transit is a “shared” multi-jurisdiction transportation resource, this plan recognizes Thurston County Emergency Management as the appropriate coordinator of Intercity Transit activities in support of ESF-01.

Concept of Operations

General

1. A qualified designee from the Department of Public Works may serve as Transportation Coordinator if requested.
2. When transportation resources are obtained, every attempt will be made to obtain drivers that are familiar with those vehicles.

Organization

A Transportation sub-Unit within the Public Works Unit will be established in large-scale events when necessary to ensure the effective use of all available transportation resources during an emergency.

Procedures

1. Evacuation/Shelter-in-Place:
 - a. Recommendation for evacuation and/or shelter-in-place, and the determination of suitable evacuation boundaries will be implemented by the City Council, the Chief of Police, or the Fire Chief when necessary.
 - b. The Public Information Officer and public media will coordinate on the dissemination of information and instructions for evacuation and/or shelter-in-place.
 - c. Evacuations that have multi-jurisdictional impact will be coordinated with the Thurston County EOC to ensure consistent instructions to the public.
 - d. Evacuation/shelter-in-place warning and instructions may be accomplished by door-to-door methods utilizing local emergency agencies.
 - e. Population protection methods may include “shelter-in-place” depending upon circumstances.
 - f. Conditions in the evacuation area may prevent effective warning and movement of all persons.

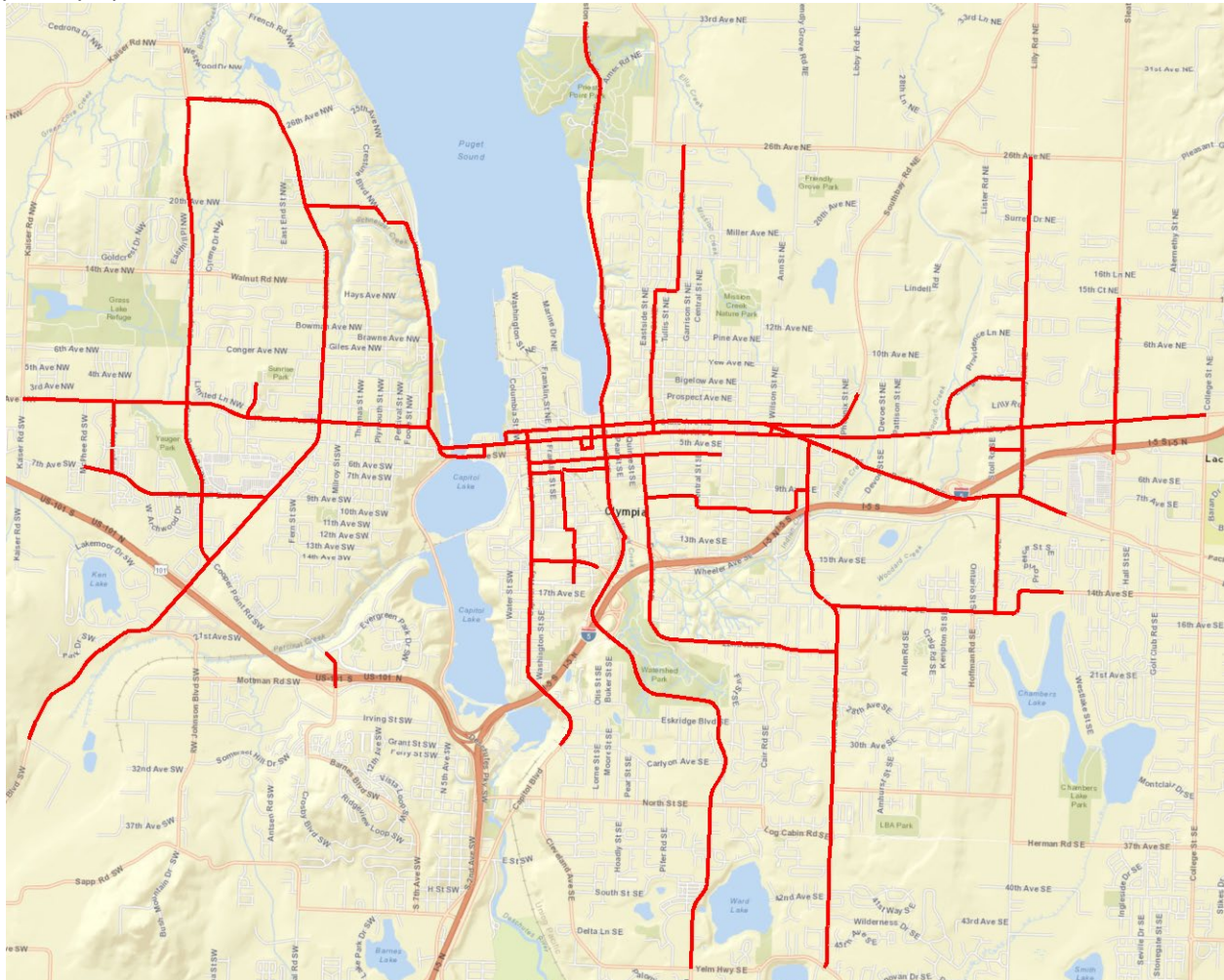
Evacuation activities may be prioritized by the EOC in the interest of the greater good.

- g. Agency Responsibilities for Evacuation/Shelter-in-Place:
 - i. Fire Department: Emergency Management Division:
 - 1. Recommend evacuation/shelter-in-place where appropriate.
 - 2. Monitor evacuation activities.
 - 3. Coordinate with the Public Information Officer regarding evacuation routes, conditions and other essential information.
 - 4. Establish an Evacuation sub-Unit if necessary.
 - ii. Police Department:
 - 1. Crowd and traffic control operations.
 - 2. Identify and establish evacuation routes.
 - 3. Assist in the removal of stalled vehicles and equipment from evacuation routes.
 - 4. Assist the EOC in identifying critical evacuation problems.
 - 5. Assist in dissemination of evacuation/shelter-in-place instructions to the population.
 - iii. Department of Public Works:
 - 1. Assist in traffic control operations by providing signs and barricades.
 - 2. Provide assistance with keeping evacuation routes clear of stalled vehicles and equipment.
 - 3. Provide for debris clearance or other maintenance services necessary to keep evacuation routes open. For more information on debris clearance refer to ESF-03: Public Works and Engineering.
 - iv. Fire Department:
 - 1. Determine the need for evacuation or shelter-in-place and suitable evacuation boundaries if appropriate to the circumstances.
 - 2. Assist in the dissemination of evacuation/shelter-in-place instructions to the public.

