



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 6, 2024

6:00 PM

Council Chambers, Online and Via
Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_LJqw1qcPTe2ri6z0uTNEIlg

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [24-0111](#) Special Recognition - Proclamation Recognizing Black History Month

Attachments: [Proclamation](#)

2.B [24-0138](#) Special Recognition - Immigrant Advocacy Day

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A [24-0109](#) Approval of January 23, 2024 City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.B [24-0079](#) Approval of a Resolution Authorizing a Grant Application to the NOAA Climate Resilience Regional Challenge Grant
Attachments: [Resolution](#)
[Letter of Intent](#)
- 4.C [24-0110](#) Approval of a Resolution Authorizing Roof Repairs at the City's Maintenance Center
Attachments: [Resolution](#)
[Supplemental Terms and Conditions.pdf](#)
- 4.D [24-0112](#) Approval of a Resolution Approving an Amendment to the City Manager's Employment Agreement and Authorizing the Mayor to Sign the Amendment on behalf of the Olympia City Council
Attachments: [Resolution](#)
[Amendment No. 3 to CM Employment Agreement](#)
- 4.E [24-0122](#) Approval of a Resolution Authorizing a Purchase and Sale Agreement for the Sale of Certain Excess City-Owned Real Property to Goldwin and Eugina Dempsey
Attachments: [Resolution](#)
[Agreement](#)
[Vicinity Map](#)
- 4.F [24-0133](#) Approval of a Resolution Approving a Municipal Services Contract Between the City of Olympia and the Visitors and Convention Bureau of Thurston County for 2024- 2026 Tourism Promotion (Lodging Tax) Services.
Attachments: [Resolution](#)
[Contract](#)
- 4.G [24-0130](#) Approval of the 2024 Land Use and Environment Committee Work Plan
Attachments: [Draft 2024 LUEC Work Plan](#)
- 4.H [24-0131](#) Approval of the 2024 Community Livability and Public Safety Committee Work Plan
Attachments: [Draft 2024 Work Plan](#)
- 4.I [24-0132](#) Approval of the 2024 Finance Committee Work Plan
Attachments: [Draft 2024 Work Plan](#)

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None**5. PUBLIC HEARING - None****6. OTHER BUSINESS - None****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 Council

Special Recognition - Proclamation Recognizing Black History Month

Agenda Date: 2/6/2024
Agenda Item Number: 2.A
File Number:24-0111

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

Title

Special Recognition - Proclamation Recognizing Black History Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim February as Black History Month in the City of Olympia.

Report

Issue:

Whether to proclaim February as Black History Month in the City of Olympia.

Staff Contact:

Olivia Salazar de Breau, Equity, Inclusion and Belonging Specialist, Parks, Arts and Recreation,
360.753.8343

Presenter(s):

Javoen Byrd, Founder, Hawk Foundation for Research and Education in African Culture

Background and Analysis:

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing the central role of Black individuals in U.S. history.

The creation of noted historian Carter G. Woodson and other prominent African Americans in 1926, every U.S. president since 1976 has officially designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating black history.

In February 2022, the City of Olympia partnered with the Hawk Foundation for Research and Education in African Culture to host the first annual Black History Month Celebration. The City, its employees, elected officials, community members, and visitors enthusiastically participated. This year the City is pleased to partner again with the Hawk Foundation to host a Black History Month

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

Celebration that is open to the public and will feature presenters, music and food. The event will commence on February 15, 2024 from 5:30 to 8:30 pm at the Kenneth J. Minnaert Center for the Arts, South Puget Sound Community College.

Climate Analysis:

No impacts to any of the climate mitigation sectors.

Equity Analysis:

This recognition raises awareness about the sacrifices, contributions, and achievements made by generations of African Americans here in the Pacific Northwest and across the nation. This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, in February, the United States recognizes and reflects on the sacrifices, contributions, and achievements made by generations of African Americans in the storied history of our nation and acknowledges the ongoing struggle to keep America's founding promise of a more perfect and more equal union; and

WHEREAS, the African American experience is woven into the historical fabric of the Pacific Northwest: from York's full membership in the Lewis and Clark Expedition, through the first African American pioneer in the Northwest, George W. Bush, who established Bush Prairie, now known as our neighbor, the City of Tumwater, and on through today; and

WHEREAS, the history of the City of Olympia would be far less rich and diverse without the contributions of Olympia's African American residents – such as Rebecca Howard, the beloved 19th Century entrepreneur, who owned and managed the popular Pacific House in downtown Olympia; and

WHEREAS, today 3 percent of Olympia's population is Black or African American. Of the 9,000 new Olympia residents added between 2010-2020, 11 percent were Black or African American which suggests increasing population over time; and

WHEREAS, in 1915, Dr. Carter Godwin Woodson, noted black scholar and son of formerly enslaved people, founded the Association for the Study of African American Life and History, and initiated Black History Week on February 12, 1926; and

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

WHEREAS, the observance of Black History Month demands our attention to the continued need to dismantle racism and build a community that lives up to its democratic ideals; and

WHEREAS, our community acknowledges the systemic racism perpetuated by individuals and our nation's government through slavery, segregation, mass-incarceration, police brutality, and economic disparity; and

WHEREAS, African Americans have countless achievements despite these past and present cruelties; and

WHEREAS, the City of Olympia proudly embraces the cultural diversity of our community, and honors organizations, families, and individuals of African American descent in appreciation of their invaluable contributions that continue to enrich the history and culture of our city, and unite and sustain us as a community; and

WHEREAS, the City of Olympia is honored to partner with the Hawk Foundation for Research and Education in African Culture to host a public event to celebrate Black History during February 2024; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of February 2024 as

BLACK HISTORY MONTH

in the City of Olympia and encourage all Olympians to recognize and honor the African American experience and work toward a nation where all people have equal opportunity to thrive.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS SIXTH DAY OF FEBRUARY 2024.

OLYMPIA CITY COUNCIL

*Dontae Payne
Mayor*



City Council

Special Recognition - Immigrant Advocacy Day

Agenda Date: 2/6/2024
Agenda Item Number: 2.B
File Number:24-0138

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

Title

Special Recognition - Immigrant Advocacy Day

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Recognize Immigrant Advocacy Day.

Report

Issue:

Whether to recognize Immigrant Advocacy Day.

Staff Contact:

Tobi Hill-Meyer, Diversity Equity Inclusion Program Manager, City Manager's Office, 360.753.8285

Presenter(s):

Sasha Wasserstrom, Policy Director at the Washington Immigrant Solidarity Network
Bob Zeigler, Strengthening Sanctuary Alliance

Background and Analysis:

Immigrant Advocacy Day is hosted by the Washington Immigrant Solidarity Network (WAISN), a multi-lingual, multicultural coalition and network of more than 400 immigrant leaders, allies, and immigrant serving organizations, that supports and builds power for immigrants and refugees across Washington State through direct services, education, organizing, policy advocacy, and funding. They are a queer and trans immigrant-led nonprofit building a strong, connected, immigrant-led justice movement to dismantle oppressive systems and ensure a life of abundance for all immigrants.

This day brings hundreds of organizations and individuals to Olympia to advocate for pro-immigrant policies to support all Washington residents.

Climate Analysis:

No impacts to any of the climate mitigation sectors

Equity Analysis:

Immigrants are often excluded from the same resources and benefits provided by the government to others. Especially during a time of rising anti-immigrant sentiment, it is meaningful to support networking, organizing, and supporting efforts that immigrant communities and allies and an important part of an intersectional push toward ending oppressive systems of all kinds.

Options:

- Recognize Immigrant Advocacy Day 2024
- Do not recognize Immigrant Advocacy Day 2024

Financial Impact:

No financial impact

Attachments:

Proclamation

IMMIGRANT AND REFUGEE ADVOCACY DAY

PROCLAMATION

WHEREAS, the City of Olympia has prospered throughout its history from the extensive socioeconomic, political, and cultural contributions made by immigrants from every part of the globe; and

WHEREAS, the City of Olympia welcomes all who enter this country to escape social, religious, political or economic oppression, or those in pursuit of its founding promise of a brighter future; and

WHEREAS, the City of Olympia is dedicated to the values of inclusivity, diversity and hope; and

WHEREAS, the City of Olympia has committed to securing the freedom, rights and dignity of all people who reside here; and

WHEREAS, as a declared “Sanctuary City,” the City of Olympia continues to demonstrate its abiding commitment to protecting all immigrants residing here; and

WHEREAS, the City of Olympia welcomes the advocates for immigrants and refugees from throughout Washington who will attend the legislative session to advocate for legislative measures that will protect immigrants and refugees during and after the pandemic; and

WHEREAS, Pro-immigrant measures are desperately needed to compensate for the weakening and removal of protections at the federal level; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim February 7, 2024 as

IMMIGRANT AND REFUGEE ADVOCACY DAY

in the city of Olympia and urge all residents to join immigrant advocates to petition our elected state representatives to enact legislation to provide state and local government protections to all immigrants and their families in the state of Washington

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS SIXTH DAY OF FEBRUARY 2024

OLYMPIA CITY COUNCIL

Dontae Payne

Mayor



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

City Council

Approval of January 23, 2024 City Council Meeting Minutes

Agenda Date: 2/6/2024
Agenda Item Number: 4.A
File Number:24-0109

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

Title

Approval of January 23, 2024 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 23, 2024

6:00 PM

Council Chambers, Online and Via
Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_Ci7TfaNDTn2Vrv4WnWcgeg

1. ROLL CALL

Present: 7 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

Jupert Barrios spoke.

4. CONSENT CALENDAR

4.A [24-0084](#) Approval of January 16, 2024 City Council Meeting Minutes

The minutes were adopted.

4.B [24-0086](#) Approval of Expenditures Certification December 15, 2023 Through December 28, 2023 and January 5, 2024 Through January 11, 2024

Claim expenditures December 15, 2023 through December 28, 2023 and January 5, 2024 through January 11, 2024: Total: \$10,403,240.71.

The decision was adopted.

4.D [24-0029](#) Approval of a Resolution Authorizing an Enterprise Enrollment Agreement with Microsoft Corporation for the Purchase of Microsoft Office 365 Enterprise User Licenses

The resolution was adopted.

- 4.E [24-0070](#) Approval of a Resolution Authorizing the Purchase Agreement with Hughes Fire Equipment, Inc. for Two Life Line Ambulances

The resolution was adopted.

- 4.F [24-0072](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for Stormwater Permit Compliance

The resolution was adopted.

- 4.G [24-0073](#) Approval of a Resolution Authorizing an Agreement with the City of Lacey for Short-Term Use of Wholesale Water

The resolution was adopted.

Approval of the Consent Agenda

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

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

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

PULLED FOR SEPARATE ACTION

- 4.C [24-0094](#) Approval of 2024 Council Meeting Calendar and Committee Assignments

Councilmember Parshley moved, seconded by Councilmember Madrone, to approve the Council calendar and committee assignments,. The motion carried by the following vote:

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

Councilmember Parshley moved, seconded by Councilmember Madrone, to approve 2-year terms for committee assignments, including interjurisdictionals. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

Nay: 1 - Mayor Pro Tem Huynh

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [24-0082](#) Approval of the Grass Lake Nature Park Public Art Project Artist

Arts Commission Staff Liaison Stephanie Johnson and Arts Commission Chair Kathy Dorgan shared background on the Grass Lake Nature Public Art Project and the recommendation of Abe Singer as project artist for the project.

Councilmember Vanderpool moved, seconded by Councilmember Madrone, to approve the Arts Commission recommendation of Abe Singer as the Grass Lake Nature Park Project Artist. The motion carried by the following vote:

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

6.B [24-0081](#) Approval of a Gift of Art Proposal Commemorating the West Olympia Rotary 50th Anniversary

Ms. Johnson and Chair Dorgan shared background on the donation of *Life is Water* by Taylor Wily Krise from the West Olympia Rotary to the City's public art collection.

Councilmember Madrone moved, seconded by Councilmember Cooper, to approve "Life is Water," by Taylor Wily Krise as a donation to the City Public Art Collection from the West Olympia Rotary Club, and direct staff to place on a future consent calendar an ordinance approving acceptance of the donation and gift of art agreement. The motion carried by the following vote:

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

6.C [24-0068](#) Affordable Homeownership Study Briefing

Senior Housing Program Specialist Christa Lenssen introduced Knox Works Consultant Paul Knox and Northwest Cooperative Development Center Co-Executive Director Sam Green. Mr. Knox and Mr. Green presented the outcome of the Affordable Homeownership Study.

Housing Program Director Darian Lightfoot shared follow-up information regarding

projects the City is working on to build towards homeownership opportunities.

Councilmembers asked clarifying questions.

The discussion was completed.

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS - None

10. ADJOURNMENT

The meeting adjourned at 8:06 p.m.



