



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Monday, August 5, 2024

6:00 PM

**Council Chambers, Online and
Via Phone**

**Special Meeting
Register to Attend:**

https://us02web.zoom.us/webinar/register/WN_xUax8VclSJOO6kp_iuatWA

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [24-0641](#) Special Recognition - Proclamation Recognizing Overdose Awareness 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** [24-0631](#) Approval of July 23, 2024 Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [24-0597](#) Approval of a Resolution Authorizing Amendment No. 2 to the Intergovernmental EMS Advanced Life Support Funding Agreement with Thurston County for SWAT Paramedic Services

Attachments: [Resolution](#)
 [Amendment No. 2](#)
 [Agreement](#)

- 4.C** [24-0600](#) Approval of a Resolution Authorizing an Agreement with Washington Consolidated Technology Services to Provide Fire Protection Services

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

- 4.D** [24-0599](#) Approval of a Resolution Authorizing an Agreement with the Washington State Department of Enterprise Services to Provide Fire Protection Services

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

4. SECOND READINGS (Ordinances)

- 4.E** [24-0587](#) Approval of an Ordinance Amending Ordinance 7394 (Second Quarter Budget Amendment)

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING

6. OTHER BUSINESS

- 6.A** [24-0644](#) Olympia Municipal Court Update

- 6.B** [24-0610](#) Approval of an Ordinance Amending Olympia Municipal Code Title 4 To Add A New Chapter OMC 4.39 Relating To Recovery Of Certain Costs Of Providing Basic Life Support Emergency Medical Services Transport

Attachments: [Ordinance](#)

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. CLOSED SESSION**

- 10.A** [24-0635](#) Closed Session Pursuant to RCW 42.30.140 (4)(b) - Labor Negotiations

11. EXECUTIVE SESSION

- 11.A** [24-0634](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and
Potential Litigation

12. 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 Overdose Awareness Day

Agenda Date: 8/5/2024
Agenda Item Number: 2.A
File Number: 24-0641

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

Title

Special Recognition - Proclamation Recognizing Overdose Awareness Day

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim August 31, 2022, Overdose Awareness Day in the City of Olympia.

Report

Issue:

Whether to Proclaim August 31, 2022, Overdose Awareness Day in the City of Olympia.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Jay Burney, City Manager

Katie Strozyk, Opioid Response Coordinator, Thurston County Public Health

Background and Analysis:

Overdose Awareness Day shines a light on the need to treat drug-related harm as a public health issue and invest in evidence-based practices that save lives and build communities. It is also a day for Olympians to stand beside those who have lost loved ones to an overdose and those who have a substance use disorder and are diligently working toward recovery.

Each year hundreds of Washington State residents die from drug overdose deaths. An estimate 1,724 Washingtonians were lost to overdose in 2020, a 37% increase over the prior year.

Overdose deaths remain high across the state, impact urban, suburban, and rural communities and disproportionately affect marginalized populations.

From July 2, 2023 - July 1, 2024 there were 130 drug related deaths in Thurston County, 44 of which

occurred in Olympia with the common drug combination being fentanyl and methamphetamine. During this time period the Olympia Police Department applied Narcan to 19 different subjects, with most incidents requiring more than one dose and made contact with 180 with persons whose underling issues were substance abuse related. Familiar Faces staff routinely help community members navigate sobriety and facilitate transportation to recovery treatment and Narcotics Anonymous meeting.

The City of Olympia, along with Thurston County, and the cities of Lacey and Tumwater are participating in the Opioid Abatement Council, which coordinates the distribution of funds awarded in the recent Opioid settlement. As of July 30, 2024, the City of Olympia has received \$762,042.24 in settlement funds. There is still at least one settlement pending, which when finalized the settlement amount will increase. The settlements that have been reached thus far will continue to pay annual amounts to Olympia for ten years. Since Olympia was the primary litigant in the suits, the City will receive a larger percentage of the settlement funds than Lacey and Tumwater.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, no community in Washington State is immune to accidental or intentional overdose, and drug overdose deaths remain high across the state, impacting urban, suburban, and rural communities and disproportionately affect marginalized populations; and

WHEREAS, overdose deaths are preventable and can be caused by alcohol, over-the-counter medicine, stimulants and opioids; and

WHEREAS, like many places across Washington State we need to continue to treat drug-related harm as a public health issue and invest in best practices that save lives and build communities; and

WHEREAS, observed on August 31 every year, International Overdose Awareness Day seeks to create a better understanding of overdose, reduce the stigma of drug-related deaths, and create change that reduces the harms associated with drug use; and

WHEREAS, International Overdose Awareness Day is an opportunity for all Olympians to stand beside those who have lost loved ones to an overdose and those who have a substance use disorder and are diligently working toward recovery; and

WHEREAS, anyone can visit the statewide resource www.stopoverdose.org to obtain naloxone, an opioid overdose reversal medication, and Recovery Help Line at 1-866-789-1511 for 24-hour information and help; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim August 31, 2024 as

INTERNATIONAL OVERDOSE AWARENESS DAY

in the City of Olympia and call upon the community to join in raising awareness of drug overdose morbidity and mortality by reducing stigma through education, prevention, treatment and recovery support for substance use disorder.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 5th DAY OF AUGUST 2024.

OLYMPIA CITY COUNCIL

Dontae Payne
Mayor



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

City Council

Approval of July 23, 2024 Study Session Meeting Minutes

Agenda Date: 8/5/2024
Agenda Item Number: 4.A
File Number:24-0631

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

Title

Approval of July 23, 2024 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 23, 2024

6:00 PM

**Council Chambers, Online and Via
Phone**

Study Session

Attend: [https://us02web.zoom.us/j/83406184838?](https://us02web.zoom.us/j/83406184838?pwd=GszDG4n4kVQrNxO0ETMzsAaLIMoVz1.1)
pwd=GszDG4n4kVQrNxO0ETMzsAaLIMoVz1.1

1. ROLL CALL

Present: 6 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

Excused: 1 - Councilmember Jim Cooper

2. BUSINESS ITEM

2.A [24-0613](#) Briefing on the Experiences of Discrimination in Olympia Report

Social Justice and Equity Program Manager Tobi Hill-Meyer discussed the scope of the Olympia Experiences of Discrimination Report.

Truclusion Principal Researcher Dr. Ashley Gardner and Truclusion Consultant Lorena Najarro discussed the methodology of the research. Truclusion Senior Manager Dane Wolfram shared a high level overview of the report findings related to discrimination categories of employment, healthcare, housing and law enforcement. The team also shared some qualitative themes they heard from community members.

Truclusion Managing Principal Yien Folino and Mr. Wolfram discussed the data related to specific types of discrimination to include colorism, transgender oppression and diminishment discrimination. Also shared was the correlation between age and impact of discrimination.

Program Manager Hill-Meyer shared next steps which include City Staff training, a community partners focus group and a Social Justice and Equity Commission retreat.

Councilmembers asked clarifying questions.

The study session was completed.

3. EXECUTIVE SESSION

3.A [24-0623](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation

Mayor Payne recessed the meeting at 7:28 p.m. He asked the Council to reconvene for an Executive Session Pursuant to RCW 42.30.110(1)(i) to discuss Litigation and Potential Litigation.

Mayor Payne reconvened the meeting at 7:40 p.m. He announced no decisions would be made, the meeting was expected to last no longer than 60 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

The executive session was held and no decisions were made.

4. ADJOURNMENT

The meeting adjourned at 8:22 p.m



City Council

Approval of a Resolution Authorizing Amendment No. 2 to the Intergovernmental EMS Advanced Life Support Funding Agreement with Thurston County for SWAT Paramedic Services

Agenda Date: 8/5/2024
Agenda Item Number: 4.B
File Number: 24-0597

Type: resolution **Version:** 2 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing Amendment No. 2 to the Intergovernmental EMS Advanced Life Support Funding Agreement with Thurston County for SWAT Paramedic Services

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve a Resolution authorizing Amendment No. 2 to the Intergovernmental EMS Advanced Life Support (ALS) Funding Agreement between the City of Olympia and Thurston County for SWAT Paramedic Services.