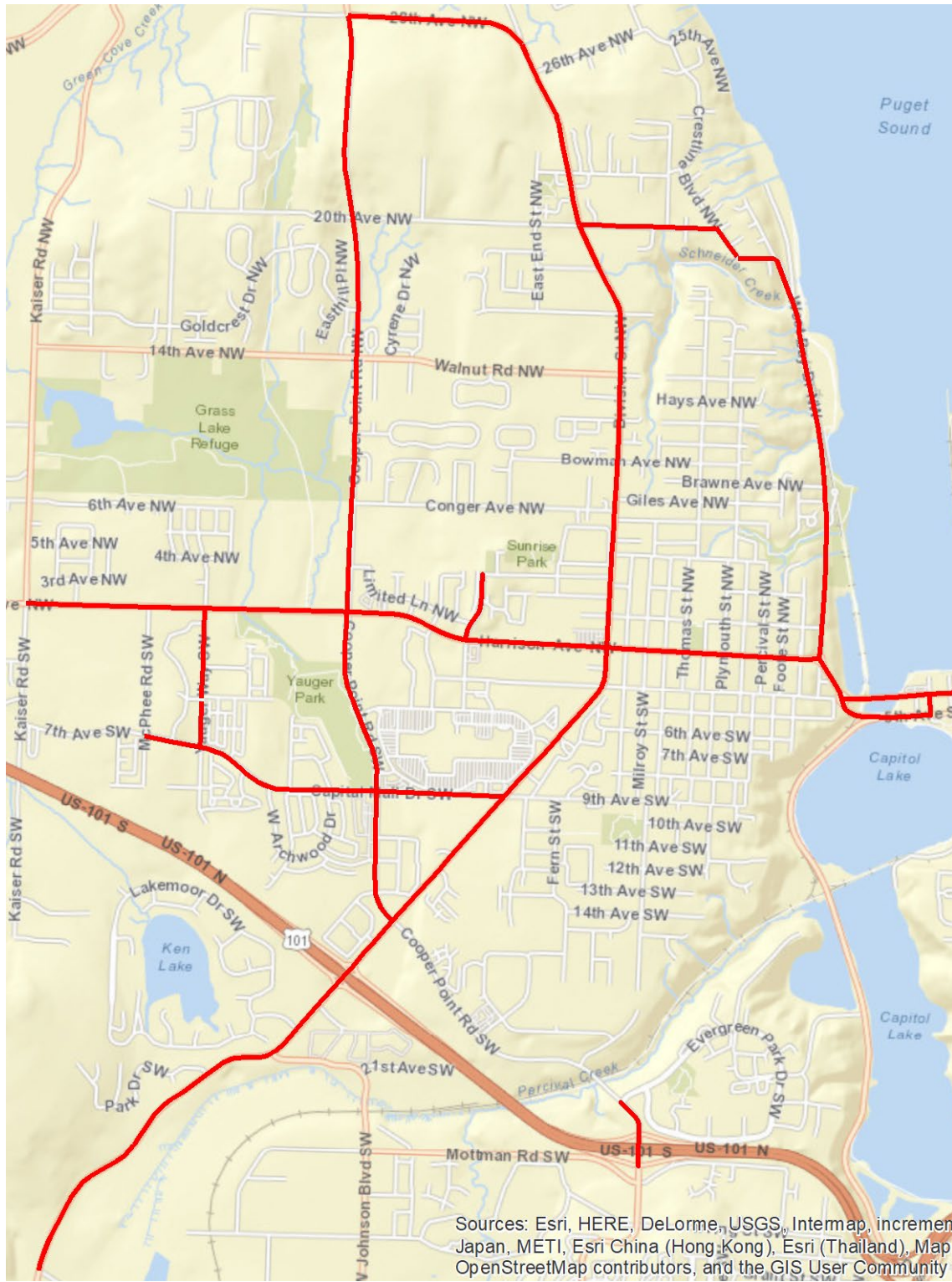
Priority Lifelines Routes

Routes that must be kept open and accessible at all times but especially during emergencies. The first map is of the entire city while the second and third map are zoomed into the west and east sides of the City. Each route is essential to first responder travel patterns and facilitates critical lifesaving functions.

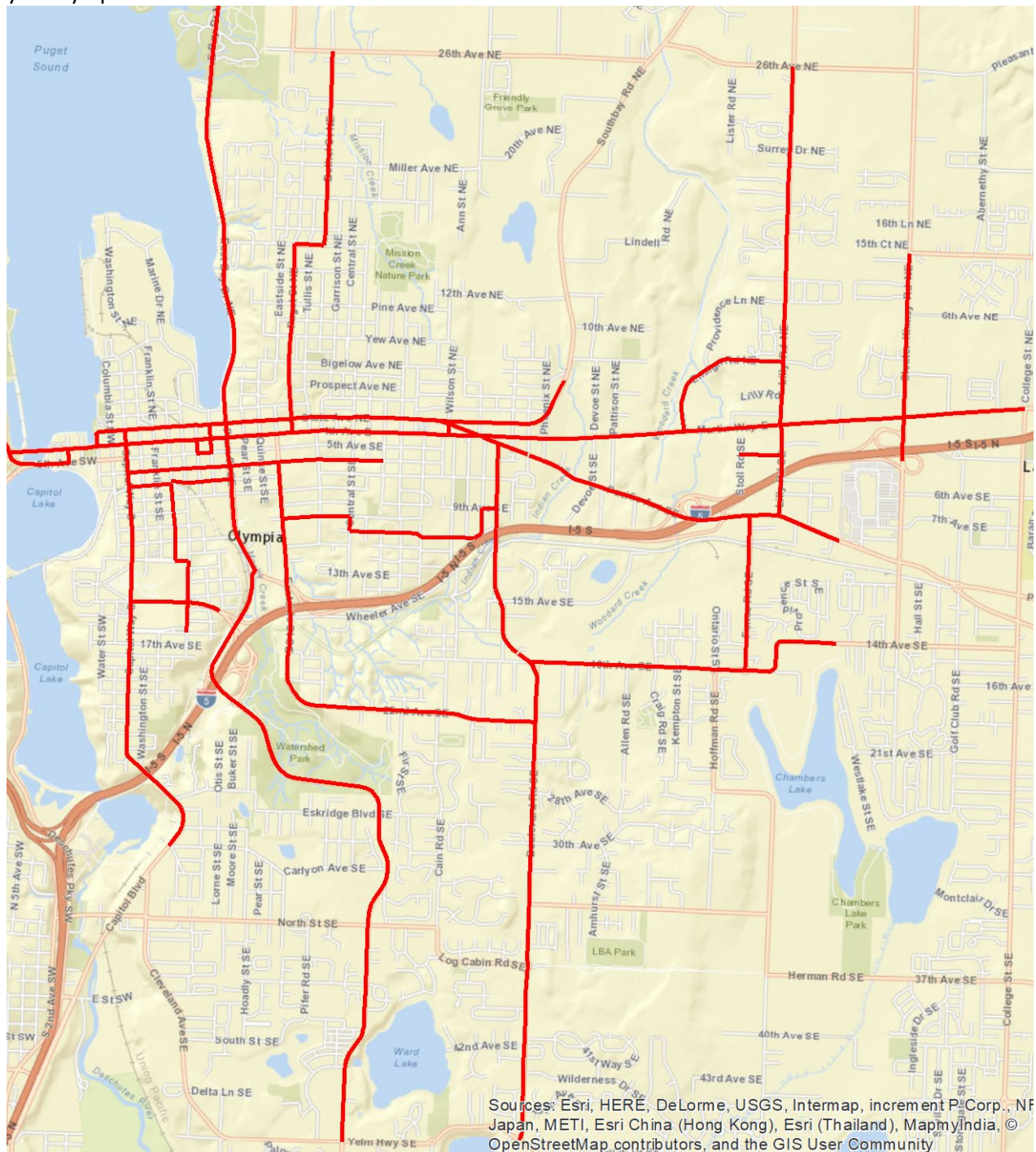
City of Olympia: Full



City of Olympia: West



City of Olympia: East



Prevention and Mitigation

- Ensure deployed personnel are briefed on the known hazards and incident assignments.
- Provide information about hazards that may influence siting of facilities and deployment of resources.

Preparedness

- Develop and maintain department All Hazards Plans, procedures, and checklists in support of the City CEMP.
- Coordinate and maintain a method of identifying available transportation resources.

Response

- Staff the City EOC for coordinating transportation related activities.
- Coordinate the mobilization of personnel and equipment.

Recovery

- Coordinate the reconstruction and repairs of the City transportation system, including the designation of alternate modal routes in coordination with public and private agencies.
- Conduct damage assessment of the City's transportation system and facilities.

Responsibilities

Department of Public Works

- Coordinate all transportation resources in support of the incident.
- Coordinate with Thurston County Emergency Management in the case of an incident with multi-jurisdictional impact.
- Make maximum use of public and private transportation resource providers.
- Staff the Transportation sub-Unit within the Public Works Unit in the Operations Section as needed.
- Assign transportation resources.
- Arrange for emergency fuel and service.
- Keep records of incident related transportation expenses.
- Request additional transportation from the Thurston County EOC if local emergency transportation capabilities are exceeded.

Washington State Department of Transportation:

- Provide support when state highways are impacted by the incident.

Intercity Transit:

- Upon request send a representative to the city EOC to assist the Transportation Coordinator.
- Provide available public transportation resources in support of emergency operations.

Thurston County School Districts

- Coordinate with the Transportation sub-Unit for the provision of District transportation assets.

Thurston County Emergency Management

- Coordinate transportation with other local emergency management programs through the Emergency Management Council.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Public Works All Hazards Plan

Evacuation

Engineering

Introduction

Purpose

To ensure that emergency response efforts within public works are coordinated with franchise utilities and public power resources.

Scope

The coordination of all public works activities with the activities of private utility companies during an emergency. Including the prioritization and restoration of essential services and the acquiring of outside engineering resources as needed to support local operations.

Policies

- The Public Works Unit will be the lead agency for coordination of the effective utilization of resources in the restoration of essential utilities. Prioritization of restoration will be determined cooperatively amongst the responding agencies.
- The City of Olympia will provide public works services, including emergency debris clearance and demolition, to lands and facilities under City jurisdiction. Public Works services of any kind may be offered on a case-by-case basis to private property owners.

Situation

Emergency/Disaster Conditions and Hazards

A major emergency or disaster may cause extensive damage to property and infrastructure. Structures may be destroyed or weakened, homes and public buildings may need to be demolished to ensure safety, flooding and/or debris may make streets and highways impassable, public utilities may be damaged or fully inoperable, and bridges may need timely inspection, repair, and/or limitations and closures imposed.

Planning Assumptions

1. Debris clearance and emergency road repairs will be given top priority to support immediate lifesaving emergency response activities. Access to disaster areas may be dependent upon re-opening of routes.
 - a. A Debris Management Plan has been developed by the Public Works Department.
 - b. Debris will be disposed of at previously identified sites whenever possible. Legal clearances may be needed for disposal of materials from debris clearance and demolition activities. Consult with Community Planning and Development and the Legal Department as needed.
2. The City will use pre-work inspection guidance in the Applied Technology Council, ATC-20-1 field manual for post-earthquake safety evaluation of buildings. Personnel with the necessary engineering skills will be called upon to respond. This may require pulling in resources from outside of Public Works including private contractors.