City Council

Approval of a Resolution Authorizing a Grant Application to the NOAA Climate Resilience Regional Challenge Grant

Agenda Date: 2/6/2024
Agenda Item Number: 4.B
File Number:24-0079

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

Title

Approval of a Resolution Authorizing a Grant Application to the NOAA Climate Resilience Regional Challenge Grant

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Approve a Resolution Authorizing a Grant Application to the NOAA Climate Resilience Regional Challenge Grant

Report

Issue:

Whether to support submittal of a federal grant application to the NOAA Climate Resilience Regional Challenge

Staff Contact:

Dr. Pamela Braff, PhD, Director of Climate Programs, City Manager's Office, 360.753.8249
Rich Hoey, Assistant City Manager, City Manager's Office, 360.753.8227

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The NOAA Climate Resilience Regional Challenge is a federal grant program administered by the National Oceanic and Atmospheric Administration (NOAA) Office of Coastal Management. The focus of the grant program is on collaborative projects that increase the resilience of coastal communities to extreme weather and other impacts of climate change, including sea level rise. Approximately \$575 million is available nationwide and is made possible by the Inflation Reduction Act. Funded projects will address risk reduction and regional collaboration and equity, as well as build enduring capacity for adaptation.

In August 2023, the City of Olympia, together with the Squaxin Island Tribe, State of Washington Department of Enterprise Services, Port of Olympia and LOTT Clean Water Alliance submitted a letter of intent to apply for funding. The letter of intent (attached) outlined a project proposal entitled “*Restoring the Deschutes Estuary and Building Community Resilience in the South Puget Sound.*”

This proposed initiative aligns two multi-jurisdictional and collaborative efforts (Olympia Sea Level Rise Response Plan and Deschutes Estuary Restoration) to enhance and coordinate major coastal resilience activities in the City of Olympia and Puget Sound. These two efforts are dependent upon each other - progress on one is necessary to fully implement the other. The City’s letter of intent proposed a project that would receive the maximum possible funding - \$75 million.

In October 2023, the City was informed by NOAA that we were invited to submit a full application. This was very exciting news. The level of interest in this new program has been very strong, with NOAA having received 869 eligible letters of intent requesting approximately \$16 billion in funding. Through a rigorous review process, NOAA selected 120 applicants to submit full proposals, for a total requested funding amount of approximately \$3 billion. From these, NOAA anticipates selecting approximately 40 proposals totaling \$575 million.

Since October, the City and our partners have been refining and improving our proposal. In broad elements, the project proposal includes the following:

Deschutes Estuary

- Additional funding to complete design and permitting
- Construction of habitat containment cells to facilitate shoreline restoration

Sea Level Rise

- Implement mid-term adaptation strategies from the Olympia Sea Level Rise Response Plan, including:
 - Raising landscaping and elevating paths with Percival Landing Park
 - Installing raised landscaping, planters and flood gates along downtown streets that parallel the shoreline
 - Elevating low lying shoreline segments and critical facilities along East Bay and the Port Peninsula
- Analyze the costs, benefits and approaches of separating portions of the combined sewer and stormwater systems.

The proposal also includes additional staff and intern capacity with the City, State and Tribe to manage successful implementation of the project.

Staff is currently finalizing the grant application and soliciting various letters of support for the project proposal. The grant is due by February 13.

Neighborhood/Community Interests:

The community has a high degree of interest in the restoration of the Deschutes Estuary and in the implementation of the Olympia Sea Level Rise Response Plan. Both of these efforts have a large impact on downtown Olympia and on the Deschutes Watershed/Lower Budd Inlet.

Climate Analysis:

Consistent with the grant criteria, the project proposal is aimed at improving community resilience to the impacts of a changing climate. If successful, Olympia and our regional partners would receive significant resources towards implementation of the Olympia Sea Level Rise Response Plan and Deschutes Estuary Restoration. Future restoration of the Deschutes Estuary has the potential to support significant carbon sequestration.

Equity Analysis:

As a part of the grant application, the City and its partners will be developing a strategy for equitable community engagement focused on underserved, underrepresented and marginalized communities. This is an important part of NOAA's review and ranking of project proposals.

This project also includes close partnership and collaboration with the Squaxin Island Tribe, consistent with the Accord between the City and Tribe that expresses a strong, mutual goal of restoring the Deschutes Estuary.

Options:

1. Approve the Resolution authorizing a grant application to the NOAA Climate Resilience Regional Challenge.
2. Do not approve the Resolution.

Financial Impact:

If successful, the City and regional partners could receive up to \$75 million in federal funding to support climate resilience efforts. There is no required match funding. Approximately half of the funding would go towards Deschutes Estuary Restoration efforts led by the State and Squaxin Island Tribe, while the other half would go towards sea level rise adaptation by the City and Port.

Attachments:

Resolution
Letter of Intent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) OF COAST MANAGEMENT FOR THE PROJECT PROPOSAL ENTITLED *RESTORING THE DESCHUTES ESTUARY AND BUILDING COMMUNITY RESILIENCE IN THE SOUTH PUGET SOUND*

WHEREAS, the NOAA Climate Resilience Regional Challenge is a federal grant program administered by the National Oceanic and Atmospheric Administration (NOAA) Office of Coastal Management, with a focus on collaborative projects that increase the resilience of coastal communities to extreme weather and other impacts of climate change, including sea level rise. Funded projects will address risk reduction and regional collaboration and equity, as well as build enduring capacity for adaptation; and

WHEREAS, in August 2023, the City of Olympia, together with the Squaxin Island Tribe, State of Washington Department of Enterprise Services, the Port of Olympia, and LOTT Clean Water Alliance submitted a letter of intent to apply for funding, outlining a project proposal entitled “*Restoring the Deschutes Estuary and Building Community Resilience in the South Puget Sound;*” and

WHEREAS, the proposed initiative aligns two multi-jurisdictional and collaborative efforts (Olympia Sea Level Rise Response Plan and Deschutes Estuary Restoration) to enhance and coordinate major coastal resilience activities in the City of Olympia and Puget Sound. These two efforts are dependent upon each other – progress on one is necessary to fully implement the other. The City’s letter of intent proposed a project that would receive the maximum possible funding - \$75 million; and

WHEREAS, through a rigorous review process, NOAA selected 120 applicants to submit full proposals, for a total requested funding amount of approximately \$3 billion. In October 2023, the City and its partners were invited by NOAA to submit a full application; and

WHEREAS, there is no required match funding for the grant, and approximately half of the funding would go towards Deschutes Estuary Restoration efforts led by the State and Squaxin Island Tribe, while the other half would go towards sea level rise adaptation by the City and Port; and

WHEREAS, the proposal also includes additional staff and intern capacity with the City, State and Tribe to manage successful implementation of the project; and

WHEREAS, this project includes close partnership and collaboration with the Squaxin Island Tribe, consistent with the Accord between the City and Tribe that expresses a strong, mutual goal of restoring the Deschutes Estuary;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the National Oceanic And Atmospheric Administration (NOAA) Of Coast Management for the *Restoring The Deschutes Estuary And Building Community Resilience In The South Puget Sound* Project, and the terms and conditions contained therein.

2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for a grant, and any other documents necessary to obligate funds for the *Restoring The Deschutes Estuary And Building Community Resilience In The South Puget Sound* Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Application, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

COVER PAGE

To:	NOAA Office for Coastal Management
Purpose:	NOAA Climate Resilience Regional Challenge (2023)
Project Title:	Restoring Deschutes Estuary and Building Community Resilience in the South Puget Sound
Funding Track:	Track Two
Lead Applicant:	Pamela Braff, PhD Director of Climate Programs, City of Olympia 360-753-8249 PO Box 1967, Olympia, WA 98507-1967 pbraff@ci.olympia.wa.us
Project Director:	Pamela Braff, PhD Director of Climate Programs, City of Olympia 360-753-8249 PO Box 1967, Olympia, WA 98507-1967 pbraff@ci.olympia.wa.us
Federal Funding Request:	\$74,764,392
Geographic Description:	The City of Olympia, WA is located on Budd Inlet at the southern terminus of Puget Sound, approximately 60 miles south of Seattle. The Deschutes River feeds Budd Inlet on the southwest side of the downtown peninsula and was dammed in 1951 to create Capitol Lake. The proposed resilience activities will take place along the shoreline of Budd Inlet and the Deschutes Estuary/Capitol Lake in Olympia, WA.
Participating Jurisdictions:	City of Olympia, LOTT Clean Water Alliance, Port of Olympia, Squaxin Island Tribe, Washington State Department of Enterprise Services
Collaborators:	City of Olympia, LOTT Clean Water Alliance, Port of Olympia, Squaxin Island Tribe, Washington State Department of Enterprise Services
Period of Performance:	October 1, 2024 – September 30, 2029

Resilience Vision

In the coming decades, sea level rise and increased precipitation intensity is expected to cause significant flooding in downtown Olympia, impacting businesses and critical public infrastructure and services.

Olympia's vulnerability is also increased by a dam at the mouth of the Deschutes River, which the State constructed in 1951 to create an architectural feature for the Washington State Capitol Campus. This dam changed the landscape of Budd Inlet, an area of cultural and spiritual significance for the Squaxin Island Tribe and important Tribal fisheries for Chinook and Coho salmon. Today, the dam increases flooding across downtown Olympia. Seasonal flooding, combined with subsidence of the City from its location atop fill, make Olympia particularly susceptible to the impacts of sea level rise.

This initiative will align two multi-jurisdictional and collaborative efforts (Olympia Sea Level Rise Response Plan and Deschutes Estuary Restoration) to enhance and coordinate major coastal resilience activities in the City of Olympia and Puget Sound. These two efforts are dependent upon each other – progress on one is necessary to fully implement the other. Key collaborators include the City of Olympia (City), LOTT Clean Water Alliance (LOTT), Port of Olympia (Port), Squaxin Island Tribe (Squaxin or the Tribe), and Washington State Department of Enterprise Services (DES). Through this initiative, the Collaborators will work together to adapt to sea level rise and restore coastal habitats, and enhance long-term working relationships to create a climate resilient future for Olympia and the Puget Sound.

Regional Context

The City of Olympia is the capitol of Washington State. It is located at the base of the Puget Sound - one of the largest estuaries in the nation and a waterbody of national significance. Historically, freshwater from the Deschutes River would mix with the saltwater of Puget Sound along the shorelines of Olympia. The Steh-Chass Band of Indigenous people of the Squaxin Island Tribe have stewarded this land since time immemorial and the area is of continued cultural and spiritual significance. This area constitutes a portion of the Usual and Accustomed (U&A) fishing area of the Squaxin Island Tribe. U&A is a term from the Treaty of Medicine Creek that refers to the reserved rights the Tribes maintained in the treaties.

Downtown Olympia is the social, cultural, historic, and economic core of the City and wider region. The downtown area contains vital infrastructure that serves the entire region including Budd Inlet Wastewater Treatment Plant, the Port of Olympia, and emergency vehicle corridors between west and east Olympia. The Olympia Farmers Market, Heritage Park, and Percival Landing are also located downtown. These are important cultural and recreational spaces for the entire region, drawing people downtown and supporting economic activity, including many small businesses in Olympia.

Olympia Sea Level Rise Response Collaborative

Recognizing the growing risk of sea level rise and flooding in downtown Olympia, the City, Port, and LOTT initiated a significant joint planning effort in 2018 to develop the Olympia Sea Level Rise Response Plan. The Plan provides comprehensive strategies to minimize flooding, protect critical infrastructure and valued community assets, including coastal ecosystems, and proactively adapt to sea level rise in the near- and long-term.

In 2021, the partners formed the Olympia Sea Level Rise (SLR) Response Collaborative (Collaborative) to coordinate sea level rise adaptation as strategized in the Plan. The Tribe, DES, and Thurston County have also joined the Collaborative as non-voting, ex-officio members. The Collaborative is working together to jointly plan, fund, and implement physical adaptation projects; coordinate operational flood response strategies; and develop long-term governance and funding strategies to benefit the entire region.

Deschutes Estuary Restoration

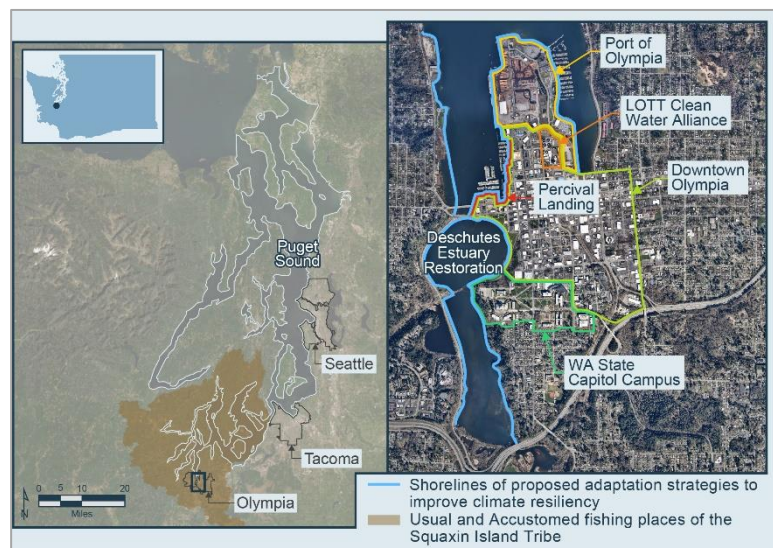
In October 2022, DES issued an Environmental Impact Statement (EIS), recommending restoration of the Deschutes Estuary. To do this, the state would remove the dam at the mouth of the Deschutes River and restore 260-acres of the historic estuary, improving water quality, increasing flood storage volume, and softening the shoreline. Restoration would also benefit Chinook and Coho salmon, which are important Tribal fisheries and critical prey for the Endangered Species Act-listed Southern Resident Killer Whale.