Report

Issue:

Whether to approve a Resolution authorizing Amendment No. 2 to the Intergovernmental EMS ALS Funding Agreement between the City of Olympia and Thurston County for SWAT Paramedic Services.

Staff Contact:

Matt Morris, Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The County and Agency entered into an Intergovernmental EMS Contract for ALS services on January 1, 2023, Section XIX of the Contract provided that any modification of the Contract be in writing and signed by both parties. The County and Agency desire to amend the Contract to allow for Special Weapons and Tactics (SWAT) Paramedic training, staffing, and funding procedures.

In the event that the Olympia Fire Department, or Thurston County, is needed to provide SWAT Paramedic response, this Amendment allows the agencies to coordinate efforts with the Thurston County Sheriff's Office or other SWAT agency, including fully executing an intergovernmental agreement, to ensure an efficient, coordinated, and harmonized response by SWAT in the event of an emergency. Response and training shall follow standard Incident Command System (ICS) in compliance with National Incident Management System (NIMS).

Climate Analysis:

The impacts of this Amendment have been applied through the climate lens of the Climate Framework and have been determined not to have a significant impact on the four climate mitigation sectors. In the event this Amendment needed to be exercised, the 911 response system would largely be unchanged.

Equity Analysis:

The impacts of this Amendment have been applied through the City's equity lens of the Equity Framework. This Amendment has the potential to benefit our whole community, both the served and the underserved. This Amendment could help maintain timely prehospital care for the sick and injured.

Neighborhood/Community Interests (if known):

The community is interested in timely response to emergencies.

Financial Impact:

The Amendment details payment up to \$25,000.00 annually from Thurston County to the City of Olympia for SWAT Paramedic training and response.

Options:

1. Approve the Resolution authorizing the Intergovernmental Agreement. Intergovernmental EMS Contract Advanced Life Support (ALS) Funding, Amendment No. 2.
2. Do not approve the Resolution authorizing the Intergovernmental Agreement. Intergovernmental EMS Contract Advanced Life Support (ALS) Funding, Amendment No. 2 and send back to staff.
3. Take other action.

Attachments:

Resolution
Amendment No. 2
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL EMS CONTRACT ADVANCED LIFE SUPPORT
(ALS) FUNDING AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY FOR
PARAMEDIC SERVICES**

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

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

WHEREAS, Thurston County Medic One, of which the City of Olympia and Thurston County are partner agencies, is supported by a county-wide levy in order to provide county-wide emergency medical services as provided by law; and

WHEREAS, in November, 2022, the City and the County signed an Intergovernmental EMS Contract for 2023 through 2025, by which the City performs emergency medical services through the Medic One program; that Intergovernmental EMS Contract was amended by Amendment No. 1 in December, 2023, to provide for temporary EMT/paramedic staffing procedures; and

WHEREAS, the City and the County want to amend the Intergovernmental EMS Contract again, to provide for the training and staffing of the SWAT paramedic program in Thurston County.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves Amendment No. 2 to the Intergovernmental EMS Contract between the City of Olympia and Thurston County for Advance Life Support, through the Medic One program.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia Amendment No. 2 to the Intergovernmental EMS Contract, and any other documents necessary to execute that Amendment No. 2, and to make any amendment or minor modifications as may be required and are consistent with the intent of the Contract, 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

INTERGOVERNMENTAL EMS CONTRACT
Advanced Life Support (ALS) Funding
Amendment No. 2

THIS Second Amendment is made and entered into in duplicate originals this ____ day of _____, 2024, by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the "COUNTY" and the **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the "AGENCY".

- A. The County and the Agency entered into an Intergovernmental EMS Contract on January 1, 2023, amended by First Amendment dated November 21, 2023 (collectively the "Contract").
- B. Section XIX of the Contract provided that any modifications of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide for the training and staffing of the SWAT paramedic program in Thurston County.

Now, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. Agency Obligations

Section IV, Compensation and Method of Payment, of the Contract is amended to include a new subsection V as follows:

- V. The COUNTY shall budget \$75,000 annually for SWAT paramedic salary and benefit support. Each of the three (3) EMS/ALS contract agencies shall be allowed 1 designated SWAT paramedic annually that has been identified by the AGENCY and that has been approved by the Thurston County Sheriff's Office or other SWAT agency and the Thurston County Medical Program Director. The funding per agency shall be limited to \$25,000 annually per designated SWAT paramedic. The AGENCY may choose to release its designated SWAT paramedic position to another ALS contract agency through written notification of the transfer to the COUNTY. Fund eligibility is incumbent on a fully executed intergovernmental agreement between the AGENCY and the Thurston County Sheriff's Office. The following obligations for the COUNTY and the AGENCY apply:

- 1. The AGENCY shall coordinate and effectively communicate with the COUNTY and other ALS contract agencies regarding incident response, training, and employee performance.
- 2. The AGENCY agrees to meet and coordinate efforts with the Thurston County Sheriff's Office or other SWAT agency, including fully executing an intergovernmental agreement, to ensure an efficient, coordinated, and harmonized response by SWAT in the event of an emergency. Response and training shall follow standard Incident Command System (ICS) in compliance with National Incident Management System (NIMS).
- 3. The COUNTY agrees to pay up to \$25,000 solely for salaries and benefits resulting from training and response for designated SWAT paramedics.

4. The COUNTY agrees to provide medical equipment as defined in the Contract.

2. Full Force and Effect

All other terms and conditions of the Contract not modified by the Amendment shall remain in full force and effect.

Dated the effective date set forth above.

CITY OF OLYMPIA

THURSTON COUNTY EMERGENCY SERVICES

Steven J. Burney, City Manager
Dated: _____

Director, Ben Miller-Todd
Dated: _____

ATTEST:

CLERK, CITY OF OLYMPIA

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

Michael M. Young

By: Deputy City Attorney

electronically approved as to form by
DPA Rick Peters on 6/14/24

By: Rick Peters, Deputy Prosecuting Attorney

INTERGOVERNMENTAL EMS CONTRACT

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

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

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

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

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

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

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

WHEREAS, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; and

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

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

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

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Paragraph IV.E. of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following

standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles shall at all times be equipped with equipment necessary to provide the services contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

- C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a BLS response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "Use" is defined as: in working order and available for use by the AGENCY.
- C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1. and Exhibit "A" II.B.1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- C.4. Using a mutually agreed upon advanced notification process, the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level, and suppression-related training following notification of the COUNTY and coordination with partner agencies. At any given time, only one of seven Medic Units shall be marked as Out Of Service (OOS) in CAD, and for no greater than 4 hours at a time.
- C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY shall jointly develop performance measures for ALS Unit responses that shall be monitored six (6) months ending first quarter calendar year 2023. The measured outcomes shall be briefed to the Operations Committee in the second quarter of calendar year 2023 and any performance deficits identified during the evaluation period shall be jointly addressed by the COUNTY and AGENCY within the second quarter of calendar year 2023 in order to bring the established measures in to compliance. Performance measurement shall continue throughout the term of this agreement and any outcome measures outside of established acceptable ranges at the end of calendar year 2023 or at any time thereafter for the duration of this contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies

shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2023. This Contract shall terminate on December 31, 2025. This agreement may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This agreement replaces and supersedes all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

If the AGENCY or the COUNTY's administrative agency for the execution of this agreement (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this agreement directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

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

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. The COUNTY shall reimburse the AGENCY in thirty-six (36) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs for the 9.5-medic dual paramedic staffed units known as "Medic 4" and "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medic dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.
2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. (Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).
3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to

deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.3) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.
 5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.
- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, no later than the last day of the month following the close of each pay period identified in Section IV.B. of this Contract. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
 - D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.3., of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
 - E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
 - F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services as identified in Exhibit "B". These services shall be reimbursed from the AGENCY's BLS funds and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
 - G. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10

business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.

- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for six (6) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to paragraph I C.1, or C.2. The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY shall reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds current applicable NFPA, and/or WAC standards.
- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their

firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.

- L. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.

CPI Escalation Clause: In March of each year, the COUNTY shall adjust the lease amount for office space, vehicle storage, and medical supplies, per square foot, based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region, and shall notify the LESSOR of any change and adjust the rate of this contract retroactive to January 1 of the year. The rate shall be calculated for each calendar year of this agreement. This escalation clause solely applies to paragraphs M-O below:

- M. The COUNTY shall reimburse the AGENCY a total of \$13,171.20 annually for fire station building space dedicated to the Medic 4 and Medic 10 vehicles and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3 foot setbacks on all sides) x \$0.70 per square foot x 4 vehicles x 12 months*.
- N. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$2,016.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.70 per square foot x 2 offices x 12 months*. The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
- O. The COUNTY shall reimburse the AGENCY \$2,883.20 annually for fire station office space dedicated for paramedic use, at two (2) fire stations. Reimbursement is based on the following formula: *100 square feet x \$18.02 per square foot x 2 offices x 80%, per year*.
- P. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or his designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).
- Q. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E., and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.

- R. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 4 and Medic 10 paramedic units in the Medic 4 and Medic 10 paramedic zones. The total annual reimbursement shall be \$40,000.
- S. The COUNTY shall budget \$300,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies shall be allowed two (2) paramedic-in-training positions annually but, by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract AGENCY. The COUNTY shall reimburse the AGENCY incurring the cost for paramedic-in-training. The AGENCY shall submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions. In the event a position shall be unused by any ALS agency, the COUNTY shall notify the EMS Council. These funds shall then become available to all Thurston County fire agencies for paramedic school support as provided for in EMS Council policy and procedure.

The COUNTY shall reimburse the AGENCY \$50,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half shall not be billed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

- T. If the AGENCY employs more than the allotted (9.5) paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two (2) per medic unit. These paramedics are eligible for continuing medical education (CME) funds as allocated through the Medic One CME Fund policy and are eligible for 100% OT reimbursement for attending in-service.

- U. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

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

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

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter, provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

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

- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

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

It is the expressed desire of the AGENCY to assure that the basic compensation formula (IV.B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

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

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

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

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely

responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.

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

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

CITY OF OLYMPIA
c/o FIRE CHIEF
POST OFFICE BOX 1967
OLYMPIA, WA 98507-1967

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

XII. POLITICAL ACTIVITY PROHIBITED

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

XIII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein:
 - 1. Professional Legal Liability:
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring,

measuring operations or laboratory analysis where such services are rendered as part of the Contract.

2. **Commercial General Liability:**
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
3. **Business Automobile Liability:**
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
4. **Worker's Compensation:**
The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
5. **Verification of Coverage and Acceptability of Insurers:**
The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
Attn: Thurston County Risk Manager
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045

- (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.
 - (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
 - (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- 6. Other Insurance Provisions:
 - (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
 - (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
 - (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.
- 7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
- 8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
- 9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XIV.B.1. and Section XIV.B.2 and Section XIV.B.3. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.

- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
 - (a) Normal wear and tear;
 - (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
 - (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
 - (a) Willful misconduct or negligence on the part of the AGENCY or its employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

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

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended and shall specify the effective date of the end of such suspension.
- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination and shall set forth the reasons for termination. The COUNTY shall not give less than 60 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

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

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

- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
 - 1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
 - 2. By either party with the mutual consent of the other party, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
 - 1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
 - 2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed.
 - 3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
 - 4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the

courts of competent jurisdiction in Thurston County, Washington or either of the two nearest judicial districts pursuant to RCW 36.01.050.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

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

DATED: 11/23/2022

CITY OF OLYMPIA

Steven J. Burney
CITY MANAGER, Steven J. Burney

ATTEST:

Sean Krier
CITY CLERK

APPROVED AS TO FORM:
ATTORNEY CITY OF OLYMPIA

Michael M. Young
By: Deputy City Attorney

DATED: 11/29/2022

BOARD OF COUNTY COMMISSIONERS

INTERIM ASSISTANT DIRECTOR, Ben Miller-Todd
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

Clerk of the Board

JON TUNHEIM
PROSECUTING ATTORNEY

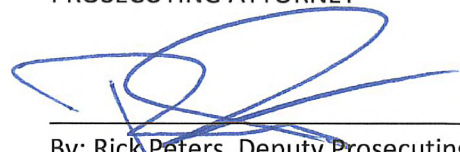

By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 4" and "Medic 10." The normal paramedic service area will be the areas known as the "Medic 4 Olympia" zone and "Medic 10 West County" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 4 (station O-4) and Medic 10 (station O-2) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

II. SERVICES

- A. The AGENCY shall provide four (4) Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff two (2) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
 - 1. The requirements for a "Physician's Trained Mobile Intensive Care Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
 - 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
 - 3. The authority of the State designated supervising physician is defined under RCW 18.71.205 and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
 - 1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I.C of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly to the Supplier; depending on the convenience of the COUNTY.
 - 2. The AGENCY shall maintain records of fuel consumption.
 - 3. AGENCY shall accomplish or coordinate routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and shall coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance AGENCY to provide said maintenance. Reimbursement shall only be for services

provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.

4. The AGENCY shall coordinate repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.



City Council

Approval of a Resolution Authorizing an Agreement with Washington Consolidated Technology Services to Provide Fire Protection Services

Agenda Date: 8/5/2024
Agenda Item Number: 4.C
File Number:24-0600

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

Title

Approval of a Resolution Authorizing an Agreement with Washington Consolidated Technology Services to Provide Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Interlocal Agreement between the City of Olympia and Washington Consolidated Technology Services (WaTech) for Fire Protection services.

Report

Issue:

Whether to approve a Resolution authorizing an Interlocal Agreement between the City of Olympia and WaTech for Fire Protection services.

Staff Contact:

Matt Morris, Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since 1993, the City of Olympia has billed the State for Fire Protection services. This billing is allowed per RCW 35.21.779. The RCW stipulates that when the estimated value of State facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, State agencies owning those facilities shall enter into a compulsory fire protection contract with the municipality to provide an equitable share of the fire protection costs.

The amount of the WaTech contract for the 2024-2025 fiscal year is \$160,000.00. This reflects a

\$30,000.00 increase from the previous contract.

State of Washington properties in Olympia, including the Washington State Consolidated Technology Services (WaTech) building at 1500 Jefferson Street, is included in the calculation used to determine the amount of State property located in the City of Olympia.

The building at 1500 Jefferson Street, occupied by WaTech, chooses to negotiate separately from Department of Enterprise Services (DES) for their building(s) on the Capitol Campus. The DES agreement is a separate action.

Climate Analysis:

The impacts of this agreement have been applied through the climate lens of the Climate Framework. Providing fire protection and emergency response resources to state owned properties helps to reduce greenhouse gas emissions. Greenhouse gas emissions are reduced when safe and effective emergency response reduces the loss of life and property. This agreement indirectly supports the objectives of the Climate Framework.

Equity Analysis:

The impacts of this agreement have been applied through the equity lens of the Equity Framework. Providing fire protection and emergency response resources to state owned properties meets this initiative's intent by supporting life safety and property conservation for all groups and reducing loss of life and property. The universal protection of life and property is rooted in justness and inherently supports the Equity Framework's intent.

Neighborhood/Community Interests (if known):

Fire response to 1500 Jefferson Street is critical to the safety of those who work in the building, as well as the surrounding neighbors.

Financial Impact:

The City will receive \$160,000.00 from WaTech during the 2024-2025 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Department of Enterprise Services for buildings also on the State Campus.