3. Aftershocks may require re-evaluation of previously assessed structures and damages.

Concept of Operations

General

1. The first priority of all public works and engineering efforts will be to assist public safety personnel in saving lives.
2. The Department of Public Works, utilizing available mutual aid resources to assist, is responsible for coordinating all incident related public works and engineering activities.
3. Public and private utilities operating in the City will coordinate the prioritization of restoration of essential services with the Public Works Unit at the City EOC. A Liaison Officer may be appointed to support this coordination when necessary.

Organization

A Public Works Unit may be established in the EOC to coordinate these activities.

Procedures

1. External Resources: Each utility maintains mutual aid agreements and other arrangements necessary to access external resources, including out-of-state services.
2. Coordination: Each utility will perform its own evaluation of systems operational constraints and prioritize the work that is necessary to restore service to critical areas. Coordination with Thurston County Emergency Management is essential. Coordination of work plans will be done through the EOC. Each utility will manage its resources from its own control center. A liaison may be assigned to the City EOC as needed.
3. In the absence of utility providers Public Works will:
 - a. Determine the extent of electrical outages and disruptions.
 - b. Determine the extent of natural gas disruptions.
 - c. Coordinate out of area private and public energy assistance.

Prevention and Mitigation

- Provide staff preparedness training that focuses on the office, home, and family for emergencies or disasters.
- Identify and mitigate the effects of hazards in the workplace to minimize damage, injury, and disruption following an event.
- Ensure that field personnel have proper protection and equipment available in advance of an event.

Preparedness

- Train agency staff in emergency procedures.
- Train licensed professional staff for Post-Earthquake Safety Analysis of Buildings (ATC-20 training).
- Use Municipal Research and Service Center (MRSC) Rosters for a database of architects, engineers, contractors, and equipment suppliers that can provide support during emergencies or disasters.
- Develop, maintain, and distribute a phone notification list and communications process for rapid contact of key division, department, and support agency personnel.
- Conduct periodic training and exercises and participate in City drills and exercises.

Response

- Conducting initial internal facility damage assessments and estimates and report damage estimates to the

City EOC.

- Coordinate or conduct facility repair, debris removal, and other measures necessary to re-occupy facilities.
- Task personnel, as necessary, to accomplish support responsibilities.

Recovery

- Continue with response and recovery activities until completed.

Responsibilities

Department of Public Works

- Prioritize a Public Works response that is consistent with the Incident Action Plan developed by the Command staff during the incident.
- Assist the Fire Department in light rescue by providing heavy equipment and other support as needed.
- Coordinate performance of emergency protective measures relating to City property and facilities.
- Provide for the inspection of City bridges and other public works facilities.
- Collect information regarding the condition of public works facilities. Forward that information to the Planning Section.
- Coordinate temporary and permanent repairs to City facilities and structures, including water service, streets and roads, bridges, etc.
- Perform, on contract, major recovery work to restore damaged public facilities.
- Provide traffic control signs and barricades for road closures and detours.
- Assist the Police Department in the development of alternate traffic routes around the hazard site.
- Coordinate City flood fighting activities.
- Provide all additional private sector engineering assistance needed via the City's on call consultant roster
- Coordinate emergency equipment rental or replacement with the Logistics Section.
- Coordinate the clearance and disposal of residential and commercial solid waste and debris.

Department of Parks, Arts, and Recreation

- Provide personnel, facilities, and equipment to the Department of Public Works according to existing internal plans and procedures.

Community Planning and Development

- Provide Engineering and Building inspection personnel and services as needed.

Puget Sound Energy

- Assess the impact of the emergency on public energy facilities.
- Report the status of energy distribution systems to the EOC.
- Coordinate with the EOC in the prioritization of restoration of damaged or disrupted energy facilities.

Telecommunications Providers

- Assess the impact of the emergency on telecommunication facilities.
- Report the status of telecommunications facilities and services to the EOC.
- Coordinate with the EOC in the prioritization of restoration of telecommunications services.

Other Non-City Utilities Providers

- Coordinate with the EOC in the prioritization and restoration of effected non-city utility services as needed.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. At a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

- Public Works All Hazards Plan.
- Debris Management Emergency Response Plan.

Energy

Introduction

Purpose

To provide for the effective utilization of available electric power, natural gas, and petroleum products to meet essential energy needs in the City of Olympia during an emergency or disaster, and to provide for the restoration of energy utilities affected by the emergency or disaster.

Scope

Energy systems and utilities services damaged or interrupted by a disaster event. Includes assisting energy suppliers and utilities in the acquisition of equipment, specialized labor, and transportation to repair or restore energy systems as well as obtaining fuel for transportation, communications, emergency operations, and other critical facilities.

Policies

The City of Olympia priorities are to protect lives, public property including critical energy and utility systems, and the environment.

Situation

Emergency/Disaster Conditions and Hazards

The transportation and use of a wide range of energy resources in the community poses a threat to life and the environment if those systems are damaged or inoperable. Disruptions to energy sources may occur. An initial disaster, like an earthquake, may result in numerous secondary events such as damaged power lines and relay stations or ruptured natural gas lines.

Planning Assumptions

- A disaster can sever or constrain supply to key energy and utility lifelines, including firefighting, transportation, communication, and others, needed for public health and safety.
- There may be widespread and/or prolonged electric power failure. Without electric power, communications may be affected, and traffic signals may not operate, which could lead to transportation gridlock.
- There may be extensive pipeline failure in gas utilities. These may take days, weeks, months, and even years to repair.
- There may be panic hoarding of fuel in areas with severed pipelines, or from neighboring jurisdictions where shortages have occurred.
- Natural gas lines may break and may erupt in fire.
- City departments may need to go on private property to evaluate and repair utilities that jeopardize public

and private property or threaten public health or the environment.

Concept of Operations

General

1. The occurrence of a major disaster could destroy or disrupt all or a portion of the City's energy and utility systems.
 - a. The electrical power industry within Washington is organized into a network of public and private generation and distribution facilities that form the Northwest Power Pool. Through such networks, the electrical power industry has developed a capability to provide power under even the most extreme circumstances. All utilities, whether publicly or privately owned, will be expected to manage and operate their utility, providing emergency service repairs, and restoration based on their requirements and capabilities.
 - b. Major natural gas companies through common pipelines originating in other states distribute natural gas within Washington.
 - c. The Washington State Department of Transportation can access local petroleum suppliers and major oil companies to facilitate the delivery of adequate amounts of emergency petroleum fuel supplies and may be requested through local emergency management channels.
2. Each Utility has its own mutual aid agreements and contractor lists to facilitate repairs in a timely fashion.
3. Support resources may be requested for road clearance and debris removal or other government services.

Organization

The designated incident command agency will determine the appropriate response organization for handling an energy incident.

Procedures

1. To the maximum extent possible during a disaster, utility and energy systems will continue to provide services through their normal means.
2. Energy and utility resources will be used to meet immediate local needs. If shortages exist, requests to meet needs will be submitted through normal emergency management channels. Actions may be taken to curtail use of energy or other utilities until normal levels of service can be restored or supplemented. These resources, when curtailed, will be used to meet immediate and essential emergency needs.
3. Energy and utility information will be furnished to emergency government officials at all levels to inform the public on proper use of services.
4. As needed or requested, energy and utility representatives will compile post-emergency damage assessment reports and transmit them to Emergency Management.
5. The Governor may direct any state or local governmental agency to implement programs relating to the consumption of energy, as deemed necessary to preserve and protect public health, safety, and general welfare, and to minimize to the fullest extent possible the injurious economic, social and environmental consequences of such energy supply alert. RCW 43.21G.040.

Prevention and Mitigation

- Train staff on the Incident Command System and basic EOC operations.

Preparedness

- Prepare and update contingency plans and supporting documents.
- Maintain credentials and contact with all responding government agencies, energy companies, and energy

associations.

- Maintain general data, information and knowledge regarding energy systems and system infrastructure locations, criticality, capabilities, operations, vulnerabilities, and ownership.
- Conduct or participate in energy emergency exercises.

Response

- Liaison with applicable entities in the energy sector.
- Contact energy companies for situation reports to address:
 - Infrastructure damage.
 - Assessment of system and customer impacts.
 - Infrastructure repair requirements and restoration estimates.
 - Energy demand and supply estimates.
 - Need or potential need for state coordination or assistance.
 - Estimates of price or other market impacts.

Recovery

- Continue all response efforts as necessary during any recovery period, including:
 - Maintain damage assessments and restoration profiles.
 - Provide restoration assistance to energy companies.
 - Coordinate with appropriate federal, state, and local agencies

Responsibilities

Puget Sound Energy

- Identify and coordinate restoration priorities for electricity and natural gas.
- Liaison with EOC when requested.
- Provide timely and accurate information to end-users.
- Perform life safety and property preservation operations when indicated.
- Determine location, extent, and restoration of electricity supply and outages or disruptions.
- Determine status of shortages or supply disruptions for natural gas.
- Comply with energy allocations and curtailment programs as determined by the governor.
- Coordinate out-of-area private and public energy assistance.