Numerical modeling of hydrodynamics and sediment transport shows that estuary restoration would reduce maximum water levels in the project area by up to 12-inches compared to future conditions with the dam in place. This would meaningfully reduce the extent of flooding across downtown Olympia.

Almost 2.5 million cubic yards of sediment have accumulated behind the dam, resulting in increasingly shallow conditions throughout Capitol Lake. Before dam removal, much of this sediment would be dredged to minimize deposition along Olympia's shoreline. The project proposes beneficial reuse of the sediment within the restored estuary to create up to 85 acres of marsh habitat. This natural infrastructure would further increase climate resiliency and ecological diversity within the project area.

Regional Coordination and Collaboration

The Collaborators have been working together for more than a decade to develop a shared vision for coastal resilience through the Sea Level Rise Response Collaborative and Deschutes Estuary Restoration (see Resilience Vision and Regional Context). Each Collaborator represents a unique perspective and responsibility to ensure coastal resilience for Olympia and the wider region.



City of Olympia has served as the project manager to develop and implement the Olympia Sea Level Rise Response Plan since 2018. Olympia owns portions of the shoreline and is responsible for protecting critical public infrastructure and essential public health and safety services.

LOTT Clean Water Alliance owns and operates the regional wastewater treatment system that serves approximately 120,000 people across the urban areas of Lacey, Olympia, and Tumwater. LOTT's main facility (the Budd Inlet Treatment Plant) is in downtown Olympia. The facility represents the single largest joint community investment and provides essential public health and environmental services.

Port of Olympia owns considerable shoreline property and maintains important commerce-related infrastructure funded by County-wide property tax levies. In operation since 1922, the Port serves the community in a variety of ways and supports many of the area's economic development efforts.

Squaxin Island Tribe is a federally recognized Indian tribe located in Southern Puget Sound with treaty rights to harvest fish and shellfish, "at their usual and accustomed fishing places in the shallow bays, estuaries, inlets and open Sound of Southern Puget Sound and in the freshwater streams and creeks

draining into those inlets.”¹ The Tribe’s cultural and economic well-being depend upon sufficient habitat to support abundant and sustainable fisheries. The Tribe has vital interests in ensuring that aquatic habitats are protected and restored so that it can continue to exercise its federal treaty rights.

Washington State Department of Enterprise Services has served in the lead role for evaluating the Deschutes Estuary Restoration. DES is responsible for stewardship, preservation, operation, and maintenance of the public and historic facilities of the Washington State Capitol Campus, which includes the current Capitol Lake and the area of the future estuary restoration.

Proposed Activities and Outcomes

Strategy 1: Support essential steps towards restoring Deschutes Estuary.

Vision: Restoring the natural function and marsh habitat of the Deschutes Estuary will help protect downtown Olympia from increased flooding and erosion due to sea level rise and coastal storms. Restoration will also restore critical salmon runs, improve water quality, establish beneficial habitats for Tribal fisheries, and create significant capacity for long-term carbon sequestration.

1.1 Complete Final Estuary Restoration Design and Permitting on Schedule. In 2023, the Washington State Legislature allocated \$7 Million for design and permitting of the Deschutes Estuary Restoration Project. An additional \$7M is needed to complete design and permitting on schedule by 2027.

1.2 Construct Habitat Containment Cells to Facilitate Shoreline Restoration. Construction is forecasted to begin in 2027 after all permits are obtained and funding is secured. The first construction activity is to dredge accumulated sediment and create new marsh habitat with the dredged sediment. Before dredging begins, marsh habitat containment cells would be installed along the shoreline for placement of dredged material. After dewatering and grading of the sediment, these areas would be planted. Then, the sheet pile cells would be cut to mudline or removed to expose the new shoreline marsh habitat. The habitat containment cell construction cost is expected to be complete in 2029.

Strategy 2: Implement mid-term adaptation strategies from the Olympia Sea Level Rise Response Plan to reduce flood risk and improve waterfront access in downtown Olympia.

Vision: Mid-term sea level rise protection (up to 24 inches) will be provided by a system of green infrastructure, flood gates, flood walls, and berms. The linked system will create a temporary shoreline during large coastal storm events to prevent flooding of inland areas, protect critical infrastructure and emergency vehicle corridors, and help prevent the introduction of upland pollutants to marine waters. Raised paths and landscaping will enhance public access to the shoreline during non-storm conditions.

2.1 Raise landscaping within Percival Landing Park and elevate existing paths to provide access to the shoreline. Complete design, permitting, and construction to build an elevated berm and raise landscaping by up to two feet at Percival Landing Park.

2.2 Install raised landscaping and planters along downtown streets that parallel the shoreline and install flood gates across key access points. Complete design, permitting, and construction to raise landscaping and install raised planter boxes with flood tolerant species. Install pop-up flood gates across waterfront access points to reduce downtown flooding during storm events but ensure continued access to the shoreline during non-storm conditions.

2.3 Elevate low-lying shoreline segments and critical facilities along East Bay and the Port Peninsula. Design and construct natural barriers and green infrastructure to elevate the shoreline.

¹ See generally *United States v. Washington*, 384 F.Supp. 312, 378 (W.D. Wash. 1974); *United States v. Washington*, 459 F.Supp. 1020 (W.D. Wash. 1978).

2.4 Implement strategic acquisition of vulnerable waterfront properties. In 2023, the City launched a public process to redesign Percival Landing to adapt to sea level rise. This effort includes working with property owners to acquire and support relocation for several priority properties. Property acquisition would reduce flood risk and enable additional habitat restoration and public access projects. Property owner outreach is already underway; the proposed activity includes continued stakeholder outreach and the acquisition of up to three properties by 2029.

Strategy 3: Investigate feasibility of constructing stormwater peak flow management measures.

Vision: Approximately 330 acres of the City, mostly downtown and near the State Capitol, are served by combined sewer and stormwater conveyance pipes. Removing stormwater flow from the combined system would alleviate the risk of peak storm flows overwhelming the capacity of collection system pipes and the Budd Inlet Wastewater Treatment facility.

3.1 Analyze the costs, benefits, and approaches to separating portions of the combined sewer and stormwater systems. Identify opportunities to separate portions of the combined system and conduct preliminary engineering design work for future capital projects to reduce peak flow, including green infrastructure to manage and treat rerouted peak storm flows and enhance habitat.

Enduring Capacity

Strategy 4: Sustain and build enduring capacity for long-term coordination and ongoing adaptation.

Vision: Enhance long-term coordination and implementation of critical adaptation and habitat restoration strategies identified in the SLR Response Plan and Deschutes Estuary Restoration through dedicated staffing, workforce development, and implementation of governance and outreach strategies.

4.1 Establish a full-time (5 year) position with the City of Olympia serve as Olympia’s Sea Level Rise Response Coordinator. This position would support coordination of the Deschutes Estuary restoration and sea level rise response strategies and build capacity for ongoing implementation of adaptation strategies. The Coordinator would also review and update Olympia’s Sea Level Rise Flood Damage Reduction Ordinance and develop a community engagement strategy to engage underserved and frontline community members in future adaptation planning and projects.

4.2 Establish a full-time (5 year) position with the Squaxin Island Tribe to lead the Tribe’s continued engagement in these projects. Members of the SLR Collaborative, along with the Tribe, DES and other regional entities executed a Memorandum of Understanding in 2022 to outline responsibilities for long-term management of the Deschutes Estuary. In this process, the Tribe expressed interest in overseeing adaptive management of the shoreline habitat after construction. This position would ensure continued collaboration of the Tribe in the estuary restoration and SLR Collaborative.

4.3 Establish a full-time (5 year) position with DES to serve as Project Manager for the Deschutes Estuary Restoration Project. The Project Manager would serve as the as the Liaison for the Estuary Restoration Project to lead the State’s engagement, ensure project coordination for the long-term management of the estuary, and support community engagement. The Project Manager would also oversee the construction of the habitat containment cells to facilitate shoreline marsh restoration.

4.3 Establish annual internships to develop future workforce capacity for coastal resilience and estuary restoration. Interns and fellows will be hosted by project Collaborators.

Equity and Inclusion

The Squaxin Island Tribe has been engaged in early feasibility planning, the EIS and other efforts related to Deschutes Estuary restoration since the late 1990s. During the EIS, DES engaged the Tribe, as well as the SLR Collaborative and adjacent jurisdictions, as part of several key Work Groups. This engagement

ensured that the estuary restoration concept plan was consistent with other interagency efforts, that numerical modeling was consistent with the methodology of the SLR Plan, and that there was broad stakeholder support for a sweeping restoration project in the heart of downtown Olympia.

Meaningful engagement of these stakeholders and the community will continue through design and permitting in a similar format. For example, the salt marsh habitat will be co-designed with the Squaxin Island Tribe. The Tribe recognizes the importance of protecting the built environment and continues to guide sea level rise response efforts so that they also protect and restore the natural environment upon which the Tribe depends to support its culture and lifeways.

Outreach and Engagement

The Collaborators are committed to lifting up all voices, engaging with a wide range of agencies, and connecting with marginalized communities that have historically been under-represented. This commitment is evidenced by the multiple collaborators involved in this proposal, long-term working relationships with the Squaxin Island Tribe, and the collaborative nature of the proposed activities.

Recognizing that we must also develop new relationships and rebuild trust, the City is launching a “Fostering Connection and Belonging” process, to foster stronger, more trusting relationships with marginalized community members. The work to redesign Percival Landing (Strategy 2) exemplifies how Olympia’s outreach is evolving. Historically, these processes have been dominated by public feedback from adjacent property owners and local marinas. While those voices should be considered as part of the process, the City is designing targeted outreach to also engage the broader community, especially the many low-income and renter households who live near and around downtown Olympia.

The Collaborators intend to connect with NOAA partners at Washington SeaGrant and the Northwest Climate Resilience Collaborative to guide further development and implementation of the proposed activities. The process, outcomes, and lessons learned from this work will be documented and shared with other communities, and presented at the National Adaptation Forum, the Northwest Climate Conference, and other regional and community events and webinars.

Budget Summary – Estimated Personnel and Activity Costs

Personnel		
4.1	City of Olympia Staff Position	\$815,010
4.2	Squaxin Island Tribe Staff Position (Subaward to Squaxin Island Tribe)	\$815,010
4.3	DES Staff Position (Subaward to DES)	\$815,010
4.4	Interns and Fellowships	\$271,670
Activities		
1.1	Complete final estuary restoration design and permitting. (Subaward to DES)	\$7,949,065
1.2	Construct habitat containment cells. (Subaward to DES)	\$27,253,937
2.1	Raise landscaping within Percival Landing Park and elevate existing paths.	\$1,324,176
2.2	Install raised planters and pop-up flood gates.	\$13,241,759
2.3	Elevate low-lying segments along the Port Peninsula. (Subaward to Port)	\$1,324,176
2.4	Strategic acquisition of vulnerable waterfront properties.	\$19,862,638
3.1	Evaluate feasibility of additional stormwater management measures.	\$1,059,341
Travel	Travel to NOAA meetings and other conferences.	\$32,600
TOTAL	<i>Project costs have been escalated based on actual and projected inflation.</i>	\$74,764,392



City Council

Approval of a Resolution Authorizing Roof Repairs at the City's Maintenance Center

Agenda Date: 2/6/2024
Agenda Item Number: 4.C
File Number:24-0110

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

Title

Approval of a Resolution Authorizing Roof Repairs at the City's Maintenance Center

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the Supplemental Terms and Conditions with James King Roofing, LLC for roof repairs at the City's Maintenance Center in the amount of \$466,544.32.

Report

Issue:

Whether to authorize the Supplemental Terms and Conditions for roof repairs with James King Roofing, LLC.

Staff Contact:

Eli Cole, Facilities Manager, Public Works Engineering, 360.753.8154

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The roof needs to be repaired at the City's Maintenance Center located at 1401 Eastside Street SE. There are significant water leaks throughout the facility which will potentially damage the structure and create health and safety issues if they are not addressed.

The Maintenance Center facility was originally constructed in 1976. This 48-year-old, two-story building houses most of the Public Works employees and includes field operations shop spaces, the City's vehicle repair shop, offices, meeting rooms, tool and parts rooms, and various other spaces. In 1998, the original roof system was replaced. A surface coating was then placed in 2016 to extend the life of the roof for several more years. However, this coating has now reached the end of its useful life.

Additionally, a Maintenance Center feasibility study was conducted in 2016 to identify future space needs and site requirements for new operations and maintenance facilities. Staff continues to make progress toward realizing these future new facilities; however, they are still many years away from being constructed. The existing Maintenance Center is a critical Public Works facility that needs to be functional and safe for staff until new and/or renovated maintenance facilities are built. A new roof coating and repair is necessary to keep the Maintenance Center functioning for several more years.