Options:

1. Move to approve the Resolution authorizing the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize the City Manager to sign the agreement.
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff. Expected revenues for the 2024 to 2025 fiscal year from the State may not be collected as anticipated.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WATECH) FOR FIRE
PROTECTION SERVICES**

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

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

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993, providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the city of Olympia; and

WHEREAS, since 1993 a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.15 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or “WaTech”, and that said state agency has entered into a fire protection services agreement with the City of Olympia following the agency’s creation by ESSB 5931, Laws of 2011, Chapter 43, section 801, June 15, 2011; and

WHEREAS, negotiations with the State have produced a formula for computing the State’s share of the City of Olympia Fire Department’s budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or “WaTech”, had negotiated a fire services protection agreement for July 1, 2023 through June 30, 2024, to protect the agency’s facilities; and

WHEREAS, the amount set forth for Washington State Consolidated Technology Services, also known as Washington Technology Solutions or “WaTech” is One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00), which represents its cost for fire protection services for July 1, 2024 through June 30, 2025;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Washington State Consolidated Technology Services for Fire Protection Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Interlocal 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:

Jake Stillwell
DEPUTY CITY ATTORNEY

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WaTech) AN
AGENCY OF THE STATE OF WASHINGTON FOR FIRE PROTECTION SERVICES
CTS Contract Number #25-001**

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

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

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

WHEREAS, since 1993 a fire protection services agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of State agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.105 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and that said State agency has entered into a fire protection services agreement with the City of Olympia following the agency's creation by ESSB 5931, Laws of 2011, Chapter 43, Section 801, June 15, 2011; and

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," had negotiated a fire protection services agreement for July 1, 2023 through June 30, 2024 to protect said agency's facilities; and

WHEREAS, the amount set forth below for Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," represents its cost for the July 1, 2024 through June 30, 2025 fire protection services agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City of Olympia and Washington State Consolidated Technology Services, also known as Washington Technology Solutions or "WaTech," agree as follows:

I. Purpose

The purpose of this Agreement is for the **City of Olympia** to provide fire protection services for **Washington State Consolidated Technology Services**, also known as Washington Technology Solutions or "WaTech," as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

In 2007, the Legislature authorized the Department of Information Services to lease develop or lease purchase a new office building and certain other facilities on the "Wheeler Block" in Olympia. Rather than authorize the issuance of bonds to finance a project to be developed by the state, the Legislature authorized DIS to enter into a financing contract for a project to be privately developed.

WaTech is the leaseholder of the space at 1500 Jefferson Street. FYI Properties, a non-profit formed by the National Development Council is the owner of the facilities at 1500 Jefferson Street. FYI Properties is a non-profit entity that assisted WaTech, formally known as Department of Information Services, in entering into a tax-exempt lease/leaseback financing structure - sometimes referred to as a "63-20 financing and delivery method."

63-20 financings were first approved by the Internal Revenue Service in 1963. Under the 63-20 structure, 63-20 bonds are issued by a nonprofit corporation on behalf of the public agency pursuant to a trust indenture with a bank trustee. This issuance by the nonprofit differentiates the 63-20 financing from COPs, where the public entity is the issuer. The 63-20 bond proceeds are deposited in a project fund held by the trustee and used to finance the capital improvements (undertaken by the nonprofit corporation) that are leased to the public agency.

The nonprofit corporation, often through a private development company, designs and builds the project. The project may be operated and maintained either by the public agency itself under the lease from the nonprofit corporation or by the nonprofit corporation through a management contract with a private management firm. Title to the project typically is held by the nonprofit during the life of the bonds. Title to the improvements is transferred to the public agency at lease maturity when the bonds issued by the nonprofit corporation are retired.

Consolidated Technology Services entered into a thirty-year financing contract with FYI Properties. Wright Runstad & Company also manages the building on behalf of FYI Properties. FYI Properties issued tax-exempt bonds in an amount sufficient to pay for design, construction and financing of the building. Wright Runstad & Company made draws from FYI Properties to pay for construction costs during the construction period. Upon completion of the construction, FYI Properties will "lease-back" all Project improvements to WaTech. At the end of the thirty- year lease term, FYI Properties will convey title to the building back to WaTech.

Since 2011, WaTech has explored whether or not it has both the statutory authority and an allocation to pay the contract for Fire Services. DES paid for the building in the past on behalf of WaTech without authorization. In a good faith effort to resolve the question of authority to pay fire protection services under RCW 52.30.020, WaTech paid for one year of fire service in the past as well. Because of the nature of the financing contract at issue, WaTech is concerned it lacks authority under RCW 52.30 since 1500 Jefferson Street is not a State-Owned building, however, WaTech would like to recompense the City in order to maintain services and preserve the building as it has a long-term leasehold interest and will be the ultimate owner. As such, it is entering this agreement as an alternative mechanism for payment under its authority of RCW 43.105.

II. Scope of Agreement

The **City of Olympia** shall do all things reasonable and necessary to provide fire protection services for the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as outlined in **Exhibit "A"** in the same manner as the **City of Olympia** provides fire protection services to other State agencies or establishments located within the **City of Olympia**.

The **City of Olympia** Fire Chief is responsible for management of the fire protection services provided herein. The Fire Chief is the contact person for all communication regarding any work under this Agreement. Any **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or 'WaTech', shall submit any requests for records or documents or any other inquiries," to the Fire Chief.

III. Consideration

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," shall pay to the **City of Olympia** the amount of **One Hundred and Sixty Thousand Dollars and Zero Cents (\$160,000.00)** for fire protection services under this Agreement for the period starting July 1, 2024 through June 30, 2025.

Costs will be billed by as outlined in Section V. Billing/Payment Procedures.

IV. Records Maintenance

The **City of Olympia** shall maintain all budget documents and other records required by law which reflect the costs of fire protection services provided by the City. These documents and records are subject to inspection or review by **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," or any other entity so authorized by law.

V. Billing/Payment Procedures

The **City of Olympia** shall invoice **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," quarterly in July, October, January, and April, per the Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April), except where past payments are due, in which event the **City of Olympia** will invoice for all prior unpaid quarterly installments. **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," will pay the City of Olympia within thirty (30) days of receipt of properly executed invoice.

Annual Billing Schedule				
Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Fiscal Year Total
July \$40,000.00	October \$40,000.00	January \$40,000.00	April \$40,000.00	Total \$160,000.00

VI. Indemnification & Insurance

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** each agree to defend, indemnify, and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under this Agreement, except to the extent such injuries and damages are caused by the sole negligence of the other party.

VII. Agreement Alterations and Amendments

The **City of Olympia** shall provide written notification to the Department of Commerce, and **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as required by RCW 35.21.779, of the **City of Olympia's** intent to contract for fire protections services in future years. **Washington State Consolidated**

Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia**, or their respective designees.

VIII. Duration of Agreement

This Agreement commences on July 1, 2024 and continues through June 30, 2025, unless terminated sooner as provided herein.

IX. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notification. If this Agreement is so terminated, the terminating party is liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. Disputes

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board is final and binding on the parties.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the **City of Olympia** and the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and supersedes any and all prior agreements oral or otherwise, with respect to the subject matter addressed herein.

XII. Severability

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement, or application of the provision to other persons or circumstances is unaffected.

XIII. Recording

The City shall file this Agreement with the Thurston County Auditor's Office or this Agreement may be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIV. Notice

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

City of Olympia

Attn: Fire Chief
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech"

Attn: Christina Winans, Chief Financial Officer
Washington Consolidated Technology Services (WaTech)
1500 Jefferson Street SE
PO Box 41501
Olympia, WA 98504-1501

XV. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this Agreement is in the Superior Court of Thurston County, State of Washington.

XVI. Effective Date

This Agreement takes effect as of July 1, 2024 and ends June 30, 2025, unless earlier terminated as provided above.

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date: _____

Approved as to form:

Jake Stillwell
Deputy City Attorney

Washington State Consolidated Technical Services, "WaTech"

Christina Winans, Chief Financial Officer

Date: 07/24/2024

Exhibit A

Tenant	Address of Building
WaTech	1500 Jefferson Office/parking Jefferson Building Data Halls Jefferson Building Utility Total square footage, 485,918



City Council

Approval of a Resolution Authorizing an Agreement with the Washington State Department of Enterprise Services to Provide Fire Protection Services

Agenda Date: 8/5/2024
Agenda Item Number: 4.D
File Number: 24-0599

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

Title

Approval of a Resolution Authorizing an Agreement with the Washington State Department of Enterprise Services to Provide Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services (DES) for Fire Protection services.