Fire Department: Emergency Management Division

- Maintain a liaison with local utilities and the ability to communicate on a 24-hour basis.
- Coordinate assistance to support local utility and energy providers, as requested.

Public Works: Fleet Services

- Manage City fuel supplies and provide petroleum products for City Vehicles and generators.

Other Utility Providers

- Continue to operate in the tradition of self-help and inter-service mutual aid before calling for area, regional, or state assistance.
- Comply with the prevailing priority systems relating to curtailment of customer demands or loads, restoration of services, and provision of emergency services for other utilities and systems.

- In conjunction with the EOC operations, determine priorities among users if adequate utility supply is not available to meet all essential needs.
- Provide information necessary for compiling damage and operational capability reports.

Public Works

- In the absence of utility providers, the Department of Public Works will:
 - Determine the extent of electrical outages and disruptions.
 - Determine the extent of natural gas disruptions.
 - Coordinate out of area private and public energy assistance.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Public Works All Hazards Plan

Debris Management

Refer to the Public Works All Hazards Plan for concepts and procedures related to Debris Management.

Water and Wastewater

Refer to the Public Works All Hazards Plan for concepts and procedures related to Water and Wastewater Management.

Appendices

Ordinances and Resolutions

This Appendix provides a single location for all city ordinances and resolutions that are relevant to the Comprehensive Emergency Management Plan. A copy of each applicable ordinance or resolution has been included as well as a couple blank example resolutions.

Insert ordinance promulgating this CEMP here 2022

Ordinance No. 7002

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADOPTING THE 2016 COMPREHENSIVE EMERGENCY MANAGEMENT PLAN FOR THE CITY OF OLYMPIA AND AMENDING SECTION 2.24.070 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, Olympia Municipal Code (OMC) Chapter 2.24 establishes the Department of Emergency Management; and

WHEREAS, OMC 2.24.070 adopts by reference the City of Olympia Comprehensive Emergency Management Plan (the CEMP), dated May 1, 2003; and

WHEREAS, the CEMP has been updated to be consistent with State and Federal emergency management plans; and

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

WHEREAS, Article 11, Section 11 of the Washington State Constitution authorizes and permits the City to adopt this Ordinance;

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

Section 1. Adoption of Comprehensive Emergency Plan. The 2016 City of Olympia Comprehensive Emergency Plan, one (1) copy of which shall be kept on file in the office of the City Clerk, is hereby adopted by reference as though fully set forth herein.

2.24.070 Adoption of emergency management plan

There is adopted for the City of Olympia a Comprehensive Emergency Management Plan dated ~~May 1, 2003~~ January 2016, including appendices and its Annex A--Counter Terrorism, one (1) copy of which is on file in the office of the ~~Director of Administrative Services~~ City Clerk and available for public inspection insofar as permitted by law. This plan is adopted by reference as though fully set forth herein. The emergency support function (ESF) of said plan, pertaining to operational matters, may be amended from time to time by the City Manager to reflect changed conditions or different standards applicable to Olympia.

Section 2. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR



ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

PASSED: 3/15/2016

APPROVED: 3/15/2016

PUBLISHED: 3/18/2016

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| COUNCIL | <input checked="" type="checkbox"/> |
| STUDY SESSION | <input type="checkbox"/> |
| COMMITTEE | <input type="checkbox"/> |
| DATE | 6-3-03 |
| AGENDA ITEM NO | 4B |

Ordinance No. 6268

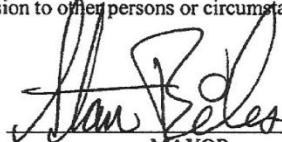
AN ORDINANCE relating to administration of the City's Comprehensive Emergency Management Plan; adding said plan; and amending Olympia Municipal Code Section 2.24.070.

THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That Section 2.24.070 of the Olympia Municipal Code and ordinances pertaining thereto are hereby amended to read as follows:

2.24.070 Adoption of emergency management plan. There is adopted for the City of Olympia ~~((an))~~ a Comprehensive Emergency Management Plan dated ~~((October 31, 1995))~~ May 1, 2003, including ~~((its annexes))~~ appendices and its Annex A--Counter Terrorism, ~~((three))~~ one ~~((copies))~~ copy of which ~~((are))~~ is on file in the office of the Director of Administrative Services and available for public inspection insofar as permitted by law. This plan is adopted by reference as though fully set forth herein. The ~~((annexes))~~ emergency support function (ESF) of said plan, pertaining to operational matters, may be amended from time to time by the City Manager to reflect changed conditions or different standards applicable to Olympia.

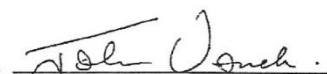
Section 2. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance, or application of the provision to other persons or circumstances, shall be unaffected.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


Asst. CITY ATTORNEY

Passed: June 3, 2003
Approved: June 3, 2003
Published: June 6, 2003

SUMMARY OF ORDINANCE 6268

On June 3, 2003, the Olympia City Council passed and approved 6268 - AN ORDINANCE relating to administration of the City's Comprehensive Emergency Management Plan; adding said plan; and amending Olympia Municipal Code Section 2.24.070.

The full text of Ordinance No. 6268 may be obtained for a fee at Olympia City Hall, 900 Plum Street, SE or will be mailed upon request for a fee. Call (360)753-8325 or write to City of Olympia, P.O. Box 1967, Olympia, WA 98507-1967.

Do not publish below this line

PUBLISH: June 6, 2003

Ordinance No. 6632

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN TO CLARIFY THE DUTIES OF THE MAYOR IN AN EMERGENCY.

WHEREAS, Olympia Municipal Code (OMC), Chapter 2.24 establishes the Department of Emergency Management; and

WHEREAS, OMC 2.24.070 adopts by reference the City of Olympia Comprehensive Emergency Management Plan dated May 1, 2003; and

WHEREAS, the emergency management duties of the Mayor should be clarified in the Comprehensive Emergency Management Plan;

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

Section 1. Amendment of Comprehensive Emergency Plan. The City of Olympia Comprehensive Emergency Plan, Appendix 1, Section (1) is hereby amended to read as follows:

APPENDIX 1
DIRECTION AND CONTROL

I. EMERGENCY MANAGEMENT DUTIES AND CHAIN OF COMMAND:

A. **POLICY/EXECUTIVE GROUP:** Policy Group is responsible for the overall direction, control of the emergency management organization, and provides the legislative and policy support necessary for efficient operations.

B. **ORGANIZATION OF THE POLICY GROUP:**

1. MAYOR/CITY COUNCIL.
2. CITY MANAGER.
3. CITY ATTORNEY (advisor).

C. **DUTIES OF THE CITY COUNCIL:**

1. Declare a State of Emergency when necessary for the full activation of the provisions of this plan. (RCW 35.33 & 38.52)
2. Issue a Declaration of Disaster when necessary to initiate state and/or federal assistance. (RCW 38.52 & 43.06)

3. Appropriate funds to support the emergency management organization, and to meet emergency needs when they occur. Authorize the expenditure of funds necessary to combat the disaster. (RCW 35.33 & 38.52)
4. Fill the vacancies of elected officials, if any, in order to maintain governmental continuity in times of crisis. (RCW 42.14)
5. Enact special legislation, under the emergency rules where appropriate, needed to support effective disaster response and recovery. (RCW 35.33)
6. Provide policy direction to the emergency management organization. (RCW 38.52)
7. Enact legislation which commands the services and equipment of private citizens as necessary in response to the disaster after proclamation by the governor. (RCW 38.52)
8. Conduct public hearings and take other actions to assist in informing the public and identifying public needs following a major emergency. (RCW 38.52)
9. Provide continuing oversight and legislative support during the recovery phase. Direct citizen's requests for assistance to appropriate governmental channels. (PL93-288)
10. Instill public confidence, and relay public information, as provided by the Public Information Officer.

D. DUTIES OF THE MAYOR:

1. Provide Liaison between the City Council and the emergency management system to ensure support and coordination of legislative action where needed.
2. Where an emergency requires immediate action, the powers and duties of the City Council prescribed in Appendix 1, Subsections C(1), C(2), C(3) of the Comprehensive Emergency Management Plan may be exercised individually by the Mayor, provided that such actions are ratified by the City Council at the next Council meeting.
- 2.3 Enter into intergovernmental agreements with other jurisdictions for mutual aid or recovery assistance.
- 3.4 Instill public confidence, and relay public information, as provided by the public information officer.