Staff proposes to use a cooperative purchasing contract through OMNIA Partners/National Roofing Partners, as we have done for other roofing and facilities projects in the past. Through this cooperative purchasing contract, James King Roofing, LLC will perform the work. This company can make the necessary roofing repairs at the best value to the City.

Climate Analysis:

The roof repair will extend its useful life and protect the structural integrity of the building. The existing roof material can be left in place with the application of the coating. This is better for the environment than replacing the roof as it will reduce demolition waste, helping to lower carbon emissions and other pollutants.

Equity Analysis:

An organization’s success depends upon providing and maintaining an inclusive and equitable workplace to its staff. This includes a functional facility that promotes health and safety. The project allows the City to continue to provide a safe and healthy work environment to staff assigned to this facility. The repair method can be completed in a way that minimizes disruption to the daily work activities of staff.

Neighborhood/Community Interests (if known):

None known at this time.

Options:

1. Approve a Resolution authorizing the Supplemental Terms and Conditions with James King Roofing, LLC for roof repairs at the City’s Maintenance Center in the amount of \$466,544.32. The project will proceed as planned.
2. Do not approve the Resolution authorizing the Supplemental Terms and Conditions with James King Roofing, LLC, and direct staff to complete the roof repairs in a different manner. Awarding the work outside this cooperative would be more expensive to the City and delay much needed roof repairs.

Financial Impact:

The contract with James King Roofing, LLC totals \$466,544.32, which includes sales tax and all associated fees.

Overall project costs:

Total Contract:	\$466,544
Contingency to Award (10%):	\$ 46,654
Engineering: Design, Inspection, Consultants	<u>\$ 41,665</u>
Total Estimated Cost:	\$554,863

There are adequate funds in the Building Repair and Replacement Fund to cover costs associated with this project.

Attachments:

Resolution

Supplemental Terms and Conditions Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND JAMES KING
ROOFING, LLC FOR ROOFING REPAIRS TO THE MAINTENANCE CENTER FACILITY ROOF**

WHEREAS, the City of Olympia has determined that it has the need for roofing repairs to the Maintenance Center facility; and

WHEREAS, the City, through the OMNIA PARTNERS/NATIONAL ROOFING PARTNERS Cooperative Purchasing program, can procure roofing repair services through James King Roofing, LLC, for the price of \$466,554.32; and

WHEREAS, the City and James King Roofing, LLC, have reached an agreement for the repairs to the facility;

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

1. The Olympia City Council hereby authorizes the City Manager to approve the procurement of services for roofing repair services for the roof at the City's Maintenance Center from James King Roofing, LLC, of Fife, Washington from an amount not to exceed Four Hundred Sixty-Six Thousand, Five Hundred Fifty-Four and 32/100 Dollars (\$466,554.32).
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Agreement, and any other documents necessary to procure services for roofing repairs to the Maintenance Center facility roof 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 _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

SUPPLEMENTAL TERMS & CONDITIONS

James King Roofing, LLC

OMNIA PARTNERS / National Roofing Partners
Master Contract No. R180901

This Supplemental Terms & Conditions Agreement ("Agreement") is effective as of the date of the last authorizing signature ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City") and James King Roofing, LLC, a Washington limited liability company ("Contractor") utilizing a cooperative purchase contract through OMNIA PARTNERS/National Roofing Partners, LLC.

The City seeks services from James King Roofing to provide building envelope waterproofing repairs with a torch down roof overlay for the roof at the City’s Maintenance Center facility located at 1401 Eastside Street, SE for the not-to-exceed contract amount of Four Hundred Sixty Six Thousand Five Hundred Fifty Four and 32/100 Dollars (\$466,554.32), and the City desires to engage the Contractor to provide these goods and services to the City.

Now, therefore, the Parties agree as follows:

I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this Agreement:

- OMNIA PARTNERS Master Contract No. R180901..... Exhibit A
- City of Olympia Scope of Work..... Exhibit B
- James King Roofing Product Proposal..... Exhibit C
- James King Specifications Exhibit D
- Statement of Compliance with Nondiscrimination Requirement..... Exhibit E
- Equal Benefits Compliance Declaration Exhibit F

II. These terms and conditions amend and supplement the OMNIA Partners, National Roofing Partners Master Contract No. R180901 (Exhibit A) and take precedence over any conflicting provisions of those documents. Any and all references to the OMNIA PARTNERS in the National Roofing Partners Contract (Exhibit A) shall be supplanted with “City of Olympia.”

1. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

2. AUDIT EXCEPTION

The Contractor is financially responsible for and shall repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, or failure for any reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, or representatives. This duty to repay survives the expiration or termination of this Agreement.

3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of a record so identified, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the record deemed by the City to be subject to disclosure. The City is not liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

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

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

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

5. INDEMNIFICATION/INSURANCE REQUIREMENTS

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

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

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

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

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

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. All certificates of Insurance and any related insurance documents shall be delivered to the City of Olympia by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as the City may specify in writing:

US Mail: City of Olympia

Attn: Heather Reed, Procurement & Contract Manager

PO Box 1967

Olympia, WA 98507-1967

hreed@ci.olympia.wa.us

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

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

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

6. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, or upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

7. TERMINATION FOR NON-APPROPRIATION

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

8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts collectively constitute the entire Agreement.

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

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

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

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

CITY OF OLYMPIA

By: _____

Steven J. Burney

City Manager

City of Olympia

PO Box 1967

Olympia, WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:



Deputy City Attorney

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

NATIONAL ROOFING PARTNERS

By: Charles Avery _____

Charles Avery, Estimator

James King Roofing, LLC

7338 26th St E, Bldg F

Fife, WA 98424

253.278.9433

charlesa@jameskingroofing.com

Date of Signature: 01/08/2024

Exhibit A

Region 4 Education Service Center (ESC)

Contract # R180901

for

**Roofing Products, Services, and Job-Order-Contracting
Services**

with

**RL National Roofing Partners, LLC
dba National Roofing Partners 'NRP'**

Effective: March 1, 2019

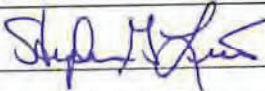
The following documents comprise the executed contract between the Region 4 Education Service Center and RL National Roofing Partners, LLC dba National Roofing Partners 'NRP', effective March 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'
Address 621 E. State Highway 121 #400
City/State/Zip Coppell, Texas 75019
Telephone No. (866) 537-6034
Fax No. (214) 580-5575
Email address steve.little@kpostcompany.com
Printed name Steve Little
Position with company CEO
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1
Term of contract 3/1/2019 to 2/28/2021

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

8-28-18
Date


Margaret S. Beiss
Print Name


Region 4 ESC Authorized Board Member

8-28-18
Date

CARMEN T. MORENO
Print Name

TCPN Contract Number R180901



Roofing Products, Services, and Job-Order-Contracting Services Solicitation No. 18-09

Submitted by:



National Roofing Partners
"Superior Service, National Coverage, Single Source"

National Roofing Partners
621 E. ST HWY 121
Suite 400
Coppell, TX 75019
Ph: 866.537.6034
Fx: 214.580.5575
www.natoinalroofingpartners.com

Submitted by:



The Cooperative Purchasing Network



Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092
(713) 462-7708
www.esc4.net



National Roofing Partners

"Superior Service, National Coverage, Single Source"

July 25, 2018

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Re: Solicitation Number 18-09
Submittal for Roofing Products, Services, and Job Order Contracting Services

To Whom it May Concern,

We would like to thank you for allowing National Roofing Partners (NRP) the opportunity to submit our proposal for Solicitation Number 18-09, Roofing Products, Services, and Job-Order Contracting Services.

We are proud of the fact of having the largest footprint in the United States with our brick and mortar, "best in class" Partners across the United States serving their local communities and surrounding communities with the finest roofing services available. Our Partners are taxpayers in the communities that they serve and are already taking care of local schools, municipalities and higher education facilities through traditional bid processes.

With award of this Region 4 Education Service Center Contract, we feel that we will have great strength in local markets across the country. We have an ambitious Team assembled to start working this effort with years of Cooperative, Roofing and Job Order Contracting Experience. We feel confident that if successful in an award, this will be the only cooperative contract that we would need to have success nationwide.

It is an exciting time at NRP! We have just been awarded a service contract in our Telecom Division that will place us on top of over 50,000 buildings across the United States, many of which are schools, cities and higher education. This will prove to be a great opportunity to have a contract to meet with those facilities managers and share with them the benefits of using the Region 4 ESC Contract.

If you have any questions, please do not hesitate to give me a call. We look forward to being successful in our response and developing long term partnerships with TCPN Members across the country, helping them achieve longer lasting roofs and lower total cost of ownership.

Thank you,

David Adams
Vice-President, Revenue
National Roofing Partners
832.963.5220
david.adams@nationalroofingpartners.com



City Council

Approval of a Resolution Approving an Amendment to the City Manager's Employment Agreement and Authorizing the Mayor to Sign the Amendment on behalf of the Olympia City Council

Agenda Date: 2/6/2024
Agenda Item Number: 4.D
File Number:24-0112

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

Title

Approval of a Resolution Approving an Amendment to the City Manager's Employment Agreement and Authorizing the Mayor to Sign the Amendment 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. 3 to the City Manager Employment Agreement with Steven J. Burney.

Staff Contact:

Mark Barber, City Attorney, Legal Department, 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. 3 to the City Manager Employment Agreement.

Neighborhood/Community Interests (if known):

Unknown.

Options:

1. Adopt a Resolution Approving Amendment No. 3 to the City Manager Employment Agreement with Steven J. (“Jay”) Burney and Authorizing Mayor Dontae Payne to Sign Amendment No. 3 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:

Base salary will be \$234,225.00 annually and longevity pay will be \$1,500.00 annually, effective January 1, 2024. The City Manager will receive twelve (12) paid holidays annually, consistent with City Policy.

Climate Analysis:

While the proposed action does not directly impact greenhouse gas emissions, 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 and commitment to foster belonging for all by designating and recognizing an administrator whose leadership models and implements diversity, equity, and inclusion. The base salary adjustment for Olympia’s City Manager maintains equitable pay with that received by other city managers.

Attachments:

Resolution
Amendment No. 3 to City Manager Employment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 3 TO THE EMPLOYMENT AGREEMENT WITH STEVEN J. ("JAY") BURNEY AS CITY MANAGER FOR THE CITY OF OLYMPIA AND AUTHORIZING MAYOR DONTAE PAYNE TO SIGN AMENDMENT NO. 3 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, climate mitigation, and 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 former Mayor Cheryl Selby, 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. 3 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. 3, with all other terms, promises, covenants, and conditions to the Employment Agreement remaining unaltered.

2. Mayor Dontae Payne is directed and authorized to execute on behalf of the Olympia City Council and the City of Olympia, Amendment No. 3 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. 3 to the City Manager Employment Agreement, or to correct any clerical or scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

AMENDMENT NO. 3
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 city 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, climate mitigation, and 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 former Mayor Cheryl Selby, 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, to wit:

1. Paragraph 4 "Compensation" of the Agreement is hereby amended to read as follows:
 - A. Base Salary: Shall be \$234,225.00 annually, effective January 1, 2024.
 - B. Longevity Pay: Shall be \$1,500.00 annually, consistent with City Policy, effective January 1, 2024.
 - C. Holidays: The City Manager Employment Agreement is hereby amended to reflect that the City of Olympia has twelve (12) paid holidays, consistent with City Policy.

The Recitals set forth above in Amendment No. 3 are incorporated by this reference into this Amendment No. 3 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, remain 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. 3 to the Agreement to be signed and executed on its behalf by its Mayor, Dontae Payne, duly approved by its City Attorney, and attested to by the City Clerk.

CITY OF OLYMPIA,
a Washington municipal corporation

Dontae Payne, 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 he has the right to consult with independent legal counsel of his choice and has elected to waive such right and acknowledges that in signing this Amendment No. 3 to the City Manager Employment Agreement and that he is 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. 3 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 a Purchase and Sale Agreement for the Sale of Certain Excess City-Owned Real Property to Goldwin and Eugina Dempsey

Agenda Date: 2/6/2024
Agenda Item Number: 4.E
File Number:24-0122

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

Title

Approval of a Resolution Authorizing a Purchase and Sale Agreement for the Sale of Certain Excess City-Owned Real Property to Goldwin and Eugina Dempsey

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution authorizing the sale of certain excess City-owned real property to Goldwin and Eugina Dempsey.

Report

Issue:

Whether to approve the sale of certain excess City-owned real estate to Goldwin and Eugina Dempsey.

Staff Contacts:

Steve Sperr, Assistant City Engineer, Public Works Department, 360.753.8739

Michael Young, Deputy City Attorney, Legal Department, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia is the owner of certain real property located in Thurston County, Washington, consisting of an approximately 250 square foot rectangle ("the Rectangular Property") as shown on the Property Location Map.