Report

Issue:

Whether to approve a Resolution authorizing an interlocal Agreement between the City of Olympia and the State of Washington Department of Enterprise Services (DES) for Fire Protection services.

Staff Contact:

Matt Morris, Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since 1993 the City of Olympia has billed the State of Washington for Fire Protection services. This billing is allowed per RCW 35.21.779, which stipulates that when the estimated value of state facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, state agencies owning those facilities shall enter into a compulsory fire protection contract with the municipality to provide an equitable share of the fire protection costs.

The amount of the DES contract for the 2024-2025 fiscal year is \$1,605,000.00. This represents a

\$70,000.00 increase from the previous contract.

The building at 1500 Jefferson, occupied by Washington State Consolidated Technology Services (WaTech), chose to negotiate separately from DES for their building(s) on the Capitol Campus. The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City, but not in the dollar amount of this DES-only contract. The WaTech agreement is a separate action.

Climate Analysis:

The impacts of this agreement have been applied through the climate lens of the Climate Framework. Providing fire protection and emergency response resources to state owned properties helps to reduce greenhouse gas emissions. Greenhouse gas emissions are reduced when safe and effective emergency response reduces the loss of life and property. This agreement indirectly supports the objectives of the Climate Framework.

Equity Analysis:

The impacts of this agreement have been applied through the equity lens of the Equity Framework. Providing fire protection and emergency response resources to state owned properties meets this initiative's intent by supporting life safety and property conservation for all groups and reducing loss of life and property. The universal protection of life and property is rooted in justness and inherently supports the Equity Framework's intent.

Neighborhood/Community Interests (if known):

Fire response to state owned properties is critical to the safety of those who work in the buildings, as well as the surrounding neighbors.

Financial Impact:

The City of Olympia will receive \$1,605,000.00 from DES during the 2024-2025 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Consolidated Technology Services (WaTech), for building(s) also on the State Campus.

Options:

1. Move to approve the Resolution authorizing the Interlocal Agreement
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff.
Expected revenues for the 2024 to 2025 fiscal year from the State may not be collected as anticipated.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

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

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

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

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

WHEREAS, since 1993, a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings for facilities located within the City; and

WHEREAS, various State agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the amount set forth for Washington State Department of Enterprise Services is One Million Six Hundred and Five Thousand and No/100 Dollars (\$1,605,000.00), which represents its cost for fire protection services for July 1, 2024, through June 30, 2025;

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

1. The Olympia City Council hereby approves the Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to

make any minor modifications as may be required and are consistent with the intent of the attached Interlocal 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:

Jake Stillwell

DEPUTY CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Olympia, hereinafter referred to as "CITY" and the Washington State Department of Enterprise Services, hereinafter referred to as "DES" pursuant to the authority granted by RCW 39.34.

IT IS THE PURPOSE OF THIS AGREEMENT to document the parties' mutual agreement as to the amount of fire protection fees the State of Washington will pay to the CITY for the 2024-2025 State fiscal year. This Agreement is between the CITY and DES, on behalf of all State agencies, for all State-owned property within the city limits.

Whereas, the various State agencies with buildings located within the City limits of Olympia have authorized Washington State Department of Enterprise Services to negotiate with the CITY on their behalf for Fire Protection fees to run from July 1, 2024 through June 30, 2025; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the State's share of costs for the 2024-2025 Fire Protection Agreement; and

Whereas, said amount is the State's share of the CITY's fire protection costs, being the result of good faith negotiations between parties, the parties agree as follows:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. STATEMENT OF WORK

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by DES as outlined in Exhibit "A", in the same manner as the CITY provides such protection to other similar establishments within Olympia.

The CITY Fire Chief shall be responsible for management of the services provided herein. The Fire Chief shall be the contact person for all communication regarding the work under this Agreement. Any requests for records or documents or any other inquiries by DES shall be submitted to the Fire Chief.

2. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement are subject to and governed by the terms and conditions contained in the text of this Agreement.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement commences July 1, 2024, and ends on June 30, 2025.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,605,000.00 for the full year of services under this Agreement. DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,605,000.00 for the 2024-2025 period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section 5, *Billing and Payment Procedures*.

5. BILLING AND PAYMENT PROCEDURE

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies shall pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule					
State Agency	QTR1 July	QTR2 October	QTR3 January	QTR4 April	Fiscal Year Total
Enterprise Services	\$ 351,516	\$ 351,516	\$ 351,516	\$ 351,516	\$ 1,406,064
SPSCC	\$ 47,231	\$ 47,231	\$ 47,231	\$ 47,231	\$ 188, 924
Fish & Wildlife	\$ 1,226	\$ 1,226	\$ 1,226	\$ 1,226	\$ 4,904
Evergreen State College	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 5,108
Fiscal Year Total	\$401,250	\$401,250	\$401,250	\$401,250	\$1,605,000.00

DES's invoices shall be forwarded to:

Department of Enterprise Services
Attn: Ashley Howard, CFO
PO Box 41460
Olympia, WA 98504

6. AGREEMENT ALTERATIONS AND AMENDMENTS

DES and the CITY may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of DES and the CITY, or their respective delegates. Changes to agencies' rate and/or amounts, not DES, must be negotiated between DES and the agencies, in writing, prior to DES signing the Amendment(s). DES's rates and/or amounts will be negotiated between DES and the CITY.

7. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

8. DISALLOWED COSTS

The City is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

9. DISPUTES

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board is final and binding on the parties.

10. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work, and
- c. Any other provisions of the agreement, including materials incorporated by reference.

11. INDEMNIFICATION & INSURANCE

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

12. INDEPENDENT CAPACITY

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

13. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement must be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party may not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

15. TERMINATION

Either party may terminate this Agreement upon 60-days' prior written notification to the other party. Should state funding become unavailable due to a state government shutdown or revocation of funding for fire protection services by the Legislature, DES may suspend or terminate this agreement immediately upon occurrence of either event.

16. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. NOTICE

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

CITY OF OLYMPIA

Attn: Fire Chief

Re: Interlocal Agreement with Washington State Department of Enterprise Services

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF
ENTERPRISE SERVICES

Attn: Ashley Howard, Chief Financial Officer
Re: Interlocal Agreement with City of Olympia
PO Box 41460
Olympia, WA 98504

18. RECORDING

Prior to its entry into force, this Agreement must be filed with the Thurston County Auditor or posted upon a party's website or other electronically retrievable public source as provided by RCW 39.34.040.

19. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement may be deemed to exist or to bind any of the parties hereto. All recitals set forth above are hereby incorporated by reference and made part of the terms of this Agreement.

20. OTHER PROVISIONS

No separate legal or administrative entity, and no joint board, is created by this Agreement. The parties to this Agreement will not jointly acquire, hold, or dispose of any real or personal property under this Agreement. This Agreement is administered by those persons identified in Section 17, above.

Each party signatory hereto, having first had the opportunity to read this Agreement and discuss the same with independent legal counsel, in execution of this document hereby mutually agrees to all terms and conditions.