E. DUTIES OF THE CITY MANAGER:

1. Provide overall direction and control of disaster activities under the provisions of this plan.
2. Chair the Emergency Management Committee.
3. Provide liaison between the emergency management agency and the City Council. Ensure that they are adequately briefed on the nature and scope of the incident.
4. Request Declaration of Emergency when needed to activate the full provisions of this plan.
5. Request activation of Level 1 or Level 2 emergency protocols when indicated by the needs of the emergency.
6. Provide liaison with State and Federal agencies at the executive level when necessary to facilitate the receipt of disaster relief.
7. Instill public confidence, and relay public information, as provided by the Public Information Officer.

F. CITY ATTORNEY:

1. Provide emergency legal advice to the Mayor and City Council, City Manager and the Emergency Management Committee.
2. Review emergency agreements, contracts and disaster-related documents.
3. Draft a Declaration of Emergency.
4. Assist in drafting a Declaration of Disaster.
5. Draft other emergency ordinances as needed.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This ordinance shall take effect five (5) days after publication, as provided by law.



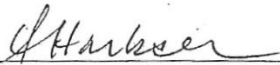
MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED: April 28, 2009
APPROVED: April 28, 2009
PUBLISHED: April 30, 2009

SUMMARY OF ORDINANCE NO. 6632

On April 28, 2009, the Olympia City Council passed Ordinance 6632- AN ORDINANCE of the City of Olympia, Washington, amending the Comprehensive Emergency Management Plan to clarify the duties of the Mayor in an emergency.

The full text of Ordinance No. 6632 may be obtained for a fee at Olympia City Hall, 900 Plum Street SE or will be mailed upon request for a fee. Call (360) 753-8325 or write to City of Olympia, P.O. Box 1967, Olympia, WA 98507-1967.

Do not publish below this line

PUBLISH: Thursday, April 30, 2009

RESOLUTION NO. M-1664

A RESOLUTION pursuant to Homeland Security Presidential Directive #5, Management of Domestic Incidents, to adopt and implement principles of the National Incident Management (NIMS).

WHEREAS, the United States Department of Homeland Security has developed the National Incident Management System for the purpose of unifying all responders' efforts during the disaster; and


WHEREAS, the Department of Homeland Security has directed all federal, state, tribal and local entities involved in emergency response to adopt NIMS; and

WHEREAS, the City of Olympia recognizes the need for a single Incident Management System to be used by all agencies and disciplines.

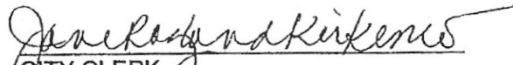
NOW, THEREFORE, BE IT RESOLVED the Olympia City Council ordains as follows:

That the City of Olympia adopts the National Incident Management System. The National Incident Management System will be used in all emergency incidents, training and drills, and will be incorporated into all emergency plans and programs.

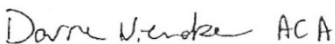
PASSED BY THE OLYMPIA CITY COUNCIL this 13th day of September 2005.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

 ACA
CITY ATTORNEY

RES 05-21

**BEFORE THE OLYMPIA CITY COUNCIL
IN THE STATE OF WASHINGTON**

RESOLUTION NO. _____

WHEREAS, the Director of Emergency Management/City Manager has reported to the Olympia City Council that on _____, 20____,

_____; and,

WHEREAS, extensive impacts have occurred to _____

WHEREAS, persons and property are, or will be, damaged unless further efforts are taken to reduce the threat to life and property and restore order; and

WHEREAS, there is an emergency present which necessitates activation of the City of Olympia Emergency Management Plan, and may require utilization of emergency powers granted pursuant to RCW 38.52.070 in order to effectively respond to the emergency needs of the community.

NOW THEREFORE, BE IT RESOLVED BY THE OLYMPIA CITY COUNCIL, in consideration of the above findings of fact:

SECTION I: That it is hereby declared that a state of emergency exists due to _____ affecting the City of Olympia. Duration of emergency _____

SECTION II: The Director of Emergency Management is hereby directed to activate those portions of the Olympia Emergency Management plan as are reasonable and necessary to combat the effects of the emergency, and all of the personnel, services and facilities of the City of Olympia will be utilized as needed, under that plan, in response to the emergency needs of the community.

SECTION III: Each designated city department is authorized to exercise the powers vested under Section III of this resolution in the light of the exigencies of an extreme emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

PASSED AND ADOPTED THIS _____ DAY OF _____, 20____

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PUBLISHED:

BEFORE THE OLYMPIA CITY COUNCIL
IN THE STATE OF WASHINGTON

RESOLUTION NO. _____

WHEREAS, a _____ has occurred affecting the City of Olympia
on _____, resulting in extensive impact to the following area(s) _____

WHEREAS, all the City of Olympia has been seriously impacted by this occurrence, including but not limited to

WHEREAS, a Declaration of Emergency was made by the City of Olympia Council on _____
and that the full provisions of the City of Olympia Emergency Management Plan were activated in response to
the emergency; and

WHEREAS, local capabilities and resources have been, or soon will be, exceeded by the scope of the
emergency; and

WHEREAS, additional assistance is needed to meet local public health and safety needs; and

NOW THEREFORE, BE IT RESOLVED BY THE OLYMPIA CITY COUNCIL, in consideration of the above
findings of fact:

SECTION 1: A major Disaster has been declared for the City of Olympia.

SECTION II: Immediate assistance from the State of Washington, specifically _____
_____ is urgently needed.

SECTION III: In the event that assistance from the State of Washington is not available due to the scope of the
emergency, that the Governor request that the President order such assistance as necessary.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20 _____

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PUBLISHED:



STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION

MS: TA-20; Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 ■ FAX: (253) 512-7200
Website: <http://www.mil.wa.gov>

December 7, 2022

Mike Buchanan, Interim Deputy Chief
City of Olympia Fire Department
601 4th Avenue East
Olympia, WA 98507

Re: City of Olympia Comprehensive Emergency Management Plan

Dear Deputy Chief Buchanan:

Thank you for submitting City of Olympia's Comprehensive Emergency Management Plan (CEMP) for our review as required under Title 38.52.070 RCW. Congratulations on completing this significant accomplishment.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle to meet the requirements of RCW 38.52 and WAC 118.30. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry best practices. The Washington Emergency Management Division looks forward to receiving the next iteration of City of Olympia's CEMP in five years.

To better incorporate the use of core capabilities while also making the CEMP a more operational document, CEMP development in Washington has changed significantly. If you would like additional information or assistance, please contact EMD's Planning Section at emdcepreview@mil.wa.gov.

Sincerely,

Robert Ezelle
Director

Enclosures (2)
City of Olympia's CEMP Tiered CEMP Review
City of Olympia's CEMP Checklist 2022

| COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) | | | |
|--|---------------------|-----------------------|-------------------|
| Section Title | Tier III - Required | Tier II - Suggestions | Tier I - Optional |
| Basic Plan | | | |
| Introductory Documentation | 100% | 55% | 10% |
| Purpose, Situation, & Assumptions | 100% | 80% | 100% |
| Concept of Operations | 100% | 27% | 24% |
| Direction, Control, & Coordination | 100% | 16% | 27% |
| Organization | 100% | 50% | 100% |
| Responsibilities | 100% | 40% | 50% |
| Communications | 90% | | 19% |
| Administration | 100% | | 100% |
| Finance | 100% | 33% | 86% |
| Logistics | 100% | 0% | 83% |
| Development & Maintenance | 100% | 100% | 24% |
| Annexes | | | |
| Population Protection | 97% | 31% | |
| ESF 4 | | 44% | 71% |
| ESF 5 | | 30% | 58% |
| ESF 6 | | 27% | 73% |
| ESF 8 | | 29% | 58% |
| ESF 9 | | 0% | 56% |
| ESF 10 | | 50% | 100% |
| ESF 13 | | 60% | 87% |
| ESF 15 | | 33% | 83% |
| Resource Management | 61% | 31% | |
| ESF 7 | | 56% | 70% |
| ESF 11 | | 0% | 0% |
| Critical Infrastructure | 85% | 49% | |
| ESF 1 | | 20% | 58% |
| ESF 2 | | 64% | 84% |
| ESF 3 | | 63% | 84% |
| ESF 12 | | 43% | 87% |
| TIER TOTALS* | 93% | 31% | 54% |

*Each Tier Total is the sum of all elements that have been addressed across all sections in the column and displayed in a percentage
Cells that are grayed out do not contain elements that are reviewed for that tier.