Goldwin and Eugina Dempsey own certain real property located at 1330 7th Ave SE in Olympia (the "Dempsey Property"). The Rectangular Property is located at the northeast corner of the Dempsey

Property and is embedded in their lot; i.e., the Rectangular Property is bordered by the Dempsey Property on the west and south and bordered on the north by a 20-foot wide unopened and unused City of Olympia alley, running east-west at this location.

In September 2022, the Dempseys commissioned a survey of their property, which revealed that the Rectangular Property was not a part of the Dempsey Property as they and their predecessors had long believed but was owned by the City. Prior to this revelation, the Dempseys, and their predecessors, had assumed that the Rectangular Property was part of the Dempsey Property and had treated it as such, including constructing and maintaining a garage on part of the Rectangular Property, which had stood for decades, before it was recently torn down due to its dilapidated condition. The City and Thurston County, also, did not realize that the Rectangular Property was owned by the City. The Rectangular Property was not identified as being owned by the City in the Thurston County Assessor's parcel information, and the City's own inventory of properties under its ownership did not show the Rectangular Property as being City-owned.

The Rectangular Property is not, and has not been, used by the City for any municipal purpose; in particular, the Rectangular Property is not used by the City for municipal utility purposes or for transportation services.

Pursuant to the City's Procedures for the Evaluation of City Real Property for Reuse and Disposal, City staff have determined that the Rectangular Property is "Excess Property" not needed for any current or future City use. Further, given the unique size and shape of the Rectangular Property, and its adjacency to the Dempsey Property, it is clear that it will have basically no value to any City Department, any other government agency, or any private party, other than the Dempseys. City staff therefore determined that the provision of notice of potential disposition of the Rectangular Property should be dispensed with.

The Dempseys wish to purchase the Rectangular Property from the City so they can incorporate it into their lot and proceed with re-constructing their garage. The Dempseys have indicated they are willing to pay the fair market value for the Rectangular Property, as determined by the City, and are willing to pay all closing and other costs associated with the purchase of the Rectangular Property.

Staff has concluded negotiations with the Dempseys and has prepared the Real Estate Purchase and Sale Agreement attached to this staff report.

Climate Analysis:

The sale of this property is not anticipated to impact (neither increase nor reduce) carbon emissions.

Equity Analysis:

The sale of this property is not expected to further impact known disparities in our community.

Neighborhood/Community Interests (if known):

This action will relieve the City of Olympia, and therefore its taxpayers, of any obligations to maintain the property and of any potential liabilities associated with owning it.

Financial Impact:

Using the average value of the land per the Thurston County Assessor for the years 2021, 2022, and 2023 and dividing that by the assessed square footage of the parcel, the City's former City Surveyor

determined the fair market value of the Rectangular Property is \$2,765.00. The City will receive this amount as part of the sale of the Rectangular Property.

Options:

1. Approve the Resolution authorizing the sale of certain excess City-owned real property to Goldwin and Eugina Dempsey and authorize the City Manager to execute all documents necessary to sell said property consisting of approximately 250 square feet of real estate.
2. Do not approve the Resolution authorizing the sale of certain excess City-owned real property to Goldwin and Eugina Dempsey. This will preclude the Dempseys from re-constructing their garage and will leave maintenance of the property and potential liabilities associated with owning it to the City.
3. Direct staff to seek other options.

Attachments:

Resolution
Agreement
Property Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A PURCHASE AND SALE AGREEMENT FOR CERTAIN EXCESS CITY-OWNED
REAL PROPERTY TO GOLDWIN AND EUGINA DEMPSEY**

WHEREAS, the City of Olympia is the owner of certain real property located in Thurston County, Washington, consisting of an approximately 250 square foot rectangle, which is more particularly described on Exhibit “A” (legal description) and Exhibit “B” (sketch) attached to the Real Estate Purchase and Sale Agreement (“the Rectangular Property”); and

WHEREAS, Goldwin and Eugina Dempsey own certain real property located at 1330 7th Ave SE in Olympia, Thurston County Parcel No. 32700300011, and legally described as follows: AYERS L 4 B 3 S ½ & L 4 S 5F OF N 135F OF W 1/2 LESS S 30F ST; and

WHEREAS, the Rectangular Property is located at the northeast corner of the Dempsey’s adjacent property described above and it is embedded in their lot; the Rectangular Property is bordered by the Dempsey’s property on the west and south and is bordered on the north by a 20-foot wide unopened and unused City of Olympia alley, running east-west at this location; and

WHEREAS, in September 2022, a survey of the Dempseys’ property, commissioned by the Dempseys, revealed that the Rectangular Property was not a part of the Dempsey’s adjacent property as they and their predecessors had long believed, but was owned by the City. Prior to this revelation, the Dempseys, and their predecessors, had assumed that the Rectangular Property was part of the Dempsey’s adjacent property and had treated it as such, including constructing and maintaining a garage on part of the Rectangular Property, which had stood for decades, before it was recently torn down due to its dilapidated condition. The City and Thurston County, also, did not realize that the Rectangular Property was owned by the City. The Rectangular Property was not identified as being owned by the City in the Thurston County Assessor’s parcel information and the City’s own inventory of properties under its ownership did not show the Rectangular Property as being City-owned; and

WHEREAS, the Rectangular Property is not, and has not been, used by the City for any municipal purpose; in particular, the Rectangular Property is not used by the City for municipal utility purposes or for transportation services; and

WHEREAS, pursuant to the City’s Procedures for the Evaluation of City Real Property for Reuse and Disposal, City staff have determined that the Rectangular Property is “Excess Property” not needed for any current or future City use (however, given the unique size and shape of the Rectangular Property, and its adjacency to the Dempseys’ property, it is apparent that it will have basically no value to any City Department, any other government agency, or any private party, other than the Dempseys. City staff therefore determined that the provision of notice of potential disposition of the Rectangular Property should be dispensed with; and

WHEREAS, the Dempseys wish to purchase the Rectangular Property from the City so that they can incorporate it into their lot and so they can proceed with re-constructing their garage. The Dempseys have indicated that they are willing to pay the fair market value for the Rectangular Property, as

determined by the City, and are willing to pay all closing and other costs associated with the purchase of the Rectangular Property; and

WHEREAS, using the average value of the land per the Thurston County Assessor for the years 2021, 2022, and 2023 and dividing that by the assessed square footage of the parcel, the City's former City Surveyor determined the fair market value of the Rectangular Property is \$2,765.00; and

WHEREAS, it is in the City's interest to divest itself of the Rectangular Property because doing so will relieve the City of any obligations to maintain the property and of any potential liabilities associated with owning it;

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

1. The Olympia City Council hereby approves the Real Estate Purchase and Sale Agreement between the City of Olympia as Seller and Goldwin and Eugina Dempsey as Buyer of the Rectangular Property legally described in Exhibit A and as shown in Exhibit B.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Real Estate Purchase and Sale Agreement between the City of Olympia and Goldwin and Eugina Dempsey and any other documents necessary to complete the sale of the Rectangular Property to the Dempseys, and to make any minor amendments or modifications as may be required and are consistent with the intent of the Real Estate Purchase and Sale Agreement, or to correct any clerical or scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between Goldwin Dempsey and Eugina Dempsey, a married couple by and through their marital community ("Buyer"), and the City of Olympia, a municipality organized under the laws of the State of Washington ("Seller"), jointly referred to as "the Parties." This Agreement takes effect on the "Effective Date," as defined in Paragraph 14.16 below.

RECITALS

Seller is the owner of certain real property located in **Thurston County, Washington**, consisting of approximately 250 square feet, more or less, and more particularly described on **Exhibit "A"** (legal description) and **Exhibit "B"** (sketch) attached to this Agreement.

Buyer owns certain real property located at 1330 7th Ave SE in Olympia, Washington, Thurston County Parcel No. 32700300011 and legal described as follows: AYERS L 4 B 3 S 1/2&L 4 S 5F OF N 135F OF W 1/2 LESS S 30F ST.

The Property that is the subject of this Agreement consists of a 5-foot by 50-foot rectangle located at the northeast corner of Buyer's property described above; it is located directly adjacent to that property owned by Buyer and is bordered by Buyer's property on the west and south. The Property is bordered on the north by a 20-foot wide City of Olympia alley, running east-west; however, that alley is unopened and unused at this location.

In September 2022, a survey of Buyer's property, commissioned by Buyer, revealed that the 5-foot by 50-foot Property was not a part of Buyer's adjacent property, but was owned by Seller. Prior to this revelation, Buyer, and Buyer's predecessors in interest, had assumed that the Property was part of Buyer's adjacent property and had treated it as such, including constructing and maintaining a garage on part of the Property, which stood for decades before it was recently torn down. Seller, also, did not realize that the Property was owned by Seller; the Property was not identified in Seller's inventory of properties under its ownership.

The Property is not, and has not been, used by Seller for any municipal purpose; in particular, the Property is not used by Seller for municipal utility purposes nor for any transportation purposes. Seller has determined that the Property is excess to its needs and may be sold pursuant to this Agreement.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions, if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer.

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

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 **Land.** The approximately 250 square feet, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 **Appurtenances.** All rights, privileges, and easements appurtenant to the Property owned by Seller, including any and all leases, subleases, easements, rights-of-way, and other appurtenances, including any buildings, structures, or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. Escrow. The Seller will record a quit claim deed with the Thurston County Auditor conveying the Property to Buyer upon receipt from Buyer of the Purchase Price and all necessary and incidental recording or other fees or taxes.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is Two Thousand Seven Hundred Sixty-Five Dollars and 00/100 Cents (\$2,765.00) U.S.

4. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Seller the amount of the Purchase Price and all necessary and incidental recording or other fees or taxes.

5. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement must occur on a date no later than 30 days after the Effective Date of this Agreement (the "Closing Date") unless an earlier time is agreed between the Parties. Closing occurs when the Deed (as defined in this Agreement) to Buyer is executed and recorded, and the Purchase Price and all necessary and incidental recording or other fees or taxes have been delivered to Seller.

6. Conditions and/or Contingencies to Buyer's Obligations.

6.1 **Documents and Reports.** Seller has no obligation to deliver any documents or reports to Buyer regarding the condition of the Property.

6.2 **Inspection of the Property.** Buyer may from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's sole cost and expense, of making all tests and/or studies of the Property that Buyer may

wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies, and review of zoning, fire, safety, and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement are not diminished and may not be deemed to be waived by any inspections, tests, or investigations made by Buyer or its agents.

6.3 Appraisal of the Property. Buyer may, at Buyer's sole cost and expense, obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

6.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property is subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including the physical condition of the Property. Buyer's approval and obligation to purchase the Property under this paragraph must be 10 business days from the last date this Agreement was executed by a Party to sign same.

6.5 Contingency/Feasibility Period. As used herein, the term "Contingency or Feasibility Period" is 10 business days from the last date this Agreement was executed by a Party to sign same.

6.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer may terminate this Agreement by sending written notice to Seller (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement terminates and neither Buyer nor Seller have any further liability to the other under this Agreement.

If the conditions set forth in this Paragraph 6 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller have any further liability to the other under this Agreement.

7. No Seller Representations or Warranties. Seller makes no representations or warranties as to the Property.

8. No Covenants of Seller. Seller makes no covenants as to the Property, except as otherwise expressly provided in this Agreement.

9. Closing.

9.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing must take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

9.2 **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which must be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents as are required by Buyer such as a quit claim deed to the Property.

(ii) **Authority.** Such evidence as Buyer requires as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans, and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement are subject to Seller's approval, which may not be unreasonably withheld, conditioned, or denied.

(v) **Quit Claim Deed.** A quit claim deed ("Deed") conveying to Buyer title to the Property in the form set forth in **Exhibit "D"** attached hereto.

9.3 **Payment of Costs.** At Closing, Buyer shall pay all recording fees, technology fees, and any other fees and costs associated with Closing.

9.4 **Taxes.** Buyer shall pay any and all real estate excise taxes, if any.

9.6 **Possession.** Possession of the Property will be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, must be delivered to Buyer in good order.

9.7 **Proration.** All amounts required to be prorated hereunder as of Closing, must be calculated as if Buyer were in possession of the Property as of the date of Closing.

10. Environmental.

10.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller has no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after

Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

10.2 Definitions. The term “Hazardous Substance” includes (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.

11. Indemnification. Seller assumes no obligation to defend or indemnify Buyer.

12. Casualty. If any fire, windstorm, or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller, has any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement continues in effect. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

13. 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”) must be in writing and must be validly given or made to another party if delivered either personally or by FedEx, 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 must be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it must be deemed given 24 hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such must be deemed given five (5) days after the deposit thereof in the United States mail. Alternatively, notice may be given by email directed to the email address for the Party set forth below. Each such Notice must be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer:	Steven J. Burney, City Manager City of Olympia 601 4 th Ave E PO Box 1967 Olympia, WA 98507-1967 Email: jburney@ci.olympia.wa.us
-----------	--

With a copy to: Michael Young, Deputy City Attorney
City of Olympia
601 4th Ave E
PO Box 1967
Olympia, WA 98507-1967
Email: myoung@ci.olympia.wa.us

To Seller: Goldwin Dempsey and Eugina Dempsey, a marital
community
7631 Rainier Road SE
Olympia, WA 98513
Email: goldwinphoto@hotmail.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.