This Agreement takes effect as of July 1, 2024, regardless of date of execution.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services

SIGNATURE

STEVEN J. BURNEY
NAME

CITY MANAGER
TITLE

DATE

Ashley Howard
SIGNATURE

ASHLEY HOWARD
NAME

CHIEF FINANCIAL OFFICER
TITLE

07/24/2024
DATE

APPROVED AS TO FORM:

Jake Stillwell
DEPUTY CITY ATTORNEY

EXHIBIT A:
LIST OF STATE BUILDINGS IN THE CITY OF OLYMPIA

Building	Agency	Parcel Number
Enterprise Services		
Conservatory (Greenhouse)	Enterprise Services	09850005000
Governor's Mansion	Enterprise Services	09850005000
Insurance	Enterprise Services	09850005000
Joel M. Pritchard Building Library est	Enterprise Services	09850005000
John A. Cherberg	Enterprise Services	09850005000
John L. O'Brien	Enterprise Services	09850005000
Legislative	Enterprise Services	09850005000
Legislative Garage	Enterprise Services	09850005000
Temple of Justice	Enterprise Services	09850005000
Ayer Press House	Enterprise Services	31300300100
Carlyon Press House	Enterprise Services	31300300100
Irving R. Newhouse Building	Enterprise Services	31300300100
James M. Dolliver Building	Enterprise Services	37200800100
ProArts	Enterprise Services	55508900601
State Farm	Enterprise Services	55508900700
Capitol Park Building	Enterprise Services	60208100100
Helen Sommers	Enterprise Services	60208100100
Employment Security	Enterprise Services	60800200100
BLDG 106 NC for 2021	Enterprise Services	60800200100
DOT Garage	Enterprise Services	62900500100
Information - Visitor Center	Enterprise Services	62900500100
Plaza Garage S of 14th	Enterprise Services	62900500100
Restroom at Visitor Center	Enterprise Services	62900500100
Transportation	Enterprise Services	62900500100
Powerhouse	Enterprise Services	67900000000
Old Capitol	Enterprise Services	78502600000
Washington Street Building	Enterprise Services	78506400300
Union Avenue Building	Enterprise Services	78506400500
Columbia St. Garage	Enterprise Services	78506600100
General Administration	Enterprise Services	78506700500
Old Train Depot	Enterprise Services	78507800100
Archives (storage)	Enterprise Services	78508800000
Land parcel for NRB Garage	Enterprise Services	78509000100
Highway Licenses	Enterprise Services	78509100100
Natural Resources Building	Enterprise Services	83909200000
NRB Garage	Enterprise Services	83909200000
Office Building Two	Enterprise Services	83909200000

Plaza Garage N of 14th	Enterprise Services	83909200000
State Daycare on Perry	Enterprise Services	85003100100
Restroom at Heritage Park	Enterprise Services	91004700000
Capitol Ct. Building	Enterprise Services	99700411500
Other State Owned Buildings		
Wildlife Office	Fish & Wildlife	91001500000
SPSCC	SPSCC	12828110500
SPSCC (Bowen bldg)	SPSCC	81010000100
Coach house	Evergreen State College	51100200100
State Capitol Museum	Evergreen State College	51100200100



City Council

Approval of an Ordinance Amending Ordinance 7394 (Second Quarter Budget Amendment)

Agenda Date: 8/5/2024
Agenda Item Number: 4.E
File Number: 24-0587

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

Title

Approval of an Ordinance Amending Ordinance 7394 (Second Quarter Budget Amendment)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to adopt the proposed ordinance amending Ordinance 7394 (Second Quarter Budget Amendment) on second reading.

Report

Issue:

Whether to adopt the proposed ordinance amending Ordinance 7394 (Second Quarter Budget Amendment) on second reading.

Staff Contact:

Joan Lutz, Budget & Fiscal Manager, Finance Department, 360.753.8760

Presenter(s):

None-Consent Calendar Item.

Background and Analysis:

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

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

The attached ordinance includes recommended amendments to the 2024 Operating Funds, Special Funds and Capital Funds for: Department requested carry-forward appropriations; and Department requests for budget amendments for the second quarter in 2024.

1. Department requested carry-forward appropriations include requests representing 2023 obligations for purchase orders and contracts not completed in 2023 as well as capital project related appropriations. The appropriation requests total \$ 32,920,193.
2. Department requests for budget amendments for second quarter in 2024 represents new budget adjustments and associated transfers requested by departments. The appropriation requests total \$ 5,502,144.

Department requests for budget amendments for the second quarter of 2024 are specified in Exhibit B of the attached Ordinance.

Climate Analysis:

This agenda item is expected to result in no additional 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. The 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 City finances and fiscal governance.

Financial Impact:

Increase in appropriations of \$ 38,329,046. Funding sources are noted in Exhibit B of the attached Ordinance.

Options:

1. Approve ordinance amending ordinance 7394. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.
3. Take other action.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE CONSOLIDATING BUDGET ADJUSTMENTS MADE BETWEEN APRIL 1, 2024 AND JUNE 30, 2024, REFLECTING A TOTAL BUDGET INCREASE ADJUSTMENT OF \$38,422,337

WHEREAS, the Olympia City Council adopted the 2024 Operating, Special Funds and Capital Budgets and 2024-2029 Capital Facilities Plan (CFP) by passing Ordinance No. 7382 on December 19, 2023; and

WHEREAS, throughout the year, budget updates are required to recognize changes relating to adopted budget expense authority; and

WHEREAS, the Olympia City Council amended Ordinance No. 7394 on April 16, 2024; and

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

WHEREAS, the following changes need to be made to Ordinance No. 7394;

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

Section 1. The 2024 annual budget is amended to include necessary budget adjustments for the second quarter of 2024 from April 1 to June 30, as summarized and set forth in Exhibit “A” which is attached and incorporated into this ordinance. Except as amended by this Ordinance, all terms and provisions of the 2024 annual budget Ordinance No. 7382 shall remain unchanged.

Section 2. The 2024 FTE is amended to include necessary FTE increases for the second quarter of 2024 from April 1 through June 30, as summarized and set forth in Exhibit “C” which is attached and incorporated into this Ordinance.

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

Section 4. The Director of Finance is hereby authorized to bring forward into fiscal year 2024 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

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

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

Section 8. Effective Date. This Ordinance shall take effect after passage and publication, as provided by law, on August 19, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

EXHIBIT A
City of Olympia, WA
Second Quarter Expenditure Budget Adjustment Ordinance
April 1, 2024 through June 30, 2024

Fund Title:	Previously Approved	Adjustment Requested	Total Adjusted Budget
FND_001 GENERAL FUND	\$114,114,954	\$ 1,987,919	\$116,102,873
FND_003 SPECIAL ACCT CONTROL FUND	1,924,867	114	1,924,981
FND_006 DEVELOPMENT FEE REVENUE	8,362,417	77,190	8,439,607
FND_026 MUNICIPAL ARTS FUND	107,854	39,350	147,204
FND_134 PARK & RECREATION SIDEWALK UTILITY TAX	1,372,000	170,000	1,542,000
FND_140 REAL ESTATE EXCISE TAX	2,690,500	100,000	2,790,500
FND_142 HOME FUND	4,643,502	574	4,644,076
FND_148 TBD Sales Tax	-	400,000	400,000
FND_317 CAPITAL IMPROVEMENTS FUND	448,328	1,014,972	1,463,300
FND_318 HOME FUND CAPITAL	2,051,488	8,183	2,059,671
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	11,474,984	20,572,605	32,047,589
FND_331 FIRE EQUIPMENT CAPITAL FUND	200,000	733,804	933,804
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	2,546,440	2,516,056	5,062,496
FND_340 PARKS CAPITAL IMPROVEMENT FUND	15,630,582	2,352,239	17,982,821
FND_401 DRINKING WATER UTILITY OPERATING	15,763,644	76,429	15,840,073
FND_402 WASTEWATER UTILITY OPERATING	25241814	36,943	25,278,757
FND_403 WASTE RESOURCES OPERATING		1,791,264	1,791,264
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	5,898,000	2,561,614	8,459,614
FND_462 WASTEWATER CAPITAL IMPROVEMENT	11,981,325	82,039	12,063,364
FND_463 WASTE RESOURCES CAPITAL IMPROVEMENT	2,437,000	1,869,329	4,306,329
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPROVEMENT	5,711,943	7,400	5,719,343
FND_502 EQUIPMENT RESERVE	7,227,930	1,901,020	9,128,950
FND_505 WORKERS COMPENSATION	2,465,025	30,002	2,495,027
Total	\$242,294,597	\$38,329,046	\$280,623,643