| Five Fundamental Plan Review Criteria: | | Rating: |
|--|---|---------|
| Rating System: 1 = Missing All of the specified characteristics 2 = Minimally addresses the specified characteristics 3 = Addresses Some of the specified characteristics 4 = Addresses Most of the specified characteristics 5 = Addresses All of the specified characteristics | | 4 |
| ADEQUACY | A plan is adequate if: | 4 |
| | The scope and concept of planned operations identify and address critical tasks effectively; | 4 |
| | The plan can accomplish the assigned mission while complying with guidance; | 3 |
| | The plan's assumptions are valid, reasonable, and comply with guidance. | 4 |
| FEASIBILITY | A plan is feasible if: | 3 |
| | The organization can accomplish the assigned mission and critical tasks by using available resources within the time contemplated by the plan; | 4 |
| | The organization allocates available resources to tasks and tracks the resources by status; | 3 |
| | Available resources include internal assets and those available through mutual aid or through existing state, regional, or Federal assistance agreements. | 4 |
| | Specifically, the jurisdiction should complete a capability estimate that: | |
| | Identifies the current status of resources arrayed to support the plan; | 2 |
| | Analyzes the required resources based on the courses of action in the plan; | 3 |
| ACCEPTABILITY | Identifies the most supportable courses of action and ways to reduce the impact of resource deficiencies. | 4 |
| | A plan is acceptable if: | 4 |
| | It meets the requirements driven by a threat or incident; | 4 |
| | It meets decision maker and public cost and time limitations; | 4 |
| | It is consistent with the law; | 4 |
| | It can be justified in terms of the cost of resources; | 4 |
| COMPLETENESS | Its scale is proportional to mission requirements. | 4 |
| | A plan is complete if it: | 3 |
| | Incorporates all tasks to be accomplished; | 3 |
| | Includes all required capabilities; | 5 |
| | Integrates the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs, immigrants, individuals with limited English proficiency, and diverse racial and ethnic populations; | 3 |
| | Provides a complete picture of the sequence and scope of the planned response operation; | 3 |
| | Makes time estimates for achieving objectives; | 1 |
| COMPLIANCE | Identifies success criteria and a desired end-state. | 3 |
| | The Plan should align with guidance and doctrine to the maximum extent possible because these provide a baseline that facilitates both planning and execution. | 4 |



Comprehensive Emergency Management Plan (CEMP) Review & Recommendations

Jurisdiction:

The plan provides well written, easy to understand and necessary information for the administration of an emergency management program. The recommendations provided below are separated into three tiers:

Tier III – Lawful Requirements; Tier II – State Suggestions; and Tier I – Optional

State consistency reviews will follow the recommendations identified in Tier III. Tier II identifies the next logical step in the planning process and should be considered guidance to assist with state-wide planning coordination; Tier II is not a requirement, but highly suggested to better prepare your jurisdiction. Tier I identifies entirely optional, accreditation-related elements and remains dependent on individual jurisdictions' preparedness goals, capabilities and resources; Tier I is not a requirement.

| TIER III – Lawful Requirements | | |
|---|---|--|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| Basic Plan – Organization | Information typically found in this section discuss the jurisdiction's Emergency Management Program structure and may also include an organizational diagram which visually depicts the chain of command structure. | Chapter 118-30 WAC, WA CEMP, CPG 101 |
| Basic Plan: Communications/ LEP Communications Plan | Discuss resources / processes / agreements / etc. to meet (or no capacity to meet) the needs your jurisdiction identifies (i.e. preparedness outreach, emergency warning, etc.). Also, specifically discuss the applicable LEP population you must address per the "significant population segment" criteria described in Title 38.52 RCW. | Public Laws 109-308, 110-325; Presidential Executive Orders 13347, 13166; Title 38.52 RCW, Chapter 118-30 WAC, Title 49.60 RCW; WA CEMP, CPG 101 |
| Basic Plan – Communications | Consider expanding on your jurisdiction's use of After-Action Reports (AAR) to review an incident/exercise for addressing challenges associated with communications efforts, proposed recommendations to address the challenges, and list the resources needed to address the challenges. | Title 38.52 RCW, Chapter 118-30 WAC, WA CEMP, CPG 101 |

| TIER III – Lawful Requirements | | |
|--------------------------------------|--|---|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| ESF 7 – Mutual Aid | Discuss the procedures to provide projected or anticipated costs, as well as the reimbursement process when mutual aid agreements are activated. | Title 38.56 RCW, WA CEMP, CPG 101 |
| ESF 7 – Mutual Aid | Discuss the procedures to provide projected or anticipated costs, as well as the reimbursement process when mutual aid agreements are activated. Also, consider including as attachments any checklists and forms for requesting and providing assistance. | Title 38.56 RCW, WA CEMP, CPG 101 |
| ESF 7 – Mutual Aid | Discuss your participation in the Washington Mutual Aid System (WAMAS). Also discuss the resource request process using WAMAS. | Title 38.52 RCW, Chapter 118-30 WAC, WA CEMP |
| ESF 7 – Resource Typing | Discuss how your jurisdiction maintains a list of NIMS typed resources and inventorying. If you do not use NIMS typed resources, describe the typing system/methodology that you do use. | PPD-8, Chapter 118-30 WAC, WA CEMP, CPG 101 |
| ESF 15 – Emergency Notifications | Consider briefly highlighting the nature and importance of emergency notifications, services, and programs to peoples' lives. Discussing this topic keeps the continued importance of the subject in mind during exercise, response, and future planning efforts. | Public Law E.O. 13166, Title 38.52 RCW, SSB 5046 LEP, WA CEMP |
| ESF 15 – Food and Water Notification | For Warning and Notification operations involving the Whole Community it is easy to overlook certain discussion points during plan writing. While it has been most likely not overlooked in practice, consider addressing in your Plan what this ESF does to provide notifications to the community regarding food and water distribution. | Title 38.52 RCW, SSB 5046 LEP, National Response Framework, National Disaster Recovery Framework, WA CEMP |
| ESF 15 – Communications Plan | When discussing the implementation or activation of the Communications Plan the topic of pre-scripted messages should be addressed. The Communications Plan portion should address pre-scripted messaging and notifications for AFN populations (to include LEP and hearing-impaired individuals). | Public Law E.O. 13166, Title 38.52 RCW, SSB 5046 LEP, The National Planning Frameworks, WA CEMP, CPG 101 |

| TIER II – State Suggestions | | |
|--|---|---|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| Basic Plan – Record of Distribution | The Record of Distribution (usually a table consisting of each agency represented within the plan and the date a copy of the plan was delivered) is an important legal document you may want to consider adding to your CEMP. It also serves as documentation of your CEMP promulgation process, ensuring each agency identified in the plan was part of the planning process. | WA CEMP, CPG 101 |
| Basic Plan – Record of Changes | The Record of Changes (usually a table consisting of a change #, date of change, summary of the change, and identifier of person making the change) is an important legal document you may want to consider adding to your CEMP. It also serves as documentation of your CEMP maintenance and review process which can be used as proof when applying for EMPG funding. | WA CEMP, CPG 101 |
| Basic Plan | The CEMP advises citizens to have supplies and resources for 3 days, with a week being recommended. Currently, EMD recommends that all citizens on the western side of the Cascades to be prepared for 2 weeks based on the results from the 2016 Cascadia Rising Exercise. | WA CEMP |
| Basic Plan – Introduction, Purpose, or Mission | Within the context of the Plan’s Scope, consider discussing under what conditions that this plan would be activated. | WA CEMP, CPG 101 |
| Basic Plan – Concept of Operations | There are many elements that can be addressed in the Concept of Operations section of the Basic Plan relating to three elements, or Core Capabilities, which impact all Mission Areas. The first is Planning, the second is Public Information & Warning, and the third is Operation Coordination. Your plan did a good job of addressing Operational Coordination but could use additional information on how Planning and Public Information & Warning play a part in the Preparedness Cycle. | The National Planning Frameworks, WA CEMP |

| TIER II – State Suggestions | | |
|---|--|---|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| Basic Plan – Direction Control & Coordination – Staging Areas | When discussing multi-jurisdictional coordination, there is an opportunity to discuss how your jurisdiction would coordinate vertically in order to establish logistical staging areas. | National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| Basic Plan - Organization | Describe the conflict resolution process that exists or would be used to resolve issues which present themselves amongst local departments. | WA CEMP, CPG 101 |
| Basic Plan – Responsibilities | <p>There are many tasks and abilities that Departments/Agencies (at all levels of government), the private sector, community organizations, and individuals should be participating in and accomplishing based on the guidance offered by the National Planning Frameworks. The Responsibilities section is an opportunity to not only address what capabilities are, but what they should be. This section should also be considered a place to set expectations. For more information on stakeholder responsibilities, consult the CEMP Evaluation Checklist – Tier II Suggestions tab.</p> <p>Overall, this section was well-written, there were just a few pieces missing.</p> | The National Planning Frameworks, WA CEMP, CPG 101 |
| Basic Plan - Finance | Consider briefly discussing the impact and role of insurance for recovering from the impacts of emergencies and/or disasters. | National Disaster Recovery Framework, WA CEMP |
| Basic Plan – Finance | Consider discussing how grants are managed in your jurisdiction. For example, consider how the Homeland Security Regions participate in grants management and also how the individual jurisdictions within the region participate in the process. There may be other EM grant funded initiatives and projects that operate outside of the HLS Region, consider discussing what is done to manage those grants as well. | National Disaster Recovery Framework, WA CEMP |

| TIER II – State Suggestions | | |
|------------------------------------|--|--|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| Basic Plan – Logistics | Consider designating locations that will serve as Community Points of Distribution (CPODs). Also, provide a brief description of those locations. | National Response Framework, National Disaster Recovery Framework, WA CEMP |
| Basic Plan – Annex Relationship | The Basic Plan is meant to contain the information that is relevant to all other attachments/sections/annexes/etc. of the CEMP. There are several elements contained within your Annexes that are not needed and could be better identified in your Basic Plan. If you can ask the question, “does this statement apply to all other Annexes?” then it could be most beneficial to remove it from the Annex and tie it into the Basic Plan. | General Recommendation |
| ESF 1 – Incident Management | Building off the described incident management measures implemented for roadways, consider describing what incident management practices will be implemented for those involving Aviation, Maritime, Pipelines, and Railroads. Even if your jurisdiction has no capabilities to perform either of these a discussion should still occur concerning who manages those specific incident types and how your jurisdiction assists or coordinates (e.g. provides traffic control in affected areas, provides specific transportation resources, etc.). | WA CEMP |
| ESF 2 – AFN Communication Systems | Identify existing communication systems that will be used to communicate with Access and Functional Needs populations. These systems might include: <ul style="list-style-type: none"> • Text Telephone (TTY) • Telecommunication Device for the Deaf (TDD) • Telecommunications Relay Service (TRS) Video Relay Service (VRS), etc. | WA CEMP, CPG 101 |

| TIER II – State Suggestions | | |
|---|--|---|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| ESF 2 – Frequencies | Considering adding a table which identifies the various frequencies that response organizations operate on. | WA CEMP, CPG 101 |
| ESF 3 – Utility Coordination | Discuss the coordination involved in the identification, prioritization, and repair work for utilities, roads and local bridges. | The National Planning Frameworks, WA CEMP, CPG 101 |
| ESF 3 – Water and Wastewater Provision | Discuss how to coordinate the provision of temporary water distribution and arranges for wastewater collection systems to be established. | National Response Framework, National Disaster Recovery Framework, W CEMP, CPG 101 |
| ESF 4 – Special Technical Teams | Consider identifying the existence of any Special Technical Teams that may exist within your jurisdictions Fire Departments (e.g. Urban Search and Rescue, Heavy Rescue/Light Rescue, Swift Water Rescue Teams, Confined Space Rescue, HAZMAT technicians). If any of those resources do exist, describe their capabilities and responsibilities. | National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| ESF 4 – Firefighting Assistance Agreements | The ESF 4 Annex made frequent references to Firefighting Agreements but did not detail how those agreements would be implemented (or the process to implement them). Please detail what these agreements entail and how they are implemented. | National Response Framework, WA CEMP, CPG 101 |
| ESF 4 – Fire Incident Management | Consider detailing the actions and processes that take place to specifically address Wildland and Urban Fires (as separate considerations). | National Response Framework, WA CEMP, CPG 101 |
| ESF 5 – Informational Collection, Analysis, and Dissemination | Describe how information gets analyzed and disseminated. Consider describing the critical or essential information needed, the source of the information, who uses the information, how the information is shared, the format for providing the information, and any specific times the information is needed. This section should include information on: | The National Planning Frameworks, WA CEMP, CPG 101 |

| TIER II – State Suggestions | | |
|--|---|--|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| | <ul style="list-style-type: none"> Information Collection – the process of gathering Essential Elements of Information (EEl)s Information Analysis – the process the information collected goes through to verify accuracy of the information and any details necessary to inform operations and decision-making <p>Information Dissemination – the process this support annex takes to share the information once it has been verified and analyzed (e.g. the ESF shares the information with the Operations Section Chief in the EOC and the ESF 15/PIO, or Situation Unit in the Planning Section if applicable).</p> | |
| ESF 5 – Deactivation/Transition Procedures | Describe the process which will be used to describe deactivation and transition procedures. | WA CEMP, CPG 101 |
| | | |
| ESF 6 – Shelter Inspection and Qualification | <p>Discuss how site are chosen for use as shelters. Also discuss what qualification methods are used to determine a site’s suitability. Many plans reference the Red Cross as the organization to establish shelters; however, every jurisdiction should be prepared to supplement efforts before, during, and after an incident. This is especially relevant in large disasters where the capabilities of the Red Cross are reduced or unavailable. Consider using the Red Cross’s own shelter inspection and qualification manual to use in this effort. (ARC) Sheltering Handbook: Disaster Services</p> <p>https://crocog.org/wp-content/uploads/2017/12/American-Red-Cross-Sheltering-Handbook.pdf</p> <p>(FEMA & ARC) Shelter Field Guide</p> <p>http://www.nationalmasscarestrategy.org/wp-content/uploads/2015/10/Shelter-Field-Guide-508_f3.pdf</p> | WA CEMP, CPG 101 |
| ESF 6 - Shelters | Consider discussing the process and procedures to address unaccompanied | National Response Framework, National Disaster |

| TIER II – State Suggestions | | |
|---|--|---|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| | children, registered offenders, or household pets when they arrive at shelters. | Recovery Framework, WA CEMP, CPG 101 |
| ESF 6 – Shelter Communications & Operations | Consider discussing more information regarding what communications are established and maintained for sheltering operations. Important areas to consider are what information collection and dissemination efforts will be conducted between the various stakeholders, such as between shelters and the media or shelters and evacuees. Another consideration to discuss is the process and procedures to address unaccompanied children, registered offenders, or household pets when they arrive at shelters. [Recommendation can be found on the CEMP Evaluation Checklist Tier II – Suggestions tab under ESF 6] | National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| ESF 7 – Prioritizing Resources | Consider discussing the fundamental framework of decision making that may take place when resources are limited or the ability to deliver the resources are limited. There are many considerations that could be used as the basis for this discussion. For example: Are certain population segments prioritized? Are specific government functions prioritized to receive resource over other functions? Are certain geographic locations prioritized due to multiple considerations? Do you have two bridges down but only enough resources to fix one? | National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| ESF 7 - WAMAS | Consider discussing your involvement in the Washington Mutual Aid System (WAMAS) and how it can be used to request resources. This brief discussion should also cover how the resource request process is accomplished. | WA CEMP |
| ESF 8 – Water and Wastewater | Consider discussing the provision and distribution of water to affected communities. Also consider what is done to | National Disaster Recovery Framework, WA CEMP, CPG 101 |

| TIER II – State Suggestions | | |
|--------------------------------|---|--|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| | acquire or provide for human waste disposal services. | |
| ESF 8 – Incident Management | <p>Consider discussing how the following elements are coordinated or describe the actions that will be taken for this ESF to:</p> <ul style="list-style-type: none"> • Contain and stabilize the effects of the incident; • Track patients; • Coordinate private organization support and asset integration; • Establish emergency treatment centers or mass casualty collection centers; <p>Decontaminate survivors and responders.</p> | National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| ESF 9 – Search and Rescue | Briefly discuss your jurisdiction’s capabilities in performing Waterborne and Wilderness and Island SAR. Also discuss any methods for tracking the location of distressed individuals. Lastly, consider discussing how SAR evacuations are coordinated. | National Response Framework, WA CEMP, CPG 101 |
| ESF 9 – Concept of Operations | <p>Excellent work creating a concise and well thought out SAR ESF. Consider discussing the following topics to completely round it out:</p> <ul style="list-style-type: none"> • Methods for monitoring distress levels; • Tracking locations of distressed individuals; <p>The potential for evacuation.</p> | WA CEMP, CPG 101 |
| ESF 10 – Concept of Operations | <p>Consider discussing the following:</p> <ul style="list-style-type: none"> • Methods to detect and assess the extent of contamination; • Implementing storage options; • Implementing treatment options. <p>Even if your jurisdiction does not participate in the process (i.e. Department of Ecology takes care of the waste), ESF 10 should briefly describe/highlight who is participating in these activities and if any coordination is involved.</p> | National Mitigation Framework, National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| ESF 11 – Nutritional Needs | Consider discussing what processes or procedures are in place to help the jurisdiction in determining the nutritional needs of the population when feeding | National Response Framework, National Disaster Recovery |

| TIER II – State Suggestions | | |
|--|---|--|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| | operations are being conducted (e.g. baby food, religious diets, food allergies, calorie needs, etc.). To understand this function in a different light, consider how you might run a food bank-like operation. | Framework, WA CEMP, CPG 101 |
| ESF 11 – Animal and Plant Diseases | Discuss how the jurisdictional will respond in the event of animal and plant disease. Additionally, consider the potential economic impact of devastating animal/zoonotic/plant diseases. | WA CEMP, CPG 101 |
| ESF 11 – Natural, Cultural, and Historical Resources | A commonly unaddressed area of planning involves the consideration of natural, cultural, and historic resources. Consider identifying how your jurisdiction will preserve, rehabilitate, recover, and restore these resources. | National Mitigation Framework, National Recovery Framework, National Disaster Recovery Framework, WA CEMP, CPG 101 |
| ESF 15 – Notices | The topics covered within ESF 15 encompass aspects of nearly all of the activities of other ESFs and is therefore a difficult Support Annex to develop. Considering this, your ESF 15 Annex demonstrates a high-level of development and forward thinking. There are only a few considerations which can be addressed. Discuss how information pertaining to the potential impacts of secondary hazards is relayed to the public. Discuss mechanisms which will be in place for the family reunification process. Discuss the notifications provided for emergency transportation information. Lastly, discuss the possibility of providing announcements for upcoming community meetings (i.e. involving state officials, local authorities, damage assessments, etc.). | National Response Framework, National Disaster Recovery Framework, WA CEMP |

| TIER I – Optional | | |
|--|--|----------------------|
| CEMP Location | Recommendation to Meet Legal Obligations | Reference |
| General | The biggest concern with accreditation entities and requirements, is detailed explanations of process and procedures. It is often not enough to simply address that you perform an activity, but rather explain each step of the process involved to accomplish such activities. | EMAP |
| Basic Plan | Develop and/or reference a multi-year strategic plan complete with goals, objectives, milestones, and implementation methods. | EMAP 3.1.1 |
| Basic Plan – Concept of Operations | Discuss some basic NIMS concepts (i.e. modular, unified command process, span of control, etc.) | EMAP 4.5.1 |
| Basic Plan - Communications | There are a lot of elements to try and provide methods and processes regarding crisis communication, public information, and education. | EMAP 4.11.1 - 4.11.4 |
| Basic Plan - Development and Maintenance | A training and exercise program contains numerous components. Accreditation is primarily concerned with the methods used to train, exercise, and track all this data. | EMAP 4.9 - 4.10 |

| Additional Considerations | |
|---|---|
| CEMP Location | Recommendation |
| Basic Plan – Situation Overview – Hazard Assessment Summary | Consider adding a hazard-probability matrix in this section so that each hazard can be visually identified alongside its impact and probability of occurrence. Generally, this information is already contained within your Hazard Mitigation Plan but is helpful to add context to why the CEMP is important. |
| ESF 6: Mass Care - ARC | While it is fairly common to rely on the support and capabilities of the American Red Cross, your own capabilities should not be discounted. Consider investing in planning efforts focused on what the capabilities of the County and its Cities are capable of in comparison of those of the ARC. If a significant or widespread disaster were to occur, then the capabilities and resources of the ARC would be severely diminished and prove to be insufficient. Therefore, it is advised that you work closely with them to develop your own plans based on your capabilities which can be instituted in a |

| Additional Considerations | |
|---------------------------|--|
| CEMP Location | Recommendation |
| | worst-case scenario. At the very least (as the former is no small task), consider reviewing the ARC's procedural manuals so that you can describe how the ARC accomplishes certain capabilities. For example, examine what methodology the ARC uses in shelter site selection, qualification, and operations. This can be incorporated into your ESF 6 annex in the case that the ARC is not able to assist you immediately following a disaster or emergency. |



City Council

Approval of an Ordinance Amending Olympia Municipal Code Section 2.04.050 Relating to City Council Meetings

Agenda Date: 1/31/2023
Agenda Item Number: 4.O
File Number: 23-0120

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Section 2.04.050 Relating to City Council Meetings

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading the Ordinance Amending Olympia Municipal Code Section 2.04.050 Relating to Council Meetings.

Report

Issue:

Whether to approve on first reading and forward to second reading the Ordinance Amending Olympia Municipal Code Section 2.04.050 relating to Council Meetings.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

Consent Calendar Item.

Background and Analysis:

At the City Council retreat in January, Councilmembers and staff discussed changing the time regular meetings of the City Council are held to an earlier hour in order to make more efficient use of limited time and resources.

If the Ordinance is approved, the start time for the regular business meetings of the Olympia City Council would move from 7:00 p.m. to 6:00 p.m.

The Council will also shift to having one Tuesday night per month set aside for study/work sessions, with the other Tuesdays remaining in the month for regular business meetings.

Climate Analysis:

This issue will have no known effect on the climate.

Equity Analysis:

This issue will have no known effect on diversity, equity, and inclusion.

Neighborhood/Community Interests (if known):

The community has an interest in the public meetings of the City Council.

Options:

1. Pass the Ordinance Amending OMC 2.04.050 on first reading and forward to second reading.
2. Pass the Ordinance with Council-directed changes and forward to second reading.
3. Do not pass the Ordinance.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 2.04.050 RELATING TO CITY COUNCIL MEETINGS

WHEREAS, the City Council wishes to make more efficient use of limited time and resources by changing the hour that regular City Council meetings are held and amending Olympia Municipal Code Section 2.04.050 for this purpose;

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

Section 1. Amendment of OMC 2.04.050. Olympia Municipal Code 2.04.050 is hereby amended to read as follows:

2.04.050 Meetings

A. Regular Meetings. Regular meetings of the City Council will be held on Tuesdays at the hour of ~~seven~~ six p.m. in the City Council Chambers, City Hall, Olympia, Washington, or at other locations as determined by the Mayor. The Olympia City Council may establish its yearly meeting calendar at its annual retreat and generally does not schedule meetings on the fifth Tuesday of any month. The City Council's meeting calendar will be posted on the City's website and will identify those weeks when no meeting is scheduled. When any of the above scheduled Council meetings occur on a legal holiday, the next business day shall be the date of the regular meeting.

B. Special Meetings. Special meetings of the City Council may be called at any time by the Mayor or by a majority of Council and notice will be provided as required by law.

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 five (5) 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

Housing and Homeless Response Update

Agenda Date: 1/31/2023
Agenda Item Number: 6.A
File Number:23-0102

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

Title

Housing and Homeless Response Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive an update on the Housing and Homeless Response program.

Report

Issue:

Whether to receive an update on the Housing and Homeless Response program.

Staff Contact:

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Presenter(s):

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

Meg Martin, Executive Director of Interfaith Works

Background and Analysis:

The Housing and Homelessness Response Program has grown and evolved over the past year. The City has been working on a myriad of different programming to support residents and make Olympia a safe and healthy place to live. The cross-departmental and cross-jurisdictional partnerships have allowed the City to strengthen relationships and funding sources to improve the programs overall performance and outcomes.

Addressing homelessness and the housing crisis requires governments to work on the issue at each stage simultaneously; urgent need, temporary shelter, low-income housing, affordable housing, policy and developing new partnerships for creative problem solving. This presentation will provide a brief update on the status of the City's work regarding all the outlined approaches.

Following this update, Meg Martin with Interfaith Works will provide an overview of the new Sergio's

day center. An open house was held on January 23rd to invite members of the public including neighboring residents and businesses to tour the site and learn about the services being offered at the new location. Official launch of the day center will be on January 25th during the Thurston Council Point in Time Count with consistent operating hours starting in mid-February.

Climate Analysis:

The housing and homeless response program is partnering very closely with the climate program on upcoming projects. The newly integrated programs include weatherization, efficiency incentives, and supporting electrifying all new housing development. The creation of the new day center was an increase in greenhouse gasses however will offer residents a centralized spot for do laundry, dispose of trash, use hygiene facilities, etc. All having a long-term reduction in greenhouse gasses as services and the access to basic needs are streamlined. Staff will continue to work with Interfaith works to find creative ways to potentially solarize the building or support more energy efficiency opportunities in the future.

Equity Analysis:

The information being shared at this Council meeting is pertaining to vulnerable members of the community. The presentation will highlight how the city is investing in homelessness response and how the day center will offer care and respite for people living unsheltered. To ensure the impact is most beneficial, people searching for these services should have access to this information and council meetings are not typically attended by the unhoused community. Staff will be reaching out to service providers to encourage they attend the meeting and share the information with community members in their programs.

Neighborhood/Community Interests (if known):

Housing and Homelessness is of concern to the entire community.

Options:

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

Financial Impact:

The City has invested heavily in housing and homeless response over the years. This presentation will cover city programming specifically and how those investments have impacted housing issues and offer more opportunities for expansion and regional partnerships.

Attachments:

Sergio's Event Flyer



Neighborhood Informational Meeting

SCAN FOR MORE INFO



Please Join Us!

Learn more about the timeline, partners involved, operations plan, neighborhood safety plan, and general intended use of Interfaith Works new facility called, Sergio's, located at 3444 Martin Way E., opening Spring 2023.



WHEN: January 23rd,
4:30-6pm



WHERE: 3444 Martin
Way E. inside Sergio's.

Parking Lot on Mary
Elder Rd.

Informational Presentation

We will be joined by City of Olympia officials, Olympia Police Department, Olympia Fire Department, and both City of Olympia and Thurston County Homeless Response Teams.

Open House

Walk through the space and see the building.

Questions?

Contact: sergios.info@iwshelter.org

IWSHELTER.ORG/SERGIOS