14. Miscellaneous.

14.1 **Applicable Law.** This Agreement is in all respects, governed by the laws of the State of Washington.

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

14.3 **Modification or Amendment, Waivers.** No amendment, change, or modification of this Agreement is valid, unless in writing and signed by all of the Parties to this Agreement. No waiver of any breach of any covenant or provision in this Agreement may be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.

14.4 **Successors and Assigns.** All of the terms and provisions contained in this Agreement inure to the benefit of and are binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns. Any assignment is subject to Seller's approval, which may not be unreasonably withheld, conditioned, or denied. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee must for all purposes be regarded as Buyer under this Agreement.

14.5 **Entire Agreement and No Third Party Beneficiaries.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any 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 Agreement to any person, firm, or corporation other than the Parties.

14.6 **Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

14.7 **Construction.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action must be taken on the next succeeding business day.

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

14.9 **Survival.** The covenants, agreements, obligations to indemnify, representations, and warranties made in this Agreement survive the Closing unimpaired and do not merge into the Deed and the recordation thereof.

14.10 **Finders' or Brokers' Fees.** Neither party has any obligation to pay any finders' or brokers' fee in connection with this Agreement.

14.11 **Time.** Time is of the essence of every provision of this Agreement.

14.12 **Risk of Loss.** All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, is at Seller's sole risk of loss.

14.13 **Force Majeure.** Performance by Seller or Buyer of their obligations under this Agreement must 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).

14.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

14.15 **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 or digital signature, where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement must be deemed to be originals, but all such counterparts, when taken together, constitute one and the same Agreement. Digital signatures will be deemed to be an original signature where permitted by law.

14.16 **Effective Date.** The term “date of this Agreement” or “date hereof” or “Effective Date,” as used in this Agreement, means the later of the following dates: (1) the date of Buyer’s signature on this Agreement; or (2) the date of Seller’s signature on this Agreement.

[Signatures appear on the following page]

SELLER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Michael M. Young

Michael Young, Deputy City Attorney

Date: 01/03/2024

BUYERS:

Goldwin Dempsey

Goldwin Dempsey, as part of his marital
community

Date: 01/04/2024

Eugina Dempsey

Eugina Dempsey, as part of her marital
community

Date: 01/11/2024

EXHIBIT A

LEGAL DESCRIPTION NEW PARCEL:

THE SOUTH 5 FEET OF THE NORTHEAST QUARTER OF LOT 4, BLOCK 3, AYERS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 2 OF PLATS, PAGE 67;

CONTAINING 250 SQUARE FEET, MORE OR LESS;

SITUATE IN THURSTON COUNTY, WA.

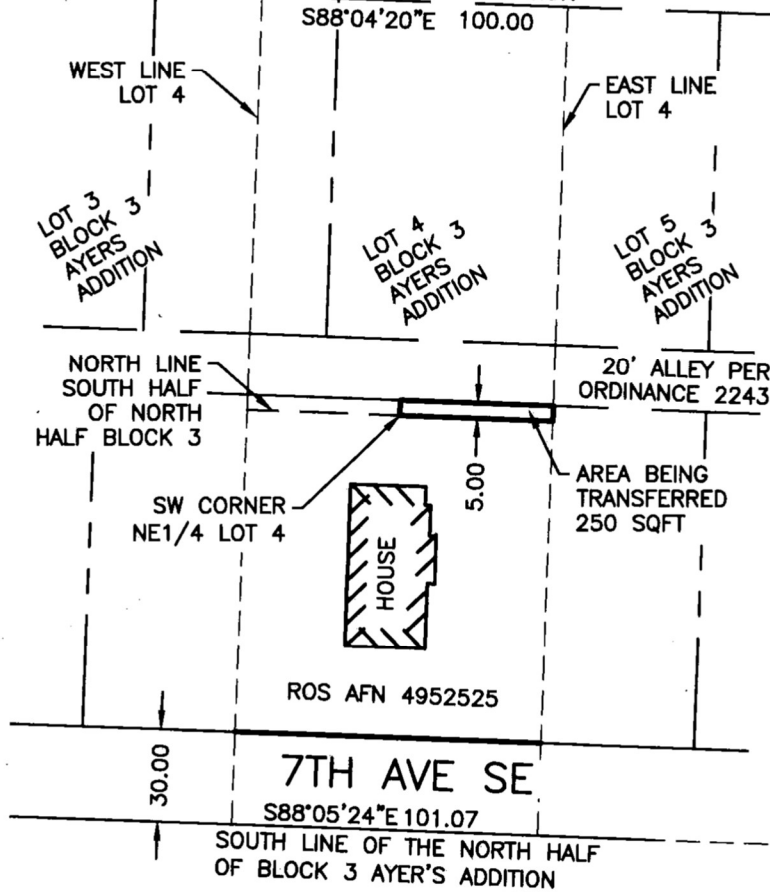
Prepared By: Seth E. Prigge
MTN2Coast LLC
5/19/2023



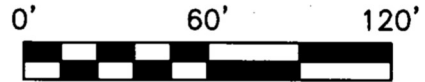
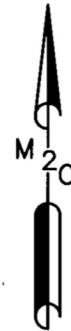
EXHIBIT B

LEGION WAY SE

NORTH LINE OF THE NORTH HALF
OF BLOCK 3 AYER'S ADDITION



5/19/23



SCALE 1" = 60'



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

DEMPSEY GOLDWIN PARCEL
DATE: 5/19/2023
SCALE: 1"=60'
M2C PROJECT NO.: 22-209
SHEET NO. 1 OF 1

EXHIBIT "C"
FORM OF QUIT CLAIM DEED

AFTER RECORDING MAIL TO:

Goldwin and Eugina Dempsey
1330 7th Ave SE
Olympia WA 98501

Document Title: Quit Claim Deed
Grantor: City of Olympia, a Washington municipal corporation
Grantee: Goldwin Dempsey and Eugina Dempsey, and their marital community
Abbreviated Legal Description: A PTN OF AYERS L 4 B 3 S 1/2&L 4 S 5F OF N 135F OF W 1/2 LESS S 30F ST
Assessor's Tax Parcel Numbers: 32700300011

The Grantor, **CITY OF OLYMPIA**, a Washington municipal corporation, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and quit claims to the Grantee, **GOLDWIN DEMPSEY** and **EUGINA DEMPSEY**, a marital community, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

The south 5 feet of the northeast quarter of Lot 4, Block 3, Ayers Addition to Olympia as recorded in Volume 2 of Plats, Page 67;

Containing 250 square feet, more or less;

Situate in Thurston County, Washington.

Subject to reservations, easements, conditions, and restrictions of record.

DATED this ____ day of _____, 2024.

GRANTOR:

CITY OF OLYMPIA, a Washington municipal corporation

Signature: _____
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, City Manager for the City of Olympia, a Washington municipal corporation, appeared before me, and that said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute this instrument, and acknowledged his signature as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2024.

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

LEGION WAY SE

NORTH LINE OF THE NORTH HALF
OF BLOCK 3 AYER'S ADDITION

S88°04'20"E 100.00

WEST LINE
LOT 4

EAST LINE
LOT 4

LOT 3
BLOCK 3
AYER'S
ADDITION

LOT 4
BLOCK 3
AYER'S
ADDITION

LOT 5
BLOCK 3
AYER'S
ADDITION

NORTH LINE
SOUTH HALF
OF NORTH
HALF BLOCK 3

20' ALLEY PER
ORDINANCE 2243

SW CORNER
NE1/4 LOT 4



AREA BEING
TRANSFERRED
250 SQFT

5.00

ROS AFN 4952525

7TH AVE SE

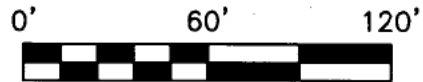
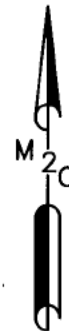
S88°05'24"E 101.07

SOUTH LINE OF THE NORTH HALF
OF BLOCK 3 AYER'S ADDITION

30.00



5/19/23



SCALE 1" = 60'



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

DEMPSEY GOLDWIN PARCEL
DATE: 5/19/2023
SCALE: 1"=60'
M2C PROJECT NO.: 22-209
SHEET NO. 1 OF 1



City Council

Approval of a Resolution Approving a Municipal Services Contract Between the City of Olympia and the Visitors and Convention Bureau of Thurston County for 2024- 2026 Tourism Promotion (Lodging Tax) Services.

Agenda Date: 2/6/2024
Agenda Item Number: 4.F
File Number:24-0133

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

Title

Approval of a Resolution Approving a Municipal Services Contract Between the City of Olympia and the Visitors and Convention Bureau of Thurston County for 2024- 2026 Tourism Promotion (Lodging Tax) Services.

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution Approving a Municipal Services Contract Between the City of Olympia and the Visitors and Convention Bureau of Thurston County for 2024- 2026 Tourism Promotion (Lodging Tax) Services.

Report

Issue:

Whether to approve the Resolution authorizing an agreement with the Visitors and Convention Bureau for 2024-2026 Tourism Promotion (Lodging Tax) Services.

Staff Contact:

Amelia Layton, Cultural Access Program Specialist, City Manager's Office, 360.570.3808

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Annually, the Olympia Lodging Tax Advisory Committee (LTAC) makes recommendations on use of approximately one-half of the City's Lodging Tax Fund.

An open call for tourism services funded by the Olympia Lodging Tax was advertised beginning July

28, 2023. The application deadline was September 8, 2023.

After reviewing all the applicants and creating funding recommendations, the Lodging Tax Advisory Committee agreed to fund the Visitors and Convention Bureau of Thurston County (also known as Experience Olympia and Beyond) for the next three years (2024-2026). This was based on the score of the submitted application and the history of funding the Visitor and Convention Bureau.

Climate Analysis:

Tourism inherently has a climate impact due to the requirement of travel; however, this contract focuses on tourism marketing that does not have a direct climate impact.

Equity Analysis:

The 2024 Lodging Tax Application implemented a shift towards requiring applicants to address accessibility in their programming/event/marketing.

Neighborhood/Community Interests (if known):

Supporting tourism activities as part of our local economy is consistent with the City of Olympia's Comprehensive Plan.

Options:

1. Approve the Resolution for the Contract Between the City of Olympia and the Visitors and Convention Bureau
2. Direct staff to make Council-recommended adjustments and return it to LTAC for further consideration
3. Do not approve the Resolution for the Contract Between the City of Olympia and the Visitors and Convention Bureau.

Financial Impact:

This three-year contract will impact the total available Lodging Tax funding for 2025-2026. The break down of funding is as follows:

- 2024 - \$158,096
- 2025 - \$168,635
- 2026 - \$179,175

The Visitors and Convention Bureau (also known as Experience Olympia and Beyond) is the identified destination marketing organization for Thurston County. Lodging Tax funds are a significant source of funding for this organization.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A MUNICIPAL SERVICES CONTRACT BETWEEN THE CITY OF OLYMPIA AND THE VISITORS AND CONVENTION BUREAU OF THURSTON COUNTY (VCB) FOR 2024 – 2026 TOURISM PROMOTION (LODGING TAX) SERVICES

WHEREAS, City desires to have certain services performed to promote Olympia and attract tourists from outside Thurston County and encourage overnight stays during 2024; and

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

WHEREAS, the Visitors and Convention Bureau of Thurston County (VCB) represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020(B), it is necessary for the City Council to approve the Municipal Services Contract and authorize the signature of all documents necessary to execute the agreement;

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

1. The Olympia City Council hereby approves the Municipal Services Contract between the City of Olympia and VCB for tourism promotion services 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 Municipal Services Contract, and any other documents necessary to execute the 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 _____ 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

MUNICIPAL SERVICES CONTRACT
for
2024 -2026 TOURISM PROMOTION (LODGING TAX) SERVICES

THIS CONTRACT is made and entered as of the date of the last authorizing signature below (which is the “effective date”) by and between the City of Olympia, a municipal corporation, (“City”) and Visitors and Convention Bureau of Thurston County, a Washington non-profit corporation, (“Agency”).

WHEREAS, City desires to have certain services performed as described below, which require specialized skills and other supportive capabilities; and

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

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained in this Contract, the parties agree as follows:

1. Services.

(“Agency”) shall perform such services and accomplish such tasks, including the furnishing of all personnel, materials, and equipment necessary for full performance, as identified and designated as Agency responsibilities throughout this Contract and as detailed in **Exhibit A** attached to and made a part of this Contract (“Services”).

2. Reporting Requirements.

Agency shall submit with all payment invoices a report that outlines the service or project(s) completed as of the time of invoicing.

Agency shall submit reports (activity, service, financial, etc.) upon request by City.

3. Duration of Contract.

The term of this Contract and the performance of the Agency commences as of the effective date and ends no later than December 31, 2026.

4. Compensation and Method of Payment.

A. City shall make payments for services on a reimbursement basis unless otherwise permitted by law and approved in writing by City. Agency shall submit final invoices. All required reports will be submitted to the City within 45 days of event conclusion to avoid loss of funding.

B. No payment will be made for any services rendered by Agency except for services identified and set forth in this Contract.

C. City shall reimburse Agency for services performed under this Contract in an amount not to exceed **Five Hundred and Five Thousand Nine Hundred and Six Dollars and no cents (\$505,906.00)** with One Hundred Fifty Eight Thousand and Ninety Six Dollars and No Cents (\$158,096.00) in 2024, One Hundred Sixty-Eight Thousand Six Hundred and Thirty-Five Dollars and no cents (\$168,635.00) in 2025, and One Hundred Seventy-Nine Thousand One Hundred Seventy-Five and No Cents (179,175.00) in 2026 payable within thirty (30) days of receipt of a properly completed invoice as set forth in this section.

- D. Agency shall submit to City an itemized invoice executed in accordance with **Exhibit C** attached to and made a part of this Contract. On an invoice, Agency shall document which services detailed in **Exhibit A** were performed and the cost of the services.
- E. Agency shall attach to the invoice copies of any invoices, statements, and cancelled checks for goods or services purchased by Agency and for which reimbursement under terms of this Contract is being requested. If the invoice includes costs for staff time to provide the services, an itemization of staff hours shall be listed with the requested reimbursement being equal to the number of itemized hours multiplied by the hour rate for staff to provide the services. Agency shall list lump sum services for reimbursement as they are outlined in the applicable Exhibits.

The Agency shall provide other documentation as requested by the City.

5. Internal Control.

Agency shall establish and maintain a system of internal control to ensure the efficient and proper processing and use of Contract funds.

6. Books and Records/Public Records/Audit.

A. Agency shall maintain books, records, and documents which sufficiently and properly reflect all work, as well as direct and indirect costs, related to the performance of this Contract. In addition, Agency shall maintain such accounting procedures and practices to assure proper accounting of all funds paid pursuant to this Contract. All Agency records related in any way to this Contract are subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract. At the City's request, Agency shall, at Agency's own expense, conduct an audit of the records relating to this Contract.

B. A record owned, used, or retained by the City is a "public record" pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington's Public Records Act, even if such record is in Agency's sole possession. Should City request that Agency provide City with a record that City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Agency fail to provide such record to City within 10 days of City's request for such record, Agency shall indemnify, defend, and hold City harmless for any public records judgment, including costs and attorney's fees, against City involving such withheld record.

7. Special Safeguards.

Agency, at all times, shall take reasonable measures to anticipate any special problems which might arise in relation to Agency's activities which involve a degree of risk to any client, including but not limited to **social distancing** and any other requirements prescribed by emergency declarations of local, state, and federal government. Agency shall assure reasonable safeguards with respect to equipment, procedures, and specially trained staff.

8. Assignment/Subcontracting.

A. Agency shall not assign any portion of this Contract except with the express written permission of City.

B. City may inspect any subcontract document prior to execution. Subcontracts must contain the same insurance and indemnification requirements to protect City from liability.

9. Future Support.

City makes no commitment to future support and assumes no obligations for future support of the activity contracted for herein, except as expressly set forth in this Contract.

10. Compliance with Laws.

Agency, in performance of this Contract, shall comply with all applicable federal, state, and local laws and ordinances, including standards for licensing, certification, and operation of facilities, program and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of service.

11. Changes and Modifications.

Any amendment to this Contract must be in writing and signed by both parties and attached to this Contract.

12. Non-Discrimination in Employment.

Agency shall not unlawfully discriminate against any employee, volunteer, applicant, or client 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.

13. Compliance with Nondiscrimination Requirement.

In the event of Agency's noncompliance or refusal to comply with the above discrimination prohibition, this Contract may be rescinded, canceled, or terminated in whole or in part, and Agency may be declared ineligible for further contracts with City. City will, however, give Agency a reasonable time in which to correct this noncompliance.

To assist City in determining compliance, Agency shall complete and return the *Statement of Compliance with Non-Discrimination Requirement* attached as **Exhibit B**. If the Contract is \$50,000 or more, Agency shall execute the attached Equal Benefits Declaration – **Exhibit D**.

14. Relationship of the Parties.

The parties intend that an independent contractor relationship is created by this Contract. City is interested primarily in the results to be achieved; the implementation of services lies solely with Agency. No agent, employee, volunteer, or representative of Agency may be deemed to be an employee, agent, servant, or representative of City for any purpose, and the employees of Agency are not entitled to any of the benefits City provides for City employees.

Agency is solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives, subcontractors, or otherwise during the performance of this Contract.

15. Political Activity Prohibited.

None of the funds, materials, property, or services provided directly or indirectly under this Contract may be used for any partisan political activity, or to further the election or defeat of any candidate for public office or any ballot measure.

16. Hold Harmless/Indemnification.

Agency shall defend, indemnify, and hold 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 Agency in performance of this Contract, except for injuries and damages caused by the sole negligence of City.

However, should a court of competent jurisdiction determine that this Contract 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 Agency and City, its officers, officials, employees, and volunteers, Agency's liability, including the duty and cost to defend, hereunder is only to the extent of Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Agency'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 Contract.

17. Insurance.

A. Insurance Term

Agency shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by Agency, its agents, representatives, volunteers, or employees.

B. No Limitation

Agency's maintenance of insurance as required by the Contract may not be construed to limit the liability of Agency to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Agency shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. City must be named as an additional insured under Agency's Commercial General Liability insurance policy with respect to the work performed for City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to Agency's profession.

D. Minimum Amounts of Insurance

Agency shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

4. Other Insurance Provision

Agency's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they are primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City is excess of Agency's insurance and does not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

G. Notice of Cancellation

Agency shall provide City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

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

I. City Full Availability of Agency Limits

If Agency maintains higher insurance limits than the minimums shown above, City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Agency, irrespective of whether such limits maintained by Agency are greater than those required by this Contract or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Agency.

18. Failure to Comply with Contract Requirements: Suspension, Termination, and Close Out.

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

If Agency fails to comply with the terms and conditions of this Contract, City may pursue such remedies as are legally available including, but not limited to, hold back of payment and the suspension or termination of this Contract.

A. Termination for Cause. If Agency fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that City deems continuation of this Contract to be substantially detrimental to the interest of City;

2. Agency has failed to take satisfactory action as directed by City or its authorized representative within the time specified;
3. Agency has failed within the time specified by City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract;

then City may terminate this Contract in whole or in part, and shall notify Agency 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 Agency. After the effective date of the termination, no charges incurred under any terminated portions are allowable.

B. Termination for Other Grounds. This Contract may also be terminated in whole or in part:

1. 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 Contract to be terminated. After the effective date of the termination, no charges incurred under any terminated portions are allowable.
2. If the funds allocated by City under this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services, City may summarily terminate this Contract as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provision of this Contract. Termination under this paragraph is effective on the date specified in the written notice of termination sent by City to Agency. After the effective date of the termination, no charges incurred under this Contract are allowable.

19. Jurisdiction.

- A. This Contract is made in and governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action for the enforcement of this Contract or any provision thereof, or arising out of or relating to this Contract, must be instituted and maintained only in Thurston County, Washington, State Superior Court.

20. Severability.

- A. If any part, term, or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.
- C. If any provision of this Contract 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.

21. Entire Contract.

This Contract is the complete expression of the terms related to the Services and any oral representations or understandings not contained in this Contract are excluded.

22. 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.

23. Waiver of Contract Terms.

The forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

24. Contract Manager

Each party to this Contract shall have a contract manager. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For EXPERIENCE OLYMPIA AND BEYOND	For CITY:
Annette Pitts, CEO	Amelia Layton, Cultural Access Prog. Specialist
2424 Heritage Ct SW, STE 101	PO Box 1967
Olympia WA 98502	Olympia WA 98507-1967
509.881.8587	360.570.3808
annette@experienceolympia.com	alayton@ci.olympia.wa.us

25. Ratification.


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

26. Debarment. Agency certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I hereby certify that I am authorized to bind the entity for which I am signing below.

EXPERIENCE OLYMPIA AND BEYOND

CITY OF OLYMPIA


Annette Pitts, CEO
annette@experienceolympia.com


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

01/26/2024

Date Signed

Date Signed

Approved as to Form by:



Deputy City Attorney

EXHIBIT “A”
SCOPE OF WORK
Tourism Promotion – VCB - Experience Olympia and Beyond

To fulfill the terms of its Lodging Tax funded contract with the City, Agency shall provide the following services to promote Olympia and attract tourists from outside Thurston County and encourage overnight stays during 2024. Additionally, Agency shall submit its 2024, 2025 and 2026 Annual Report within 45 days of event completion.

Applicant Statement: Olympia lodging tax funds will be leveraged to support destination marketing and sales specifically designed to reach audiences 50+ miles away with the highest likelihood of generating lodging revenue in Olympia hotels and motels. We will employ innovative tools that ensure we put all awarded funds to the most effective and efficient use possible. New Olympia content--photos, blogs, event listings, etc. will be featured on experienceolympia.com, social media and email newsletters sent to opt-in subscribers from around the world. We'll employ a public relations campaign that showcases Olympia in story pitches to media, social media influencer partnerships, FAM tours and crisis communications if needed.

We will conduct multi-channel advertising campaigns that combine print, digital, paid social media, and most significantly, digital programmatic display advertising putting all-new Media Attribution to work, effectively targeting the highest value 50+ mile away traveling audiences and following their devices when they enter City of Olympia or Olympia hotel/motel geofences—effectively proving our influence over visitors who've received our advertising messages in markets 50+ miles away and staying in Olympia hotels and motels. We'll fund and share professional photography with the City of Olympia through our Shared Image Library. We will produce and distribute our annual Visitor Guide, mailing them to requestors at no charge. We will partner with the City of Olympia to interpret and make strategic marketing and development decisions using geofencing data gathered by the City's and EOB's geofencing systems. We will employ, cultivate, and develop a program that is inclusive to our residents, business stakeholders and guests.

The City of Olympia's lodging tax award will help fund the following:

Innovative, Strategic Research Tools -
Economic Impact Calculators: Sports, Meetings, Events/Festivals (Destinations International)
Geofencing
Smith Travel Research (STR)

Public Relations -
Public relations fosters image management and relationship building, cornerstones of “what the world thinks about Olympia”. Agency will work to intentionally shape Olympia's image by deploying messages and images through seasonal story pitch sheets, press releases, and hosting press trips and influencer visits.

Advertising
Using geofencing tools, Agency will target arrival markets most likely to generate overnight stays in Olympia accommodations. Agency will create and serve ads that speak to visitors' interests in targeted markets.

Product Development -

Website, video, photography, Visitor Guide, Community Guides, and sales products inspire exploration throughout Olympia.

Sports Commission -

Agency's Sports Commission motivates and supports sports events within the City of Olympia via sales missions, familiarization tours, travel trade shows, and event sponsorships and bid fees.

Funding –

2024 - 15% of funds collected in 2022 - \$158,096

2025 - 16% of funds collected in 2022 - \$168,635

2026- 17% of funds collected in 2022 - \$179,175.

The City shall reimburse Agency costs incurred in calendar year 2024, 2025, and 2026 to provide the tourism promotion services listed above in an amount not to exceed the actual expense incurred by Agency for said services upon submittal to the City of:

- An invoice that includes an itemization for each expense included in the total invoice amount.
- Attach a copy of invoices paid that reimbursement is requested for.
- Attach proof of payment for paid invoices submitted in the form of a check or online receipt.

When seeking reimbursement for a product, such as a brochure, advertisement, poster, radio spot, print job, promotional item, etc., attach a digital copy of the product.

The total reimbursement from the City to Agency to fulfill the terms of this Contract may not exceed \$158,096 in 2024; \$168,635 in 2025; and \$179,175 in 2026 for a total of **\$505,906**.

Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Annette Pitts
Annette Pitts, CEO

01/26/2024
(Date)

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

(Sole Proprietor Signature)

(Date)

EXHIBIT "C"
City of Olympia
INVOICE

E-MAIL INVOICE TO
at
EDinvoices@ci.olympia.wa

Agency: VCB - Experience Olympia and Beyond
PO Box 1394
Olympia WA 98507

Invoice Amount: _____
Invoice Number: _____
Invoice Date: _____

Signature: _____
Title: _____

Printed Name: _____

Services Rendered:

Description of Itemized Services	Amount
Invoice Total:	\$

Invoice Requirements

Please provide an itemization of services provided and/or a brief description of work completed for this invoice period. Attach to this invoice copies of invoices, proof of payment (cancelled checks, receipts or other payment documentation acceptable to the City). When seeking reimbursement for a product, such as a brochure, poster, radio spot, print job, promotional item, etc., attach a copy of the product if it is no larger than 8.5" by 11". For radio spots, include a copy of the script. For videography, provide a copy of the end product. For promotional items or items larger than standard paper, shrink to fit oversize pages to standard paper size, or attach a proof or photo of the item. Do not send actual promotional items such as buttons, shirts, caps, frisbees, etc

EXHIBIT "D"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

EXPERIENCE OLYMPIA AND BEYOND

Annette Pitts
Annette Pitts, CEO

01/26/2024
Date



City Council

Approval of the 2024 Land Use and Environment Committee Work Plan

Agenda Date: 2/6/2024
Agenda Item Number: 4.G
File Number:24-0130

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

Title

Approval of the 2024 Land Use and Environment Committee Work Plan

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends approving the proposed 2024 Committee Work Plan.

City Manager Recommendation:

Move to approve the proposed 2024 Committee Work Plan.

Report

Issue:

Whether to approve the proposed 2024 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 Land Use and Environment Committee (LUEC) annually recommends a program of work items to consider that year. The recommended 2024 LUEC work program is attached. It contains items carried over from LUEC's 2023 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 2024 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 2024 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, energy, and agriculture sectors. They do this through increased energy efficiency and electrification of buildings 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 2024 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, greater stability in rental housing, 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, 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 2024 LUEC work program.
2. Amend the proposed 2024 LUEC work program and approve the amended version.
3. Do not approve the proposed 2024 LUEC work program and return to LUEC for further consideration.

Financial Impact:

Staff work on all items on the draft 2024 LUEC work program is included in the City's adopted 2024

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

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 2024 Work Plan

LAND USE AND ENVIRONMENT COMMITTEE 2024 WORK PLAN
DRAFT

Meetings are the third Thursday of the month starting at 4:00 PM unless otherwise noted.

Agenda Item	Staff Responsible	Summary
January 25		
1. Renter Protection Measures	Christa Lensen	Recommendation
2. LUEC 2024 Work Plan*	Leonard Bauer	Discussion
3.		
4.		
February 21 (special meeting date)		
1. Drive-Through Code Amendment Application	Casey Schaufler	OPC recommendation on application for zoning code text amendment
2. Comp Plan Periodic Update	Joyce Phillips	Briefing on status of 2025 Periodic Update process
3. Housing Study	Christa Lensen	Referral back from City Council
4.		
March 21		
1. Neighborhood Centers Report	Casey Schaufler	Discussion and Recommendation
2. Thurston Climate Mitigation Plan Implementation Update	Pamela Braff	Briefing
3. Sea Level Rise Plan Implementation Update*	Pamela Braff	Briefing
4.		
April 25 (special meeting date)		
1. Downtown Parking Enforcement	Parking Services staff	Briefing and Recommendation on proposed changes to implement Parking Strategy
2. Capital Mall Triangle Subarea Plan	David Ginther	Recommendation
3.		
May 16		
1. Wireless Telecommunications Facilities on City property	Susan Clark/Mike Vessey	Briefing
2.		
3.		
June 20		
1. Middle Housing Ordinance Updates	Leonard Bauer/Joyce Phillips	Ordinance 'harmonizing' middle housing ordinances (phase 1), and update on incorporating new legislative requirements (phase 2)
2.		
3.		
July 18		
1. Development Code Updates to Support Urban Agriculture	Leonard Bauer	Recommendation
2.		

August 15		
1. EDDS 2023 Update*	Steve Sperr	Recommendation
2. Capital Mall Triangle Planned Action Ordinance	David Ginther	Recommendation
3.		
September 19		
1. Housing and Homeless Services Update*	Darian Lightfoot	Briefing
2. Comprehensive Plan Update – Housing Element	Casey Schaufler/Darian Lightfoot	Briefing on status; including land capacity analysis
3.		
October 17		
1. Comprehensive Plan Update – Land Use Element	David Ginther/Joyce Phillips	Briefing on status; including buildable lands analysis
2. Comp Plan Update – Climate Element	Pamela Braff	Briefing on status
3.		
November 21		
1. Review of SEPA Categorical Exemptions	Nicole Floyd	Discussion of statutory options
2. Downtown Creative District – Development Code Amendments	Holly Borth	Recommendation on potential zoning and development code amendments to implement Creative District
3.		
December 19		
1. CPD 2024 Work Plan Update*	Tim Smith	Briefing
2. LUEC 2024 Work Plan*	Leonard Bauer	Discussion
3.		
To Be Scheduled		
Middle Housing Ordinance Updates (phase 2)	Leonard Bauer/Joyce Phillips	Recommendation
Subdivision Code Amendments	Joyce Phillips	Update of OMC Title 17
Review of SEPA Categorical Exemptions	Nicole Floyd	Recommendation
Broadband Access/Affordability	TBD/TRPC	Briefing on regional coordination efforts
Regional Home Energy Assessment and Disclosure Policy	Pamela Braff	Briefing and possible Recommendation (likely late in the year, or early 2025. Timing will depend on regional partners).
Sidewalk Policy	PW Transportation	
Review of unused rights of way	PW Transportation	
Rental Housing Policies	Christa Lenssen	If needed

*=regular LUEC work program items each year



City Council

Approval of the 2024 Community Livability and Public Safety Committee Work Plan

Agenda Date: 2/6/2024
Agenda Item Number: 4.H
File Number:24-0131

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

Title

Approval of the 2024 Community Livability and Public Safety Committee Work Plan

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee recommends approval of the proposed 2024 Committee Work Plan.

City Manager Recommendation:

Move to approve the proposed 2024 Community Livability and Public Safety Committee Work Plan.

Report

Issue:

Whether to approve the proposed 2024 Community Livability and Public Safety Committee Work Plan.

Staff Contact:

Debbie Sullivan, Assistant City Manager, City Manager's Office, 360.753.8499

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Each year, all Council Committees develop a work plan. Staff developed the draft Community Livability and Public Safety Committee Work Plan based on the priorities identified at the 2024 City Council retreat.

Highlights of the 2024 work plan include: recruiting, interviewing, and recommending appointments to Council for advisory boards, committees, and commissions; discussion of a Youth Council; the findings of how people experience discrimination in the community; and a recommendation on a model for community oversight of law enforcement.

The 2024 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 March to interview candidates to fill vacancies on several Council advisory boards, committees, and commissions.

The Community Livability and Public Safety Committee met on Wednesday, January 24 and unanimously approved the proposed 2024 Work Plan and directed staff to forward it to the full Council for approval.

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 Equity 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 proposed 2024 Community Livability and Public Safety Work Plan.
2. Amend the proposed 2024 Community Livability and Public Safety Work Plan and approved the amended version.
3. Do not approve and return to the Community Livability and Public Safety Committee for further consideration.

Financial Impact:

Funding impacts will be discussed when the individual work plan items are presented to the Committee.

Attachments:

Draft 2024 CLPS Work Plan

**Community Livability & Public Safety Committee
2024 Work Plan**

Month	Agenda Item	Presenter	Notes:
Jan 24	Advisory Committee Update	Kellie Purce Braseth	
	Community Conversations on Fostering Belonging	Stacey Ray	
	Approval of the 2024 Work Plan	Debbie Sullivan	
	Fire Department Overview	Chief Morris	
Feb 28	Automated License Plate Readers	Chief Allen	
	Advisory Committee Applications and Interview	Kellie Purce Braseth	
	Prepare for Annual Meeting with Committee Chairs	Kellie Purce Braseth	
	Discuss Independent Salary Commission Recruitment & Selection Process	Debbie Sullivan	
March 18 & 20	Advisory Committee Candidate Interviews		Remote meeting
March 27	Advisory Committee Workplans		In person meeting
	Annual Meeting with the Chairs		
April 24	Heritage Award Nominees	Holly Borth	
	Community Discrimination Assessment Findings	Tobi Hill-Meyer	
	OPD Staffing Study & Public Safety Update	Rich Allen	
	ODA and Follow-up to DID	Mike Reid	
May 22	Inspire Olympia Funding Recommendations	Marygrace Goodu	
	CDBG Annual Action Plan	Anastasia Everett	
	Equity Framework	Tobi Hill-Meyer	
	Community Involvement and Oversight of Law Enforcement Recommendation	Stacey Ray	
June 26	CRU/DCR Informational Briefing	Chief Allen	
	Housing/Homeless Strategic Plan & Outcome Update	Darian Lightfoot	Include PIT Count
	Creative District Update	Mike Reid	Land Use reviewing zoning changes
	Economic Development Update	Mike Reid	
July 24	Parks Update	Paul Simmons	Outcomes, cultural events, Yelm Highway, Armory
	Rebecca Howard Park	Paul Simmons	
	Discuss Evaluation of Committees, Commissions, and Boards	Kelli Purce Braseth	
Aug. 28	Childcare: Access & Affordability Briefing	Mike Reid	
	Code Enforcement Briefing	Leonard Bauer	Homelessness/crisis response; graffiti cleanup
	Fire Update	Chief Morris	
Sept. 25	Public Safety Update and Human Trafficking Briefing	Rich Allen	Mid-year statistics
	Youth Council Update	Susan Grisham	
	Advisory Committee Recruitment Process	Kellie Purce Braseth	

**Community Livability & Public Safety Committee
2024 Work Plan**

Month	Agenda Item	Presenter	Notes:
Oct. 23	2025 CLPS Work Plan Topics	Debbie Sullivan	
	Reimagining Public Safety Update	Stacey Ray	
	Supplier Diversity Update	Sean Krier	
	Public Safety Comprehensive Plan Briefing	Mike Buchanan/Sam Costello	
Nov. 27	<i>*Thanksgiving November 28</i>		
Dec. 25	<i>*Christmas December 25</i>		
To be scheduled:	Downtown Parking Updates	Leonard Bauer	
	Referral: Gaza resolution actions		



City Council

Approval of the 2024 Finance Committee Work Plan

Agenda Date: 2/6/2024
Agenda Item Number: 4.1
File Number:24-0132

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

Title

Approval of the 2024 Finance Committee Work Plan

Recommended Action

Committee Recommendation:

The Finance Committee recommends approval of the proposed 2024 Committee Work Plan.

City Manager Recommendation:

Move to approve the proposed 2024 Finance Committee Work Plan.

Report

Issue:

Whether to approve the 2024 Finance Committee Work Plan.

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 proposed 2024 Work Plan at the Finance Committee meeting held January 17, 2024. The Committee has the flexibility to modify this plan throughout the year. Modification of the plan may include adding agenda items not currently included in this plan, removing agenda items that are included in this plan, or moving agenda items from one meeting to another.

Climate Analysis:

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

Equity Analysis:

One of the goals of the City's budget process is to ensure that city services are provided equitably to our residents and business communities, as well as the greater Olympia community. This agenda item is not expected to further impact known disparities in our community.

Neighborhood/Community Interests (if known):

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 proposed 2024 Finance Committee Work Plan as submitted.
2. Modify and approve the amended version of the Work Plan.
3. Do not approve and return the Work Plan to the Finance Committee for further consideration.

Financial Impact:

None.

Attachments:

Draft 2024 Finance Committee Work Plan

Finance Committee 2024 Workplan

Month	Planned Agenda Items
January	<ul style="list-style-type: none"> • 2024 Finance Committee Work Plan • 2022 Cyber loss follow-up
February	<ul style="list-style-type: none"> • Banking / cash management (snapshot) • Investment & Debt policies • Long-Term Budget Sustainability (Community Polling/Focus Group)
March	<ul style="list-style-type: none"> • Fire apparatus reserve/ Funding Plan • Prop 1 / Reimagining public safety funding • Long-Term Budget Sustainability (Communication/Study Session/2025 Calendar) • Reserve policy review
April	<ul style="list-style-type: none"> • Long-Term Budget Sustainability (Snapshot) • Facility assessment & funding • Solid Waste Maintenance Center (possibly tie to Parks Bond) • Funding above reserves • Capital need gaps, priorities • Indirect Cost Allocation
May	<ul style="list-style-type: none"> • Long-Term Budget Sustainability (Snapshot) • Budget communication/engagement • Budget / Comp plan alignment • Funding above reserves • Workday update • CJC building move
June	<ul style="list-style-type: none"> • Long-Term Budget Sustainability (Snapshot) • Animal Services facility funding • Climate funding • Olympia Strong funding • Parks debt issuance (Yelm Hwy/Armory Capital Work)
July	<ul style="list-style-type: none"> • Long-Term Budget Sustainability (Snapshot) • Banking • Workers Comp Change to L&I • Sea level rise funding
August	<ul style="list-style-type: none"> • Long-Term Budget Sustainability (Snapshot) • Washington Center update • Library assessment • City Investment update
September	<ul style="list-style-type: none"> • 2025 Budget

Finance Committee 2024 Workplan

October	<ul style="list-style-type: none"> • 2025 Budget
November	<ul style="list-style-type: none"> • 2025 Budget
December	<ul style="list-style-type: none"> • 2025 Workplan • Biennial budgeting (Education, plan for implementation in 2027)

And other duties as assigned

2024 Work Items (November 2023 meeting)	
Reserve policy review / contingency reserve	Library assessment/need
GPA investment update	Fire Apparatus reserve
Climate funding	Animal Service facility
Investment / Debt policies	Solid waste center / maintenance center
Workday	Budget communication / engagement
Prop 1 funding/Reimagining public safety funding	Biennial budgeting
Olympia Strong funding (min. wage / income tax)	
Sea level rise funding/(NOAA)	
Banking (RFP) / needs	
Budget sustainability / public engagement / regular levy / OMPD levy	
Facility assessment & funding	