EXHIBIT B
City of Olympia, WA
Second Quarter Expenditure Budget Adjustment Ordinance
April 1, 2024 through June 30, 2024

FND 001 General Fund:

Carryover Requests from 2023 budget:

- | | |
|---|------------|
| • Appropriation for various departments for outstanding purchase orders | \$ 617,760 |
| • Appropriation for Office of Strategic Initiatives for contracted services | \$ 166,436 |
| • Appropriation for CJC Private Lease Space Study for Municipal Court | \$ 500,000 |

Carryover Requests total: \$1,284,196

Amendment Requests:

- | | |
|--|------------|
| • Additional appropriation for Day Reporting general professional services | \$ 30,000 |
| ○ Funding source is Public Safety Sales Tax - County | |
| • Additional appropriation for Community Court for Salaries and miscellaneous operating expenditures | \$ 124,390 |
| ○ Funding source is State Grant from Other Judicial Agencies | |
| • Additional appropriation for Office of Performance & Innovation for services | \$ 10,000 |
| ○ Funding source is fund balance | |
| • Additional appropriation for Police Department for software lease and operating supplies | \$ 113,479 |
| ○ Funding source is State Grant from Department of Commerce and WCIA | |
| • Additional appropriation for Parks, Arts and Recreation for various line items | \$ 325,854 |
| ○ Funding source is unrecognized revenue, OMPD, other transfers | |
| • Additional appropriation for Transportation for Sidewalk Condition Assessment | \$ 100,000 |
| ○ Funding source is Real Estate Excise Tax | |

Amendment Requests total: \$ 703,723

FND 003 Special Acct Control Fund:

Carryover Request from 2023 budget:

- | | |
|--|--------|
| • Additional appropriation for PC Lifecycle for Information Services | \$ 114 |
|--|--------|

FND 006 Development Fee Revenue:

Carryover Request from 2023 budget:

- | | |
|--|-----------|
| • Additional appropriation for Planning & Engineering to fund Housing Displacement Study associated with the Comprehensive Plan Update | \$ 50,000 |
|--|-----------|

- Additional appropriation for Access Information Mgmt digitize project CP&D Admin \$ 4,190

Carryover Requests total: \$ 54,190

Amendment Request:

- Additional appropriation for Neighborhood Grant Matching in Planning and Engineering \$ 23,000
 - Funding source is fund balance

FND 026 Municipal Arts Fund:

Carryover Requests from 2023 budget:

- Additional appropriation for general professional services related to art \$ 39,350

FND 134 Park & Recreation Sidewalk Utility Tax:

Amendment Request:

- Additional appropriation to support PARD Parks Maintenance \$ 170,000
 - Funding source is fund balance

FND 140 Real Estate Excise Tax:

Amendment Request:

- Additional appropriation to support Sidewalk Condition Assessment \$ 100,000
 - Funding source is fund balance

FND 142 Home Fund:

Carryover Requests from 2023 budget:

- Additional appropriation for contracted services \$ 574

FND 148 Transportation Benefit District Sales Tax:

Amendment Request:

- Additional appropriation for Pacific and State Pedestrian and Bike Safety \$ 400,000
 - Funding source is new revenue stream

FND 317 Capital Improvement Fund:

Carryover Requests from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 1,014,972

FND 318 Home Fund Capital:

Carryover Requests from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 8,183

FND 320 Development Fee Revenue:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital transportation projects \$ 20,172,605

Amendment Request:

- Additional appropriation for Pacific & State Pedestrian & Bike Safety project \$ 400,000
 - Funding source is Transportation Benefit District Sales Tax

FND 331 Fire Equipment Capital Fund:

Carryover Request from 2023 budget:

- Additional appropriation for contracted services \$ 733,804

FND 335 General Facilities Capital Improvement Fund:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 2,516,056

FND 340 Parks Capital Improvement Fund:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 2,352,239

FND 401 Drinking Water Utility Operating:

Carryover Request from 2023 budget:

- Additional appropriation for contracted services \$ 76,429

FND 402 Wastewater Utility Operating:

Carryover Request from 2023 budget:

- Additional appropriation for contracted services \$ 36,943

FND 403 Waste ReSources Operating:

Carryover Request from 2023 budget:

- Additional appropriation for outstanding purchase orders \$ 200

Amendment Request:

- Additional appropriation for transfer to capital projects \$ 1,791,064
 - Funding source is fund balance

FND 461 Drinking Water Capital Improvement:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 2,561,614

FND 462 Wastewater Capital Improvement:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 82,039

FND 463 Waste ReSources Capital Improvement:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 78,265

Amendment Request:

- Additional appropriation for ongoing capital projects \$ 1,791,064
 - Funding source is transfer from operating budget

FND 464 Stormwater and Surface Water Capital Improvement:

Carryover Request from 2023 budget:

- Additional appropriation for various ongoing capital projects \$ 7,400

FND 502 Equipment Reserve:

Carryover Request from 2023 budget:

- Additional appropriation for outstanding purchase orders \$ 1,901,020
-

FND 505 Workers Compensation:

Amendment Request:

- Additional appropriation for travel, training, memberships, and tools for Safety \$ 30,002
 - Funding source is fund balance

EXHIBIT C
City of Olympia, WA
Second Quarter Expenditure Budget Adjustment Ordinance
April 1, 2024 through June 30, 2024

No FTE changes for the second quarter budget adjustment ordinance.



City Council

Olympia Municipal Court Update

Agenda Date: 8/5/2024
Agenda Item Number: 6.A
File Number: 24-0644

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

Title

Olympia Municipal Court Update

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Receive an update on the Olympia Municipal Court.

Report

Issue:

Whether to receive an update on the Olympia Municipal Court.

Staff Contact:

Maryam Olson, Director, Olympia Municipal Court, 360.709.2783

Presenter(s):

Pam Nogueira, Judge, Olympia Municipal Court

Background and Analysis:

The Olympia Municipal Court has gone through a significant transformation. With the appointment of Judge Pam Nogueira in October 2023, the Olympia Municipal Court has had changes in all of its departments. All of the Municipal Court's practices and policies have been reviewed to ensure Court Services promotes timely access to justice and properly serves the Olympia community. Probation is being redesigned so that it promotes a reduction in recidivism and an increase in the community's wellness. Community Court has been reshaped to comply with best practices and expand its potential.

Climate Analysis:

On a daily basis, the court receives individuals who suffer the most within the community. Individuals who at times are houseless and living outdoors, and may abandon drug paraphernalia in parks or playgrounds, or dispose of controlled substances in our waterways. By ensuring this population receives help, the Olympia Municipal Court can directly impact Olympia's ecosystem and assist with the City's measures on climate change. Olympia Municipal Court can, and intends to, transform our

downtown back to a vibrant location while not simply transferring the current concerns to other neighborhoods.

Equity Analysis:

A successful and effective Court furthers our community's values. It increases access to justice and equitably addresses fairness. Courts will expand collaboration with City departments as well as create opportunities for public outreach regarding education and participation in the court system.

Neighborhood/Community Interests (if known):

Through a thriving court, we will also make our community healthier and safer. We are alongside first responders in seeing and responding to the least fortunate members of our community. By ensuring accountability, prioritizing community safety, and providing rehabilitation, our city will be better. Our streets will be cleaner. Our waterways will be less polluted. Our parks will be preserved. Our local businesses will flourish. We have direct access to those in need of housing and social services, including substance use disorder and mental health treatment, physical health needs, employment, education and transportation. In summary, if we thrive, Olympia thrives.

Financial Impact:

There are no financial impacts related to this update.

Options:

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

Attachments:

Presentation



City Council

Approval of an Ordinance Amending Olympia Municipal Code Title 4 To Add A New Chapter OMC 4.39 Relating To Recovery Of Certain Costs Of Providing Basic Life Support Emergency Medical Services Transport

Agenda Date: 8/5/2024
Agenda Item Number: 6.B
File Number: 24-0610

Type: ordinance **Version:** 2 **Status:** Other Business

Title

Approval of an Ordinance Amending Olympia Municipal Code Title 4 To Add A New Chapter OMC 4.39 Relating To Recovery Of Certain Costs Of Providing Basic Life Support Emergency Medical Services Transport

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on the first reading, and forward to the second reading, the Ordinance amending Olympia Municipal Code Title 4 to add a new Chapter OMC 4.39 relating to recovery of certain costs of providing Basic Life Support (BLS) Emergency Medical Services (EMS) Transport.

Report

Issue:

Whether to approve on the first reading, and forward to the second reading, the Ordinance amending Olympia Municipal Code Title 4 to add a new Chapter OMC 4.39 relating to recovery of certain costs of providing BLS EMS Transport.

Staff Contact:

Matt Morris, Fire Chief, 360.753-8466

Presenter(s):

Matt Morris, Fire Chief, 360.753-8466

Mike Buchanan, Deputy Chief, 360.753.8459

Background and Analysis:

The City of Olympia realized a decrease in the availability of BLS transport services provided by private ambulance companies. Consequently, the City contracted with FCS Group to conduct a

financial feasibility analysis for operating a publicly funded BLS ambulance transport and CARES programs. FCS' analysis concluded that creating and operating a City-owned BLS transport program is financially feasible.

The City Council has committed to supporting this program and providing this service. Amending OMC 4.39 will set the BLS ambulance transport service fee and billing practices. The fee aligns with the FCS financial model and will help offset the program costs. Services will first be billed to the patient's insurer, including Medicare, Medicaid, and/or private insurance. The remainder of the balance will be the patient's responsibility.

Climate Analysis:

The focus of the Climate Framework Analysis for this OMC amendment is transportation. Timely, reliable, and affordable BLS ambulance transports result in a more efficient EMS system, which translates to shorter response distances and travel time.

Equity Analysis:

Creating and operating a City-owned BLS transport service will improve service and patient care for those needing to be transported by BLS ambulance to an emergency room. People without insurance who qualify as "poor" or "infirm" and cannot pay, can sign a City form attesting to their financial plight, and the transport bill would be waived.

Neighborhood/Community Interests (if known):

Improving BLS transport services will improve patient care and strengthen the EMS system, improving overall service to the community, reducing response times, and increasing the availability of 911 response units.

Financial Impact:

The revenue gained from this Ordinance will help offset program costs and is expected to bring sustainable funding for this service.

Options:

1. Approve the Ordinance on the first reading and forward it to the second reading.
2. Decline to pass the Ordinance.
3. Take other action.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE TITLE 4 TO ADD A NEW CHAPTER OMC 4.39 RELATING TO RECOVERY OF CERTAIN COSTS OF PROVIDING BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES TRANSPORT

WHEREAS, the City of Olympia currently provides basic life support ("BLS") emergency medical services ("EMS") and BLS emergency medical services transport ("BLS Transport") without charge; and

WHEREAS, pursuant to RCW 35A.11.020, as an exercise of the power granted by RCW 35.27.370(15), the City Council of the City of Olympia has discretion to charge fees to those receiving BLS Transport from the City; and

WHEREAS, such BLS Transport user fees are often covered by medical insurance policies, including but not limited to Medicare and Medicaid; and

WHEREAS, funds derived from the City's general fund are insufficient to fully fund the City's BLS and BLS Transport costs; and

WHEREAS, as a result, BLS and BLS Transport services must be subsidized by funds from the City's General Fund; and

WHEREAS, the City Council finds that those benefitting from the City's BLS Transport should be charged a fee to reimburse the City for at least some portion of the cost of the BLS Transport; and

WHEREAS, the City recognizes that provision must be made for those persons who do not have medical insurance, Medicare, Medicaid, or are otherwise without financial means to pay for BLS Transport;

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

Section 1. Amendment of OMC Title 4. Olympia Municipal Code Title 4 is hereby amended to add a NEW CHAPTER 4.39 to read as follows:

**Title 4
FEES AND FINES**

Chapters:

- 4.02 Police Department Fees**
- 4.04 Engineering Fees**
- 4.16 House Movers License**
- 4.18 Parks, Arts and Recreation Department Fees**
- 4.24 Utility Charges**
- 4.36 Building Code Review and Permit Fees**
- 4.38 Fire System Fees**
- 4.39 Fire Basic Life Support Transport Fees**
- 4.40 Land Use Application Review Fees**
- 4.44 Uniform Civil Enforcement**
- 4.50 Civil Infractions**

4.60 Administrative Fees
4.70 Residential Parking Fees

Chapter 4.39
FIRE BASIC LIFE SUPPORT TRANSPORT FEES

4.39.000 Chapter Contents

Sections:

- 4.39.010 BLS Transport User Fee Imposed
- 4.39.020 Medicare and Medicaid
- 4.39.030 Policy and Financial Assistance

4.39.010 BLS Transport user fee imposed.

- A. All persons receiving basic life support emergency medical services transport ("BLS Transport") by the City shall be charged and billed a BLS Transport user fee ("the Fee"). The initial base Fee is set at \$1,300.00, plus a mileage fee of \$28.75 per mile, calculated at the pick-up or emergency scene and ending at the final destination or admitting medical facility. The Fee may be automatically adjusted annually by reference to the Consumer Price Index (CPI) for the Seattle-Tacoma-Bellevue area, plus two percent (2%). The City Manager or designee shall establish a procedure to implement, bill, invoice, and collect Fees.
- B. Any person who supplies the City with the medical insurance information and documentation needed to bill their insurance provider for the Fee, and who assigns their insurance benefits for the same to the City, shall be billed for that portion of the Fee that is in excess of amounts paid by their insurer(s).
- C. A person who does not supply the City with the medical insurance information and documentation needed to bill their insurance provider or who fails to assign such benefits to the City because they are unwilling, or because they do not have any type of insurance coverage for such charges, shall be billed for the entire Fee.
- D. The use of the term "insurance" or any variation thereof in this section shall include Medicare and Medicaid.
- E. The use of the term "BLS Transport" in this section shall mean transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state (Chapter 18.73 RCW, now or as hereafter amended). The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician ("EMT"). Emergency medical technicians perform non-invasive, basic emergency treatment.

4.39.020 Medicare and Medicaid.

Charges for the BLS Transport authorized by this Chapter shall be construed and implemented in a manner consistent with Medicare and Medicaid requirements, when applicable. If any method or procedures authorized by this Chapter for the purpose of establishing, implementing, imposing or collection of charges for BLS Transport is found to conflict with Medicare and/or Medicaid requirements, the conflicting part of this Chapter shall be inoperative to the extent the same conflicts with Medicare and/or Medicaid requirements. The operation of the remainder of this Chapter remains unaffected.

4.39.030 Policy and Financial Assistance.

A. It is the City's policy that ability to pay is not a condition of BLS Transport service. All aspects of emergency medical services the City currently provides, including BLS Transport, shall be provided to all patients without discrimination toward those with no ability or inadequate ability or means to pay.

B. The City Manager or designee shall establish a program consistent with criteria and rules set forth in WAC 246-453-001 through 246-453-060, now or as hereafter amended, to provide financial assistance and/or debt forgiveness to persons that do not have the ability to pay for some or all of the Fee.

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

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

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

Section 5. Effective Date. This Ordinance shall take effect after passage and publication, as provided by law, on September 20, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



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

City Council

Closed Session Pursuant to RCW 42.30.140 (4) (b) - Labor Negotiations

Agenda Date: 8/5/2024
Agenda Item Number: 10.A
File Number:24-0635

Type: closed session **Version:** 1 **Status:** Executive Session

Title

Closed Session Pursuant to RCW 42.30.140 (4)(b) - Labor Negotiations



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

City Council

Executive Session Pursuant to RCW 42.30.110 (1)(i); Litigation and Potential Litigation

Agenda Date: 8/5/2024
Agenda Item Number: 11.A
File Number:24-0634

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation