



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 4, 2025

6:00 PM

Council Chambers, Online and
Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_6Rq86-TGQo6hXbFi-e-asA

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [25-0172](#) Special Recognition - Proclamation Recognizing Disability Awareness Month

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** [25-0190](#) Approval of February 24, 2025 Olympia City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B [25-0199](#) Approval of the Proposed 2025 Youth Council Work Plan

Attachments: [Proposed 2025 Work Plan](#)

- 4.C [25-0180](#) Approval of a Resolution Authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan

Attachments: [Resolution Agreement](#)

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.D [25-0185](#) Approval of an Ordinance Amending Olympia Municipal Code Title 13.20 Related to LOTT Regulations

Attachments: [Ordinance](#)
[LOTT Pollution Prevention Rules for Businesses Website](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [25-0195](#) Approval of an Ordinance to Amend Olympia Municipal Code Chapter 2.100 Related to the Establishment of a Community Policing Board

Attachments: [Ordinance](#)
[Community Oversight of Law Enforcement Recommendation](#)

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

- 8.A [25-0200](#) Consider a Referral Regarding Allocating City Council Goal Funds to World Relief to Assist with the Support of Immigrant and Refugee Families Settled in Olympia and Thurston County

Attachments: [Referral](#)

9. CITY MANAGER'S REPORT AND REFERRALS

10. EXECUTIVE SESSION

- 10.A [25-0197](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter and RCW 42.30.110(1)(i); Litigation and Potential

Litigation

10. ADJOURNMENT

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



City Council

Special Recognition - Proclamation Recognizing Disability Awareness Month

Agenda Date: 3/4/2025
Agenda Item Number: 2.A
File Number:25-0172

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

Title

Special Recognition - Proclamation Recognizing Disability Awareness Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim March as Disability Awareness Month

Report

Issue:

Whether to proclaim March as Disability Awareness Month.

Staff Contact:

Dawn Carvalho, Executive Services Assistant, 360.753.8065

Presenter(s):

Joslyn Nelson, Disability Justice Task Force Project Manager
Sarah Norton, Disability Inclusion Network Co-Chair

Background and Analysis:

People with disabilities are a valued and vital part of our community, yet face many systemic barriers, stereotypes and harmful attitudes. Disability Awareness Month is an opportunity to consider the ways systems we work within contribute to these problems, how we can combat that and the commitments we are making promote the rights of people with disabilities, universal accessibility and full inclusion within our city.

Climate Analysis:

This is not expected to impact carbon emissions.

Equity Analysis:

The City recognizes meaningful and significant disparities that people with disabilities face. This

proclamation will be a reminder for City staff, community businesses and organizations and the general public to look for opportunities to disrupt those disparities and work toward full inclusion of people with disabilities.

Financial Impact:

No financial impact.

Options:

1. Recognize March 2025 as Disability Awareness Month.
2. Do not recognize March 2025 as Disability Awareness Month.
3. Recognize Disability Awareness Month 2025 at another time.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the City of Olympia recognizes that persons with disabilities are a valued and vital part of our community as workers, civic leaders, business owners, veterans, family members, and friends; and

WHEREAS, the City of Olympia acknowledges that individuals with disabilities make meaningful contributions to our community, yet continue to face barriers that limit access to opportunities and full participation in our community; and

WHEREAS, the City of Olympia recognizes that barriers to accessibility affect people differently, as disability intersects with race, gender, economic status, and other identities, creating challenges that require a collaborative and equitable approach; and

WHEREAS, the City of Olympia recognizes the ongoing efforts of individuals with disabilities, disability advocates, organizations, and community members who work to remove barriers and promote inclusion; and

WHEREAS, the City of Olympia is committed to promoting accessibility, upholding the rights of persons with disabilities, and working to ensure all individuals can fully participate in community life; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of March 2025 as

DISABILITY AWARENESS MONTH

in the City of Olympia and urges the community, both individually and collectively, to take part in education, advocacy, and actions that support accessibility and inclusion. This includes recognizing the contributions of individuals with disabilities and working together to support the best quality of life for every member of our community.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 4th DAY OF MARCH 2025.

OLYMPIA CITY COUNCIL

*Dontae Payne
Mayor*



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

City Council

Approval of February 24, 2025 Olympia City Council Meeting Minutes

Agenda Date: 3/4/2025
Agenda Item Number: 4.A
File Number:25-0190

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

Title

Approval of February 24, 2025 Olympia City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 25, 2025 **6:00 PM** **Council Chambers, Online and Via
Phone**

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_RNqXZLJ8QummRFQtgyzLXA

1. ROLL CALL

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

Excused: 1 - Councilmember Jim Cooper

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

The following person spoke: Auby Ludwig.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

4.A [25-0176](#) Approval of the February 11, 2025 Olympia City Council Meeting Minutes

The minutes were adopted.

4.B [25-0088](#) Approval of a Resolution Authorizing a 12-Year Multi-Family Tax Exemption Agreement Between City of Olympia and 505 Union Avenue LLC for an Affordable Housing Development Project

The resolution was adopted.

4.C [25-0173](#) Approval of the Land Use and Environment Committee 2025 Work Plan

The decision was adopted.

Approval of the Consent Agenda

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

Aye: 6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Gilman, Councilmember Green, Councilmember Madrone and Councilmember Vanderpool

Excused: 1 - Councilmember Cooper

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

- 5.A** [25-0098](#) Public Hearing - Approval of a Resolution Adopting a Revised Version of the Fee Structure for Redacting Body Worn Camera Footage Requested Under the Public Records Act

Deputy City Clerk Michael Fulhmer presented an overview of the Resolution revising the fee structure for redacting body worn camera footage requested under the Public Records Act.

Councilmembers asked clarifying questions.

Mayor Payne opened the hearing at 6:25 p.m. No one spoke. The hearing closed at 6:25 p.m.

Mayor Pro Tem Huynh moved, seconded by Councilmember Madrone, to approve a Resolution adopting a revised version of the fee structure for redacting body worn camera footage requested under the Public Records Act. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Gilman, Councilmember Green, Councilmember Madrone and Councilmember Vanderpool

Excused: 1 - Councilmember Cooper

6. OTHER BUSINESS

- 6.A** [25-0166](#) Approval of the 2025 Plinth Project Sculptures for Exhibition

Arts Program Manager Stephanie Johnson and Olympia Arts Commission Chair Kathy

Dorgan presented the 2025 Plinth Project sculptures for exhibition.

Councilmembers asked clarifying questions.

Councilmember Green moved, seconded by Councilmember Vanderpool, to approve the recommended sculptures for the 2025 Percival Plinth Project Exhibition. The motion passed by the following vote:

Aye: 6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Gilman, Councilmember Green, Councilmember Madrone and Councilmember Vanderpool

Excused: 1 - Councilmember Cooper

6.B [25-0154](#) Approval of Recommendation to Transition the Cultural Events Program to a Sponsored Approach

Culture and Belonging Manager Olivia Salazar de Breaux and Parks, Arts and Recreation Manager shared an overview of the recommendation to transition the cultural events program and sponsored approach.

Councilmembers asked clarifying questions.

Councilmember Gilman moved, seconded by Councilmember Madrone, to approve the recommendation to transition to a sponsored approach for cultural event programming.. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Gilman, Councilmember Green, Councilmember Madrone and Councilmember Vanderpool

Excused: 1 - Councilmember Cooper

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney reported that staff are putting together a list of all the Federal funding the City receives. He noted he will be speaking with Councilmembers to update them on the status of the Worker's Bill of Rights. Mr. Burney also shared reflections regarding the service and leadership of Mr. Simmons as he leaves the City organization.

Mr. Simmons shared some words of thanks and thoughts.

10. EXECUTIVE SESSION

10.A [25-0177](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110
(1)(c) - Real Estate Matter

Mayor Payne recessed the meeting at 7:47 p.m. He asked the Council to reconvene in 10 minutes for an Executive Session pursuant to RCW 42.30.110(1)(i) to discuss a real estate matter.

Mayor Payne reconvened the meeting at 7:57 p.m. He announced no decisions would be made, the meeting was expected to last no longer than 90 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

10. ADJOURNMENT

The meeting adjourned at 9:02 p..m.



City Council

Approval of the Proposed 2025 Youth Council Work Plan

Agenda Date: 3/4/2025
Agenda Item Number: 4.B
File Number:25-0199

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

Title

Approval of the Proposed 2025 Youth Council Work Plan

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee recommends approval of the proposed 2025 Youth Council Work Plan.

City Manager Recommendation:

Move to approve the Proposed 2025 Youth Council Work Plan.

Report

Issue:

Whether to approve the Proposed 2025 Youth Council Work Plan.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

At their February 2 and February 19, 2025, meetings the Olympia Youth Council discussed, and approved the proposed 2025 Work Plan. The Work Plan includes briefings and discussion on chapters of the Comprehensive Plan; several topics the Youth Council asked for briefings on related to housing, transportation and social media; along with planning for upcoming Youth Council recruitment. Room was left on the work plan for items, interests and issues that may come up throughout the year.

The Community Livability & Public Safety Committee approved the proposed 2025 Youth Council Work Plan at their February 26, 2025 meeting.

Climate Analysis:

This project is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

Based on data from the Washington State Office of Superintendent of Public Instruction's "Report Card", minority enrollment in Olympia's schools is at 40% and approximately 20% of students are economically disadvantaged. (This data does not include students who are not in traditional schools, like home school or G.E.D programs.) One of the main goals of a Youth Council is to engage and lift up voices and perspectives of people who are often excluded from decision making and lack access to power.

Neighborhood/Community Interests (if known):

Youth in our community have expressed an interest in participating in decision making that effects their future.

Financial Impact:

There is \$20,000 budget for Youth Council support and activities.

Options:

1. Move to approve the proposed 2025 Youth Council Work Plan.
2. Move to approve the proposed 2025 Youth Council Work Plan with amendments.
3. Take other action.

Attachments:

Proposed 2025 Work Plan

City of Olympia Youth Council – 2025 Work Plan DRAFT

Feb 5, 2025 – Business Meeting – Chambers

- Intro to Comprehensive Plan and briefing discussion of Public participation Chapter
- Work Plan Discussion

Feb 19, 2025 – Business Meeting – Virtual

- Comprehensive Plan - Transportation Chapter
- Recruitment Planning

Mar 5, 2025 – Business Meeting - Chambers

- Social Media Protocols/Planning
- Recruitment Planning/Subcommittee Work

Mar 19, 2025 – Business Meeting - 207

- Comprehensive Plan – TBD Chapter
- Recruitment Planning/Subcommittee Work

April 16, 2025 – Business Meeting - 207

- Comprehensive Plan – Climate Chapter
- Overdose Prevention Day Proclamation/Public Service Campaign Discussion
- Recruitment Planning/Subcommittee Work

May 17 – Recruitment Event – Tentative Date

May 21 – Business Meeting - 207

- Comprehensive Plan – TBD Chapter
- Housing/Homelessness Briefing
- Recruitment Event Debrief

June – No Business Meeting

July – No Business Meeting

August 20 - Business Meeting – 207

- Comprehensive Plan – TBD Chapter
- Intercity Transit Briefing

September 17 – Business Meeting - 207

- Welcome New Members/Team Building
- 2026 Work Plan Discussion

October 15 – Business Meeting - 207

- 2026 Work Plan Finalization

November – No Meeting

December – No Meeting

To be scheduled

- Joint meeting with Lacey Youth Council



City Council

Approval of a Resolution Authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan

Agenda Date: 3/4/2025
Agenda Item Number: 4.C
File Number:25-0180

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

Title

Approval of a Resolution Authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan.

Report

Issue:

Whether to approve a Resolution authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan.

Staff Contact:

Patrick Knouff, Project Coordinator, Public Works Engineering, 360.753.8352.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Olympia has a diverse facility portfolio which houses the City's administration, public safety, recreation, maintenance and operations, and emergency services. The City began to formally document facility conditions for City owned buildings in 2008. The Facility Condition Assessment (FCA) was updated in 2013 and 2019. This project would provide an update to the 2019 FCA.

The primary reason for updating the FCA is to leverage the combined expertise of independent

facility professionals and City staff to provide an iterative update of building systems conditions and a repair/improvement cost projection every 5 years.

These reports and the facility performance benchmarks support reoccurring, long-range facility master planning and budgeting updates. Each iteration reviews, verifies, and documents current conditions, and observes deficiencies and opportunities, which contribute towards sustaining the City's proactive asset management strategy.

The City is committed to taking bold action on climate change and continuing its environmental leadership to create a more sustainable and climate-resilient city. This includes the coordination and implementation of policies and programs that promote energy efficiency and greenhouse gas emissions reductions in its own operations. On April 19, 2022, City Council established a 2030 Greenhouse Gas Emissions Reduction Target through Resolution M-2320 and have made building electrification one of the city's top priorities.

The Building Electrification Plan will include a decarbonization roadmap, detailed energy use for each facility, opportunities for electrification, onsite renewable energy opportunities, energy storage systems opportunities, and projected cost analysis, as well as recommend actions that the City should implement to achieve carbon neutrality at its facilities.

The Association of Washington Cities is also accepting applications for the Energy Audit Grant Program. The purpose of the program is to:

- Assist cities that own Tier 1 and Tier 2 covered buildings in completing energy audits.
- Collect data on the costs for cities to comply with the state's Clean Buildings Performance Standard.

Staff intends to apply for this grant to broaden the building electrification portion of this assessment. Any grant funds awarded to the city will offset costs associated with the Building Electrification Plan.

Climate Analysis:

This work will analyze City facilities and provide data to inform facility improvement decisions that will reduce energy use in existing buildings, increase the production of local renewable energy, and electrify buildings to phase out natural gas. This work is expected to contribute to a long-term reduction in greenhouse gas emissions.

Equity Analysis:

The work is integral to the Facility Master Planning process which ensures that the City's facilities can meet the public's ongoing and future needs. These facilities directly or indirectly support all Olympians.

Neighborhood/Community Interests (if known):

This work directly informs efforts to reduce the impacts of climate change throughout the City, a significant topic of interest and concern for the community.

Financial Impact:

The Professional Services Agreement for the Facility Condition Assessment and Building

Electrification Plan is funded through Fund 506, Facilities.

The agreement has a not to exceed contract amount of \$498,341.16.

- Facility Condition Assessment - Approximately \$150,000
- Building Electrification Plan - Approximately \$250,000
- Optional Work - Approximately \$75,000
- Management Reserve - \$25,000

There are sufficient monies in the Facilities fund to pay for these engineering services. However, there is a grant available through the Association of Washington Cities, that may offset \$90,000.00 to \$150,000.00 of the project costs. Any grant funds awarded to the City will offset costs associated with the Building Electrification Plan.

Options:

1. Move to approve a Resolution authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan.
2. Do not approve a Resolution authorizing a Professional Services Agreement with McKinstry Essention, LLC for the Facility Condition Assessment and Building Electrification Plan.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR A FACILITY CONDITION ASSESSMENT AND BUILDING ELECTRIFICATION PLAN.

WHEREAS, the City of Olympia began to formally document facility conditions for City owned buildings in 2008. The Facility Condition Assessment (“FCA”) was updated in 2013 and 2019; and

WHEREAS, in 2019 the legislature passed a Clean Buildings law, providing that Clean Buildings are essential to meeting the state’s energy goals; and

WHEREAS, a Building Electrification Plan (“BEP”) is essential to transitioning the City’s facilities to clean buildings; and

WHEREAS, each assessment performed by the City documents current conditions, records deficiencies, and allows the City to proactively manage its assets; and

WHEREAS, this professional service agreement for a Facility Condition Assessment with a Building Electrification Plan will leverage the expertise of a multi-disciplinary team of consultants and City staff, to provide knowledge that will assist the City in moving toward its net-zero emissions goals;

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

1. The Olympia City Council hereby approves the professional services agreement with McKinstry Essention, LLC for engineering services for the Facility Condition Assessment And Building Electrification Plan as well as the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the professional services agreement for engineering services for the Facility Condition Assessment And Building Electrification Plan and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
FACILITY CONDITION ASSESSMENT AND ELECTRIFICATION PLAN SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and McKinstry Essention, LLC, a Washington limited liability company. ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of conducting a Facility Condition Assessment (FCA) and Building Electrification Assessment (BEA) for 15 City owned facilities.; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A," Scope of Work attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative. The Consultant shall provide the services in the Optional Scope of Work in Exhibit "A" when and if directed to do so, in written notice, by the City's Contract Manager for this Agreement.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than March 31, 2026 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Primary and Optional Services, as directed by the City's Contract Manager, the City agrees to pay the Consultant an amount not to exceed Four Hundred Ninety-Eight Thousand Three Hundred Forty One and 16/100 Dollars (\$498,341.16) calculated as follows:

Scope of Work

(i) Consultant's Fee. An amount not to exceed the sum of Three Hundred Ninety-One Thousand Eight Hundred Sixty-Nine and 52/100 Dollars (\$391,869.52), calculated on the basis of

the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B and

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by consultant in performing the Services including Mileage and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed Six Thousand Nine Hundred Fifty and no/100 Dollars (\$6,950.00).

If the Optional Scope of Work is approved by the City's Contract Manager, additional compensation is as follows:

(i) Consultant's Fee. An amount not to exceed the sum of Ninety-Eight Thousand Two Hundred Seventy-One and 64/100 Dollars (\$98,271.64), calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B and

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by consultant in performing the Services including Mileage and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250.00).

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

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

5. Contract Managers.

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

Consultant

Ty Druffel
Government Account Executive
5005 3rd Ave S, Seattle, WA 98134
tydr@mckinstry.com
509.339.3700

City of Olympia

Patrick Knouff
Project Manager

P.O. Box 1967
pknouff@ci.olympia.wa.us
360.753.8352

6. Compliance with Laws.

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

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material

violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

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

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

10. Confidentiality.

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

11. Indemnification/Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in

connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

12. Work Product.

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

13. Treatment of Assets.

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

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

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

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

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

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

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

14. Books and Records.

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

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

15. Non-Appropriation of Funds.

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

16. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

CITY OF OLYMPIA

By: _____

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

APPROVED AS TO FORM:


Senior Deputy City Attorney

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

MCKINSTRY ESSENTION, LLC.:

By: _____

Lauren Fruge
Reginal Director
5005 3rd Ave S
Seattle, WA 98134
206.832.8448
Date of Signature: _____



Exhibit A – Scope of Work

City of Olympia | Capital of Washington State

SCOPE OF WORK

Fifteen City owned facilities are to be assessed through the Facility Condition Assessment and Building Electrification Assessment. At each facility, the consultant (“McKinstry”) will inspect all structures and the surrounding grounds. The consultant is expected to produce three stand-alone reports: Facility Condition Assessment, Building Electrification Plan, and Clean Building Act.

No.	Building	Year Built	Address	Square Feet	Replacement Value (2019 dollars)
1	City Hall	2011	601 4 th Avenue E	90,000	\$ 60,162,000
2	Maintenance Center	1975	1401 Eastside St. SE	51,396	\$ 20,912,000
3	OFD Station 1	1992	100 Eastside St. NE	26,500	\$ 12,633,000
4	OFD Station 2	1991	330 Kenyon St. NW	12,000	\$ 5,884,000
5	OFD Station 3	1992	2525 22nd Ave SE	7,000	\$ 3,118,000
6	OFD Station 4	2011	3525 Stoll Rd. SE	12,000	\$ 5,884,000
7	OFD Training Center	2011	1305 Fones Rd. SE	9,050	\$ 1,022,000
8	Washington Center	1985	512 Washington St. SE	40,600	\$ 24,977,000
9	Hands on Children’s Museum	2012	414 Jefferson St. NE	28,000	\$ 19,081,000
10	Olympia Center	1986	222 Columbia St. NW	56,147	\$ 37,533,000
11	Timberland Library	1978	313 8th Ave. SE	22,500	\$ 8,907,000
12	Squaxin Park Office		2600 East Bay Dr. NE	9,500	
13	108 State	1912	108 State Avenue NW	12,790	\$ 8,833,000
14	B-22 Building	1962	2200 Boulevard Rd. SE	2,000	\$ 348,000
15	Farmers Market		700 Capitol Way N	18,000	TBD

A. ***FCA Scope of Work***

The consultant will provide detailed inspections and assessments of all facilities listed above by architectural and engineering professionals or other equivalent facility assessment professionals, such as building surveyors, to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action. The project team will include a professional cost estimator with similar work experience and local knowledge of current cost rates in the greater Puget Sound Area. The FCA will focus on but not be limited to the following systems:

- Building envelope
- Structural system, including ASCE 31 seismic assessments (rapid visual assessment is acceptable)
- Electrical system
- Mechanical system
- Plumbing system

- Emergency power and supply
- Roof
- Fire protection/alarms
- Interior finishes (provide rating system only—do not inspect)
- Elevator system (if applicable)
- Building grounds and pavement
- Complete assessment of one fuel island that includes two underground tanks.
 - Test all components of fuel system.
 - Verify standby, automation and proper operation of fuel supply system.
 - Comply with Department of Ecology regulations.
 - Training and overview of equipment.

B. BEA Scope of Work

The consultant will provide basic, comprehensive, and investment grade energy assessments and make ECM (Energy Conservation Measure) recommendations, including preparing investment payback/returns of proposed improvements, and any cost-share opportunities. ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) Level II equivalent assessments should be performed, and cost quotes on a per building or per square foot basis provided, as the duration of work may be multi-phased. Consultant will conduct additional Clean Building required tasks, including Lifecycle Cost Analysis in accordance with the State’s performance standard Annex X (Investment Critical Pathway), for Tier 1 buildings above or near their EUI target.

An Energy Roadmap will be included with recommended asset replacement and other EEM (Energy Efficiency Measures) and ECM (Energy Conservation Measure) on an annual basis between 2025 and 2030. This roadmap should consider recommendations on an asset-by-asset basis across the 15 facilities, as opposed to annual full building retrofits. Prioritize return on investment, “low-hanging fruit,” and general affordability in their recommendations.

C. Reveal Software Scope of Work

- a. Facility Condition Assessment
 - i. FCI scoring that includes targets per facility and capital funding needed to achieve the target.
 - ii. Observed deficiencies and predicted renewals looking out 20 years broken out and filtered per facility, asset, building system, criticality, energy impacts, ADA improvements, building electrification, clean building act, and portfolio changes.
 1. The city and consultant will agree on a reasonable scoring system for incorporating ADA ratings into Reveal platform.
 - iii. Current Replacement Value (CRV) per facility updated with modifiable escalation and capital investments based on economic and portfolio changes into the future. This could also include a modifiable tool that values leasing per SQFT for individual facilities based on current condition of the facilities.
 - iv. Capital planning tools should include metrics based on facility age, condition, lifecycle replacement, operation & maintenance staff levels, and capital investments. One of the national benchmarks is to use 2-5% of CRV annually to show different levels of capital funding needed to address the deliverables identified through the FCA and BEA. Create different visualization tools to show different funding scenarios and approaches.

- b. Building Electrification Plan
 - i. Overall energy use intensity scores and or energy star ratings for all our facilities. This should include the EUI and EUIt especially for the Clean Building Act tier 1 and 2 facilities.
 - ii. Display key metrics such as total energy consumption, total GHG emissions and total renewable energy. This could be updated annually to show a dashboard of how we are doing in our portfolio overall.
 - iii. Overall investments, tools, and measures needed to get to carbon neutral.
 - iv. Investment strategies to become all electric and eliminate all-natural gas.
 - v. Incorporate current solar array dashboards with Reveal. This would include City Hall, Timberland Library, and OFD-1.
 - vi. Show facilities complying with LEED standards and a brief overview of what that means.
- c. Consultant will embed PowerBI and other reporting into the Reveal dashboard where limitations exist.

OBJECTIVES

A. FCA Objectives

The FCA will expand upon all previous assessments by including:

- The surrounding facility grounds
- Potential energy savings
- Opportunities in renewable energy
- Transitioning away from natural gas to 100% building electrification
- Incorporating existing ADA assessment data into project recommendations where appropriate

The 2019 FCA data is organized by the ASTM Uniformat standard categorization of building systems and remains consistent with industry standards. As with previous assessments, the FCA building components will be evaluated at Level 3, Subsystems. Subsystem definitions define what is included, expected useful life, and condition scoring criteria for each subsystem.

B. BEA Objectives

The BEA must include specific details regarding energy efficiency, electrification, onsite renewable energy, and energy storage systems, as well as other actions that the City should implement to achieve carbon neutrality at the 15 identified Facilities. Recommendations of DER (Distributed Energy Resource) applicability for sites is also desired.

INFORMATION AVAILABLE FROM THE CITY

To the extent possible, Facility staff will be available to provide daily use patterns and walk-through each facility, and utility bill history will be provided. The following documents are available upon request:

- 2021 ADA Self-Evaluation and Transition Plan
- 2019 Facility Condition Assessments
- 2013 Facility Condition Assessment
- 2008 Buildings Condition Assessment
- Facility As-Built Plans or Record Drawings (where available)

These documents are provided for reference only. They help establish a baseline of data to be collected and analyzed.

TASKS

A. FCA Tasks

- To enhance the FCA process, a workshop will be held to capture information from City Facilities Operations and Maintenance staff on recent facility systems upgrades and maintenance issues. City staff will be available to walk each facility with the consultant.
- Integration of all assets into “Asset Essentials” software, system used for work orders.
- Integration of FCA and BEA into Reveal software for capital planning and visualization. Includes updating data five times total or once a year for a 5-year plan.
- Integration of existing ADA transition plan into FCA and Reveal software.

B. BEA Tasks

Tasks to include the following, but not limited to:

PHASE 1: DISCOVERY

1.1 Review Available Data

In addition to the data provided by the City during the FCA portion of the project, the City will provide the following information:

- Existing current long term capital improvement / building replacement plans
- Utility billing information for previous three years, potentially more depending on COVID occupancy impacts
- Available BAS trend data and other energy loggers, actual heating/cooling input and output temperature

McKinstry will:

- Produce 360 cameras/scanner outputs/videos of MEP, roof and structural systems.

1.2 In-person Discovery Workshop and Charter

To ensure full alignment of the City’s desired positive outcomes and to maximize collaboration throughout the City with the study, McKinstry will facilitate an initial in-person discovery workshop at the City. The purpose of this workshop is to verify McKinstry’s understanding of the project’s goals, and how they intersect with the City’s values and other parts of this project. McKinstry will codify the outcomes of this workshop in a project charter to help guide the project throughout its duration.

1.3 Supplement Data with Site Visits

The FCA team and electrification engineers will conduct building site visits, as needed, to fill in data gaps and to identify potential electrification/decarbonization measures.

PHASE 2: DEVELOPMENT AND ANALYSIS

2.1 Assess and Understand Current Carbon State

McKinstry will compile all facility utility data to create a current state carbon profile of existing embodied and operating carbon footprints. Priority should be given to required Clean Building act 1976 to show tier 1 and tier 2 facilities. Report should show current EUI and EUI_t with roadmap of operational and capital resources needed to comply for facilities over 20,000 sqft and to include energy management plan in alignment with clean building compliance.

2.2 Generate and Define Decarbonization Measures

McKinstry will identify initial “ideal future state” electrification and decarbonization improvements. As a part of this work, McKinstry will:

- Incorporate energy efficiency measures proposed during the energy audits, including lighting, motor improvements, envelope, active energy management, vacancy switching and plug load reduction programs.
- Identify most effective strategy for electrifying each building listed under the boundary section above and taking into consideration the replacement schedule derived from the facility condition assessments, including:
 - Distribution temperature requirements relative to lower output heat pumps
 - High-level (ROM) structural analysis to determine potential locations of new equipment
 - Schematic level scope descriptions for building specific electrification measures
- Identify potential microgrid or larger district energy/thermal sharing opportunities
- Identify potential onsite solar opportunities, including:
 - Helioscope models for identified roof, ground mount, and carport opportunities
 - PSE net metering and interconnection requirements
 - Existing electrical panel capacity
 - Preliminary structural assessment of solar rooftop locations
- Evaluate energy storage/battery solutions relative to resiliency/system criticality for each facility
- Determine any electrical upgrades needed for net building electrification, load reduction and onsite renewables.
- Establish recommendations for reducing embodied carbon through future construction and proposed retrofits.
- Evaluate options for an integrated portfolio-wide BAS system
- Provide input on beneficial strategies to extend the value of the decarbonization process, including ventilation, lighting, acoustics, thermal comfort and visibility
- Create recommendations for other non-power using O&M strategies to reduce emissions

2.3 Resiliency Evaluation

McKinstry will conduct a resiliency evaluation of each facility including:

- Recommendations for designated critical facilities and community resiliency hubs
- Strategies for passive and unpowered operability

2.4 Estimate Baseline & Proposed Measure Costs & Savings

McKinstry will leverage measure scope descriptions to estimate first cost ranges as well as operational cost and emissions reductions.

- Create high level baseline annual capital and O&M spend based on historical data from 2025 – 2040 using assumptions about major equipment and roof replacement dates
- Calculate approximate energy use, energy cost, and carbon reduction for the proposed measure strategies
- Estimate upgrade cost ranges for the proposed measure strategies
- Evaluate opportunities for available utility, local, state, and federal financial incentives

2.5 Financial Analysis

McKinstry will provide an overall financial analysis which integrates the elements above, including:

- Annual utility savings estimates
- Electrification and decarbonization measure cost estimates
- Delta of decarbonization measure minus business-as-usual capital maintenance costs
- Utility escalation, including natural gas price shock scenarios

PHASE 3: SYNTHESIS

McKinstry will:

- Generate Zero-Over-Time strategy for long-term planning
- Generate recommended first phase implementation program, targeting value maximization and catalyzation of decarbonization process through targeted “quick wins”
- Provide final report including recommendations, executive summary, existing conditions, proposed decarbonization measures, financial analysis, and roadmap. All buildings will be included in a single report
- Integrate BEA findings into Reveal software to align with FCA capital planning tool. Includes updating data five times total or once a year for a 5-year plan.
- Present study findings, to include a PowerPoint presentation.

DELIVERABLES

The Consultant shall develop a database using the REVEAL software. The purpose of the database is to facilitate ongoing monitoring and updating of the final Comprehensive Plan by City Staff. The database shall correlate all components of the transition plan including but not limited to Compliance and Facility Reports, Facility Diagrams, Transition Plans, Reference Drawings, Standard Drawings, and Photographs. The database shall be the property of the City of Olympia when the compilation is complete.

Recommendations will be organized to identify interconnectedness/cascading impacts of potential projects, and may incorporate energy star ratings, LEED building standards, and building value for enterprising (i.e., leasing value).

The outcome of the BEA should be a report that addresses and defines the specific actions, the timeline, and the estimated cost at each facility. The deliverables must include all calculations, emissions predictions, life cycle cost summaries, and references cited, as well as recommendations on any incentives that could be leveraged to implement identified solutions.

The BEA final report should also include an assessment of how improvements will impact the resiliency of each facility, including grid power outages, and recommendations on how to lower greenhouse gas emissions during future operating years, which should include recommendations on avoiding embodied carbon emissions (e.g., in the course of remodeling or other actions).

COST PROJECTIONS

The updated condition and cost projection data for the City's facility assets should be based upon a parametric approach that is consistent with supporting effective capital and operations/maintenance planning and budgeting. Cost is based upon current market costs for facilities and building systems in the Puget Sound market. This approach is not intended to replace typical project planning, budgeting, and due diligence. All cost projections represented in this report will reflect 2024 – 2025 dollars and labor, materials, and markups. A standard markup factor of 134% will be applied to raw labor and material costs necessary to repair or replace systems, as follows:

- Design scope contingency 30%
- General Contractor Markups (overhead & profit) 20%
- Project Soft Cost (inhouse & consultant) 50%

The FCA will incorporate the following elements:

- The existing ADA Transition Plan
- A Building Electrification Plan to convert all current natural gas equipment to electricity
- The House Bill 1976 Clean Building Act to include energy saving opportunities for compliance
- All facility capital planning used to update the City's Facility Master Plan

ASSUMPTIONS & EXCLUSIONS

- McKinstry will staff this project and deliver the services consistent with industry best practices
- Consultant will prioritize the completion of ASHRAE Level 2 Energy Audits for the city's tier 1 buildings per the Association of Washington Cities (AWC) Energy Audit Grant completion timeline. If unable to complete all audit requirements detailed in Request For Application by

May 30th, 2025, Consultant will provide reporting and full invoicing of work completed by May 29th, 2025, to submit to AWC for reimbursement. If grant funding deadlines are extended, consultant will conduct assessments in industry standard sequence of events.

- Consultant will assist the City of Olympia with current and future grant pursuits that may be applied to the scopes of work detailed above, and reimbursed retroactively
- Work will be executed during normal business hours; Monday-Friday 7am-5pm.
- Client staff and vendors will work with McKinstry to assist with information gathering and building access to allow for an effective and valuable delivery of our scope of work.
- Client will provide McKinstry access to their BAS and CMMS systems and provide an excel spreadsheet of all assets CMMS system.
- Owner will provide as-built drawings (architectural, structural, mechanical, electrical, and plumbing) for all buildings listed in scope.
- Owner will provide previous reports and/or studies (e.g., Facility Condition Assessments, Investment Grade Audits, etc.) showing estimated life remaining for mechanical, electrical, and plumbing equipment.
- Best vantage point will be used if an asset is obscured or otherwise not directly accessible.
- Condition assessment is a visual inspection only and no structural testing of components or materials will be undertaken.
- Any variation from the proposed scope, such as additional site visits or revisits, requires a change order. Change orders must be submitted in writing and approved before initiating new work.
- Final report to be agreed upon 45 days before final delivery.
- Mold, asbestos, or other hazard remediation costs are not included.
- Excludes personal property in all rooms, furniture, fixtures, and equipment (appliances, hoists, portable HVAC units, commercial kitchen equipment).
- Equipment will not be de-energized or energized.
- City is responsible for providing any campus/private meters
- City will give Consultant access to the ENERGY STAR Portfolio Manager profiles for facilities in this scope (if they exist)
- Projected dates are subject to change based on City team member availability
- No repair work or EEM implementation verification will be completed under this scope of work. This includes submetering which would require additional scope of work.
- Except for previously stated items that may be expedited, Consultant anticipates starting this work within 30 days of contract signature.

(OPTIONAL SCOPE OF WORK) PHASE 4: CLEAN BUILDINGS SUPPORT

This optional scope of work is detailed for potential work to be provided by McKinstry under this agreement, dependent upon grant funding surrounding Clean Buildings Performance Standard initiatives, or budget considerations. No work shall be provided under this Optional Scope of Work without prior written approval of the City's Contract Manager for this Agreement:

- Complete energy assessment/study of Squaxin Park Office, OFD Training Center, OFD 3, and B-22 Building to include in overall reporting and BEA plan.
- Develop Energy Management Plan and Operations & Maintenance Plan per CBPS requirements.

- Consultant will conduct additional Clean Building required tasks, including Lifecycle Cost Analysis in accordance with the State's performance standard Annex X (Investment Critical Pathway), for Tier 1 buildings above or near their EUI target.
- QR/Bar Code Tagging and documenting critical assets in conjunction with facility condition assessment.
- Perform annual updating of FCA Workbook and REVEAL Capital Planning platform by collecting updates from city staff and refreshing data each calendar year. Consultant and the city will agree on an annual NTE amount that may be increased with a change-order if determined necessary. Consultant will charge a one-time fee upon platform implementation covering future annual fees at the NTE amount.
- Note: A Management Reserve is listed in Exhibit B for work to be performed on the optional scope of work. The Management Reserve will only be used with prior written approval of the City's Contract Manager for this Agreement.

Exhibit B - Consultant Estimated Fee Total and Labor Rates

The Consultants, and Subconsultants, proposed hours are an estimate detailing the level of detail projected per scope of work. The estimated hours are subject to change and vary per task based upon project requirements and Client needs.

Time Period	McKinstry Scope of Work																
Discipline	FCA BEA																
Personnel Category	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Labor Cost
Sr. Project Manager	\$ 208.27																\$ 23,117.97
Sr. Account Manager		\$ 214.45															\$ 5,575.70
Lead Facility Assessment Consultant (FCA Assessor)			\$ 216.60														\$ 61,947.60
Program Manager (FCA)				\$ 225.62													\$ 14,665.30
Program Manager (REVEAL)					\$ 225.62												\$ 9,024.80
Lead Building Energy Engineer (Qualified Person/Audit Team Lead)						\$ 236.40											\$ 8,037.60
Building Energy Specialist (ESPM SME)							\$ 182.55										\$ 9,492.60
Sr. Building Energy Engineer (CBPS SME/QEA)								\$ 208.27									\$ 28,741.26
Building Energy Engineer									\$ 194.46								\$ 96,452.16
Estimator										\$ 224.72							\$ 25,618.08
Administrative Support											\$ 157.00						\$ 3,140.00
Operations Director (Comnined)												\$ 328.00					\$ 5,904.00
Regional Director													\$ 356.53				\$ 1,782.65
Sr. Program Manager (Energy)															\$ 236.40		\$ 21,748.80
Graphic Design																\$ 157.00	\$ 2,198.00
Task Description	A	B	C	D	E	F	G	H	H	F	G	H	H	H	H	H	Labor Cost
Facility Condition Assessment	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$
Facility Condition Assessment	54	20	245	60		12				24	12	8	3	6			\$ 97,365.85
QR/Barcode Asset Tagging	2		37	5													\$ 9,558.84
REVEAL Dashboard Implementation: Initial Setup + Decarb Customization	6				40						2						\$ 10,588.42
BEA Energy Audits (11 Buildings)	45	4	4			12	0	108	496	90	2	2	2	16			\$ 158,568.73
BEA Decarbonization Plan, Resiliency Evaluation, and Reporting											2	8		70	14		\$ 21,684.00
CBPS Benchmarking	4	2				10	52	30			2						\$ 19,680.68
MCKINSTRY LABOR TOTAL	111	26	286	65	40	34	52	138	496	114	20	18	5	92	14		\$317,446.52
Reimbursables																	\$3,500.00
MCKINSTRY TOTAL FEE																	\$320,946.52
Subcontractor #1 - STANTEC TOTAL FEE																	\$71,035.00
Subcontractor #2 - SAYBR TOTAL FEE																	\$6,838.00
TOTAL COMBINED FEE																	\$398,819.52
Optional Scope of Work Fee																	\$99,521.64

Time Period	Stantec Scope of Work									
Discipline	FCA BEA									
Personnel Category	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Labor Cost
Principal/Director: Engineering	\$ 290.00									\$ 2,320.00
Associate Principal Engineer		\$ 280.00								\$ 2,240.00
Sr Associate Engineer			\$ 254.00							\$ 6,096.00
Sr Engineer				\$ 228.00						\$ 36,480.00
Senior Project Manager					\$ 217.00					\$ 4,557.00
Project Manager						\$ 183.00				\$ 3,294.00
Sr. Facility Assessment Consultant							\$ 228.00			\$ 10,944.00
Facility Assessment Consultant								\$ 217.00		\$ 2,604.00
	A	B	C	D	E	F	G	H		
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Labor Cost
Facility Condition Assessment	4			16		6	48	12		\$19,454.00
Energy Audits	2		8	84	9	6				\$24,815.00
Electrification/Decarbonization Reporting	2	8	16	60	12	6				\$24,266.00
										\$0.00
										\$0.00
LABOR TOTAL	8	8	24	160	21	18	48	12		\$68,535.00
Reimbursables										\$2,500.00
TOTAL FEE										\$71,035.00

FIRM	Saybr Contractors, Inc.
Discipline	FCA - Underground Tank Assessment

Personnel Category	Rate	Rate	Rate	Rate	Labor Cost
Assessment Technician	\$ 153.00				\$ 2,448.00
Labor & Electronic Technician		\$ 153.00			\$ 1,836.00
Pipefitter			\$ 224.00		\$ 896.00
Operator				\$ 177.00	\$ 708.00
	A	B	C	D	
Task Description	Hours	Hours	Hours	Hours	Labor Cost
Underground Fuel System Inspection (2)	16	12	4	4	\$5,888.00

LABOR TOTAL	16	12	4	4	\$5,888.00
Reimbursables					\$950.00
TOTAL FEE					\$6,838.00

Time Period	McKinstry Optional Scope of Work															
Discipline	FCA BEA															
Personnel Category	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Labor Cost
Sr. Project Manager	\$ 208.27															\$ 3,957.13
Sr. Account Manager		\$ 214.45														\$ 428.90
Lead Facility Assessment Consultant (FCA Assessor)			\$ 216.60													\$ 9,530.40
Program Manager (FCA)				\$ 225.62												\$ 2,707.44
Program Manager (REVEAL)					\$ 225.62											\$ 4,061.16
Lead Building Energy Engineer (Qualified Person/Audit Team Lead)						\$ 236.40										\$ 9,692.40
Building Energy Specialist (ESPM SME)							\$ 182.55									\$ 18,802.65
Sr. Building Energy Engineer (CBPS SME/QEA)								\$ 208.27								\$ 15,828.52
Building Energy Engineer									\$ 194.46							\$ 1,944.60
Estimator										\$ 224.72						\$ 2,696.64
Administrative Support											\$ 157.00					\$ 785.00
Operations Director (Comnined)												\$ 328.00				\$ -
Regional Director													\$ 356.53			\$ -
Sr. Program Manager (Energy)														\$ 236.40		\$ 2,836.80
Graphic Design															\$ 157.00	\$ -
Task Description	A	B	C	D	E	F	G	H	H	F	G	H	H	H	H	Labor Cost
Remaining BEA Energy Audits (4 Buildings)	3					10	46			12	2					\$ 14,396.75
REVEAL Annual Platform Update (upfront charge, expiring June 2030)	3		14	4	18				10					12		\$ 13,402.25
FCA Upload to CMMS Platform	1		30	8							2					\$ 8,825.23
CBPS Lifecycle Cost Analysis and QEA Reporting Tier 1 Building Energy Audits	4	2				21		38			1					\$ 14,297.64
CBPS Energy Management Plan & Operations & Maintenance Plan Development	8					10	57	38								\$ 22,349.77
Management Reserve																\$ 25,000.00
LABOR TOTAL	19	2	44	12	18	41	103	76	10	12	5	0	0	12	0	\$98,271.64
Reimbursables																\$1,250.00
TOTAL FEE																\$99,521.64

CONSULTANT ESTIMATED FEE TOTAL & LABOR RATES

SCOPE OF WORK	FEE
Primary Scope of Work	
Facilities Condition Assessment	\$122,707.85
QR/Barcode Asset Tagging	\$9,558.84
REVEAL Dashboard Implementation: Initial Setup + Decarb Customization	\$10,588.42
BEA Energy Audits (11 Buildings)	\$183,383.73
BEA Decarbonization Plan, Resiliency Evaluation, and Reporting	\$45,950.00
CBPS Benchmarking	\$19,680.68
Reimbursables	\$6,950.00
Total	\$398,819.52

Optional Scope of Work	
Remaining BEA Energy Audits (4 Buildings)	\$14,396.75
REVEAL Annual Platform Update (upfront charge, expiring June 2030)	\$13,402.25
FCA Upload to CMMS Platform	\$8,825.23
CBPS Lifecycle Cost Analysis and QEA Reporting Tier 1 Building Energy Audits	\$14,297.64
CBPS Energy Management Plan & Operations & Maintenance Plan Development	\$22,349.77
Reimbursables	\$1,250.00
Management Reserve - for unknown expenses that may arise	\$25,000.00
Total	\$99,521.64

Potential Grant Funding (as of 2/6/2025)	Amount
AWC Energy Audit Grants	\$90,000-150,000
Commerce Tier 2 Benchmarking & EMP/O&M Grant. Available in June of 2025 with a project \$0.30 per SF for tier 2 buildings	\$35,280.00
Total Potential Grant Funding	\$125,000-\$185,000

MCKINSTRY STAFF RATES	
	Total Hourly Rate (STD)
Lead Building Energy Engineer - TS	\$236.40
Sr. Building Energy Engineer - TS	\$208.27
Building Energy Engineer - TS	\$194.46
Building Energy Specialist - TS	\$182.55
Building Energy Analyst - TS	\$164.88
Estimator	\$155.00
Sr. Account Manager - TS	\$214.45
Lead Facility Assessment Consultant - TS	\$216.60
Sr. Facility Assessment Consultant - TS	\$208.27
Facility Assessment Consultant - TS	\$186.36
Sr. Facility Operations Consultant - TS	\$208.27
Facility Operations Consultant - TS	\$186.36
Senior Project Manager - TS	\$208.27
Project Manager - TS	\$192.37
Sr. Business Operations Analyst	\$157.41
Regional Director - TS	\$356.53
Operations Director - TS	\$328.00
Principal Engineer-Technical Services	\$237.18
Operations Manager - TS	\$250.31
Sr Program Manager - TS	\$236.40
Program Manager - TS	\$225.62
Graphic Design	\$157.00
STANTEC STAFF RATES	
Principal/Director: Engineering	\$290.00
Associate Principal Engineer	\$280.00
Sr Associate Engineer	\$254.00
Sr Engineer	\$228.00
Senior Project Manager	\$217.00
Project Manager I - Energy	\$183.00
Sr. Facility Assessment Consultant - TS	\$228.00
Facility Assessment Consultant - TS	\$217.00
SAYBR STAFF RATES	
Assessment Technician	\$153.00
Labor & Electronic Technician	\$153.00
Pipefitter	\$224.00
Operator	\$177.00

Exhibit "C"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

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

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

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

(Signature)

(Date)

Print Name of Person Signing

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

(Sole Proprietor Signature)

(Date)

Exhibit "D"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Consultant Name

Signature

Name (please print)

Date

Title



City Council

Approval of an Ordinance Amending Olympia Municipal Code Title 13.20 Related to LOTT Regulations

Agenda Date: 3/4/2025
Agenda Item Number: 4.D
File Number:25-0185

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Title 13.20 Related to LOTT Regulations

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Title 13.20 related to LOTT regulations.

Report

Issue:

Whether to approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Title 13.20 related to LOTT regulations.

Staff Contact:

David Dunn, Engineer II, Public Works Water Resources, 360.753.8562

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The LOTT Clean Water Alliance (LOTT) provides wastewater treatment for the City of Olympia as well as Thurston County and the cities of Lacey and Tumwater. LOTT is a non-profit 501(c)3 corporation, formed by the four government partners under an interlocal agreement. The LOTT Board is composed of one elected official appointed by each of the partner jurisdictions.

The LOTT Budd Inlet Treatment Plant must comply with State and Federal laws, including the Clean Water Act (33 United States Code, Section 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). This work includes monitoring waste streams from industrial dischargers; establishing local limits for metals discharge; issuing permits to Significant

Industrial Dischargers; and enforcing the prohibited discharge standards for materials that would pass through treatment, interfere with the treatment process, or could damage sewer infrastructure or endanger public workers.

The pretreatment regulations adopted by the LOTT Board are included in the municipal codes of all the LOTT partner agencies. In Olympia, these regulations are located in Olympia Municipal Code Title 13.20.

Over the last seven years, LOTT has worked in concert with the cities of Lacey, Olympia, and Tumwater, as well as Thurston County and the Department of Ecology to review the pretreatment regulations and prepare revisions to provide protection to the LOTT treatment system. These revisions have been reviewed and unanimously approved by the LOTT Board. Under the terms of the LOTT Interlocal Agreement, partner agencies have 90 days to adopt the changes to the pretreatment regulations into their municipal codes.

The pretreatment regulations limit what can be discharged into the municipal sewer system. This includes prohibitions on things like motor oil, acidic wastes, or strong oxidizers. Discharges from industrial facilities are controlled; this may involve treatment of the waste stream before it can be discharged. Industrial sites are permitted and required to monitor and report information about their waste to LOTT. The regulations also control the discharge of fats and oils that can plug sewers and result in overflows. Businesses discharging fats and oils are required to install and maintain grease traps at their facilities.

Revisions to these regulations are needed to address State Department of Ecology requirements, make minor typographic corrections, and establish appeal procedures for ordinance violations. These changes include defining and codifying discharge limits for molybdenum discharges (US EPA pollutant of concern); updating requirements and authority for dental office reporting, best management practices and to install and maintain dental amalgam separators; and include specific time-based cleaning frequencies, defined cleaning methods, and establish requirements for repairs and fixture connections.

Climate Analysis:

Adoption of the pretreatment regulations is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

Adoption of the pretreatment regulations will help to protect the Budd Inlet Treatment Plant from process upset, thereby protecting the environment for all city residents.

Neighborhood/Community Interests (if known):

Adoption of the pretreatment regulations is not expected to have an impact on neighborhoods.

Financial Impact:

Adoption of the pretreatment regulations will not have a financial impact on the utility.

Options:

1. Move approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Title 13.20 related to LOTT regulations.

2. Do not approve an Ordinance amending Olympia Municipal Code Title 13.20 related to LOTT regulations.
3. Move approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Title 13.20 regarding LOTT regulations with amendments.

Attachments:

Ordinance

LOTT Pollution Prevention Rules for Businesses Website

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, REPEALING OLYMPIA MUNICIPAL CODE CHAPTER 13.20, WASTEWATER SYSTEM, AND REPLACING IT WITH CHAPTER 13.20, WASTEWATER SYSTEM

WHEREAS, the LOTT Clean Water Alliance Budd Inlet Treatment Plan provides wastewater treatment services for wastewater treatment for the City of Olympia as well as Thurston County and the cities of Lacey and Tumwater; and

WHEREAS, the City of Olympia is a signatory to the governing intergovernmental agreement that created LOTT; and

WHEREAS, the LOTT Budd Inlet Treatment Plant is regulated by the Washington State Department of Ecology under the authority of the US Environmental Protection Agency under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the NPDES permit includes requirements for the quality of the effluent entering Budd Inlet and requirements on what may be discharged to the treatment plant; and

WHEREAS, these pretreatment requirements protect the treatment plant from substances that may damage the treatment works, cause pass-through or interference with the microbial treatment process, or endanger the health or safety of municipal workers; and

WHEREAS, the local pretreatment regulations are the means that LOTT uses to control the discharges from industrial users and limit the discharge of other substances; and

WHEREAS, after regulatory review of the discharge and industrial pretreatment regulations, changes to the regulations were deemed necessary. The changes include typographical corrections, the establishment of an appeal process, updates to the requirements for certain businesses (such as dental offices), and to clarify other requirements; and

WHEREAS, the revisions to the pretreatment regulations have been reviewed and unanimously approved by the LOTT Board on February 12, 2025; and

WHEREAS, under the terms of the LOTT Intergovernmental Agreement, the City of Olympia agrees to adopt the revisions to the pretreatment regulations into their municipal code within 90 days of approval by the LOTT board; and

WHEREAS, the City is adopting the LOTT pretreatment regulations into the Olympia Municipal Code by reference, as if those regulations were fully set forth in the Code; and

WHEREAS, in addition, the City is adopting certain implementing provisions into the Olympia Municipal Code that govern the administration of civil fines when a user has violated or continues to violate a provision of those regulations; these provisions provide for the issuance of such fines, the appeal of fines, and how fines are collected if not promptly paid by the user;

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

Section 1. Repeal and Replace OMC 13.20. Olympia Municipal Code Chapter 13.20, Wastewater System, is hereby repealed in its entirety and replaced with the following:

Chapter 13.20
WASTEWATER SYSTEM

13.20.000 Chapter Contents

Sections:

- 13.20.010 LOTT Discharge and Industrial Pretreatment Regulations Adopted and Incorporated by Reference.
- 13.20.020 Administrative Civil Fine; Administration; Appeal; Collection.

13.20.010 – LOTT Discharge and Industrial Pretreatment Regulations Adopted and Incorporated by Reference

That document titled "LOTT Discharge and Industrial Pretreatment Regulations," as adopted by the LOTT Clean Water Alliance ("LOTT") in 2025, or as subsequently amended, is hereby adopted as the official rules and regulations of the City of Olympia setting forth industrial pretreatment requirements and regulations of discharges into the City's wastewater system. That document is hereby incorporated into this Chapter by reference. As used in those regulations, the term "City" means the City of Olympia.

13.20.020 – Administrative Civil Fine; Administration; Appeal; Collection

When a User, as defined in the LOTT Discharge and Industrial Pretreatment Regulations, has violated or continues to violate a provision of those Regulations, and is subject to an administrative civil fine under those Regulations, the administrative civil fine is administered under section 10.06 of the LOTT Discharge and Industrial Pretreatment Regulations, and as follows:

- A. The Water Resources Director ("Director"), or the Director's designee, after consultation with the LOTT Executive Director, shall determine the amount of an administrative civil fine to be imposed; however, such fine may not exceed the maximum allowed for in the LOTT Discharge and Industrial Pretreatment Regulations.
- B. Upon the Director's imposition of an administrative civil fine upon a User, the Director or designee shall serve a Notice of Administrative Civil Fine ("Notice") either (i) upon the User either personally or by mailing a registered or certified copy of the Notice to such User at the User's last known address or (ii) upon the User's registered agent, either personally or by mailing a registered or certified copy of the Notice to the User's registered agent at the address on file with the Secretary of State. The Director or designee must make proof of service by a written declaration under penalty of perjury executed by the person affecting the service, declaring the time and date of service, and the manner which the service was made. Where the Notice is served by mail, service is complete the date of delivery, as shown by the registered or certified mail receipt. If the User refuses delivery of the Notice, service must be deemed complete the date of such refusal.
- C. A User upon whom an administrative civil fine is imposed may appeal the administrative civil fine as provided in section 10.03 B of the LOTT Discharge and Industrial Pretreatment Regulations.
- D. When the User upon whom an administrative civil fine is imposed does not appeal such civil fine, the civil fine amount determined by the Director or designee is the final civil fine. When the User appeals a civil fine and the LOTT Technical Sub-Committee affirms the civil fine imposed by the Director or designee, the administrative civil fine amount determined by the Director or designee is the final administrative civil fine. When the User appeals an administrative civil fine and the LOTT Technical Sub-Committee changes the administrative civil fine imposed by the Director or designee, the final administrative civil fine is the changed administrative civil fine determined by the LOTT Technical Sub-Committee

- E. The final administrative civil fine is a personal or corporate obligation of the User on whom it was imposed. The final administrative civil fine is due and must be paid by the User within 30 days of the service of the Notice of Administrative Civil Fine, or, if the User appeals the administrative civil fine, within 30 days of issuance of the LOTT Technical Sub-Committee’s decision affirming or changing the administrative civil fine.
- F. If the User does not pay the final administrative civil fine within the time identified in the preceding subparagraph, the past-due final administrative civil fine accrues interest at the rate of one percent per month, or at the rate allowed by law if different from the foregoing.
- G. Any past-due final administrative civil fine, together with any interest accrued under the preceding subparagraph, is subject to enforcement and collection by the City as provided in section 10.06 of the LOTT Discharge and Industrial Pretreatment Regulations and by any one or more of the following means:
 - 1. The past-due final administrative civil fine becomes a lien upon the property of the User where the violation or violations occurred, superior to all other liens or encumbrances except those for general taxes and special assessments. The City may enforce such lien in any manner provided by law.
 - 2. The Director may order the shutoff of the water furnished to the property of the User where the violation or violations occurred, with the water service to such property to remain shut off until the final administrative civil fine, together with any interest accrued, is paid in full.
 - 3. The City may engage a collection agency in order to collect a past-due final civil fine or penalties from a User.
 - 4. The City Attorney, or designee, on behalf of the City may collect a past due final civil fine or fines, together with any interest accrued, by use of any available legal remedy.

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 is unaffected.

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

Section 5. Effective Date. This Ordinance takes effect after passage and publication, as provided by law, on April 21, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY



City Council

Approval of an Ordinance to Amend Olympia Municipal Code Chapter 2.100 Related to the Establishment of a Community Policing Board

Agenda Date: 3/4/2025
Agenda Item Number: 6.A
File Number:25-0195

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

Title

Approval of an Ordinance to Amend Olympia Municipal Code Chapter 2.100 Related to the Establishment of a Community Policing Board

Recommended Action

Committee Recommendation:

The Community Livability & Public Safety Committee recommends approval of the Ordinance to amend Olympia Municipal Code Chapter 2.100 related to the establishment of a Community Policing Board.

City Manager Recommendation:

Move to approve an ordinance to amend Olympia Municipal Code Chapter 2.100 related to establishment of a Community Policing Board.

Report

Issue:

Whether to approve an ordinance to amend Olympia Municipal Code Chapter 2.100 related to establishment of a Community Policing Board.

Staff Contact:

Stacey Ray, Assistant City Manager, 360.753.8046

Presenter(s):

Stacey Ray, Assistant City Manager

Background and Analysis:

In December 2022, the City Council asked the Social Justice and Equity Commission (Commission) to develop a recommendation for City Council's consideration on community involvement in law enforcement (COLE). The purpose of the project was to create a system that contributes to an accessible complaint process with minimal barriers to filing; fair, thorough, and objective investigations without bias; strengthened confidence and trust in the Police Department; increased transparency and accountability; improved policies, practices, and training using data; and better

public understanding of the Police Department's role in the community.

In May 2023, the Commission launched a process to develop recommendations in collaboration with a community member work group and Olympia Police Department (OPD) officers. The goal of this work was to ensure that the final recommendations were representative of a diversity of lived experiences, perspectives, and professional expertise, and that they would reflect the community's values and needs.

On July 9, 2024, the City Council approved the Commission's recommendations on how to enhance the City's current Police Oversight Model. The new model outlines roles and responsibilities for a Civilian Police Auditor (Police Auditor), a Community Policing Board, and the City. Implementing the full set of recommendations required updates to the Olympia Municipal Code (OMC) outlining new roles, responsibilities, and qualifications for the Police Auditor, which was completed through Council adoption on December 10, 2024.

Implementing the full set of recommendations also requires updates to the OMC to establish a Community Policing Board. The purpose of this agenda item is for staff to recommend for Council's consideration updates to OMC Chapter 2.1, Community Member Advisory Board, Commissions and Committees and Article IX, Community Member Representatives for Police Use of Force. The Community Livability & Public Safety Committee unanimously approved the recommended updates at their meeting on February 26, 2025.

Included in this agenda item, staff will provide an update on the overall status of implementing the COLE recommendations, including the process for hiring a new Civilian Police Auditor.

Climate Analysis:

This project is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

The process by which the Commission developed their recommendations was a collaborative one that involved a community member work group and representatives from the Olympia Police Department. Subsequently, the final recommendations are representative of a diversity of lived experiences and perspectives and reflect community values on social justice and equity. Included in the recommendations is that the Council strive to, the best of their ability, appoint a new Community Policing Board membership that is diverse in gender, age, profession, and race and ethnicity.

Neighborhood/Community Interests (if known):

Community groups, especially those most impacted by policing, and underrepresented community groups have requested community involvement and oversight in law enforcement. Transitioning from a Community Use of Force Board to a Community Policing Board with an expanded role and membership will contribute to more community members having opportunity to be involved in law enforcement.

Financial Impact:

The 2025 adopted City operating budget includes one full-time staff position funded through Proposition 1 Public Safety funding. The newly added position, a Community Engagement Program Specialist, will serve as the City's liaison to the Police Auditor and Community Policing Board. OPD will continue to provide additional resources to support initial and ongoing training needs for Board

members.

Options:

1. Move to approve an ordinance to amend Olympia Municipal Code Chapter 2.100 related to establishment of a Community Policing Board.
2. Move to approve an ordinance, as amended, to amend Olympia Municipal Code Chapter 2.100 related to establishment of a Community Policing Board. Community Policing Board.
3. Do not move to approve an ordinance to amend Olympia Municipal Code Chapter 2.100 related to establishment of a Community Policing Board, and direct staff to bring back a revised ordinance for consideration at a future time.

Attachments:

Proposed Ordinance

Community Oversight of Law Enforcement Recommendation

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 2.100, ARTICLE I COMMUNITY-MEMBER ADVISORY BOARDS, COMMISSIONS AND COMMITTEES AND REPEALING CHAPTER 2.100, ARTICLE IX, COMMUNITY MEMBER REPRESENTATIVES FOR POLICE USE OF FORCE, REPLACING IT WITH A COMMUNITY POLICING BOARD

WHEREAS, it is a high priority of the Olympia City Council to build and maintain trust and legitimacy in the City of Olympia’s public safety system by enhancing and maintaining the community’s role to ensure police accountability and transparency; and

WHEREAS, the Social Justice and Equity Committee (SJEC) has made recommendations to the City Council for community involvement and oversight, one of which is the establishment of a Community Policing Board to ensure the accountability and transparency of the Olympia Police Department; and

WHEREAS, the City Council determines it to be in the best interest of the residents of the City of Olympia to accept the recommendation of the SJEC and establish a Community Policing Board;

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

Section 1. Amendment of OMC 2.100. Olympia Municipal Code Chapter 2.100, Article I Community-Member Advisory Boards, Commissions and Committees Appointed by the Olympia City Council, is hereby repealed in its entirety and replaced with the following:

**Chapter 2.100
COMMUNITY-MEMBER ADVISORY BOARDS, COMMISSIONS AND COMMITTEES**

Sections:

Article I. COMMUNITY-MEMBER ADVISORY BOARDS, COMMISSIONS AND COMMITTEES
APPOINTED BY THE OLYMPIA CITY COUNCIL

- 2.100.010 Purpose.
- 2.100.020 Boards, Commissions and Committees Established.
- 2.100.030 List--Community-Member Boards, Commissions and Committees Appointed by the Olympia City Council.
- 2.100.040 Members.
- 2.100.050 Term of Office.
- 2.100.060 Vacancies.
- 2.100.070 Rules of Procedure and Bylaws.
- 2.100.080 Annual Work Plan.
- 2.100.090 Staff Liaison Support.

2.100.010 Purpose

The purpose of this chapter is to create specific community-member advisory boards, commissions and committees appointed by the City Council, and provide uniform policies for the boards, commissions and committees enabled herein, to the extent possible. From time to time, the City Council may create advisory ad hoc boards, commissions and committees and appoint community members to such advisory groups. Ad hoc boards, commissions and committees shall be of a limited duration determined by the

Olympia City Council. Community members appointed to the City Council's ad hoc boards, commissions and committees shall serve without compensation unless specifically retained as consultants, except for the stipend provided in OMC [2.100.040.C](#) below.

2.100.020 Boards, Commissions and Committees Established

All community-member boards, commissions and committees appointed by the City Council shall be established by Ordinance of the City Council and which shall contain a statement of purpose and of duties. Except as may be otherwise provided by ordinance, the boards, commissions and committees appointed by Council are advisory in nature.

2.100.030 List--Community-Member Boards, Commissions and Committees Appointed by the Olympia City Council

The boards, commissions and committees appointed by the City Council are:

- A. Arts Commission (See OMC 2.100.100 - 2.100.240)
- B. Bicycle and Pedestrian Advisory Committee (See OMC 2.100.250 - 2.100.270)
- C. Design Review Board (See OMC 18.76)
- D. Heritage Commission (See OMC 18.12)
- E. Lodging Tax Advisory Committee (See OMC 2.100.280 - 2.100.310)
- F. Parks and Recreation Advisory Committee (See OMC 2.100.320 - 2.100.340)
- G. Planning Commission (See OMC 2.100.350 - 2.100.410)
- H. Utility Advisory Committee (See OMC 2.100.420 - 2.100.440)
- I. Home Fund Advisory Board (See OMC 2.100.450 - 2.100.480)
- J. Community Policing Board (See OMC 2.100.500 - 2.100.530).
- K. Social Justice and Equity Commission (See OMC 2.100.600 - 2.100.630)
- L. Cultural Access Program Advisory Board (See OMC 2.100.700 - 2.100.710)

2.100.040 Members

A. Number of Members. Except as may be otherwise provided by ordinance, each board, commission or committee shall consist of nine members appointed by the City Council.

B. Residency. Except as may be otherwise provided in the Olympia Municipal Code regarding a specific board, commission or committee, the majority of members on each board, commission and committee shall reside within the corporate limits of the City of Olympia or the City of Olympia Urban Growth Area.

1. This provision shall not apply to a board, commission or committee member when there is a member vacancy during a term of office resulting in less than a majority of the remaining members residing within the corporate limits of the City of Olympia or the Urban Growth Area. In this case, the residency requirement may be suspended for the remainder of the term that was vacated.

C. Compensation. All board, commission and committee members shall serve without compensation, but shall receive a stipend of \$25.00 per meeting attended to defray expenses such as transportation, meals and childcare. A member may waive receipt of any stipend offered by the City of Olympia. If a member certifies in writing they are a low-income person, as administratively determined by the City of Olympia, the stipend shall be \$50.00 per meeting attended.

D. Appointment.

1. Members are appointed by majority vote of the Olympia City Council in an open public meeting.

2. Members serve at the discretion of the City Council and may be removed from office for any reason by majority vote of the City Council in a public meeting.

3. City employees are not eligible for appointment to a board, commission or committee during the term of their employment with the City.

E. Recruitment. The City Council's Community Livability and Public Safety Committee shall develop and implement a public process to recruit potential board, commission and committee members, with special attention to recruitment requirements of any particular board, committee, or commission.

F. Diversity. Given the applicant pool and qualifications at the time of member recruitment, the City Council shall strive, to the best of its ability, to achieve diversity in geographic residence within the City, gender, age, profession, race and ethnicity on each board, commission and committee. No geographic, gender, age, profession, race, nor ethnicity restrictions shall be placed on applicant eligibility.

G. Non-Partisan. All board, commission and committee positions are non-partisan.

2.100.050 Term of Office

A. The term of office for board, commission and committee positions shall be three (3) years, except as modified by the City Council, and such terms shall commence on April 1.

B. The terms shall be staggered so that as near as possible one-third of the membership of each board, commission and committee shall expire each year.

C. Terms shall be limited to three full terms, nine years, on any one board, commission or committee (except for the Design Review Board and the Heritage Commission). Partial terms will not be counted toward the number of terms considered. Community Members or residents who have reached the term limit on any one board, commission or committee remain eligible to apply and serve on a different board, commission or committee. Upon a motion properly made and seconded, the City Council may waive a term limit restriction upon a vote of a majority of the City Council.

2.100.060 Vacancies

A. Vacancies on boards, commissions or committees occurring during the term of office shall be filled based upon a timeline determined by the City Council's Community Livability and Public Safety Committee.

B. Any person appointed to fill a vacancy shall be appointed for the remainder of the unexpired term.

2.100.070 Rules of Procedure and Bylaws

The Community Livability and Public Safety Committee of the City Council may establish Rules of Procedure and Bylaws for boards, commissions and committees.

2.100.080 Annual Work Plan

Each board, commission and committee, except the Design Review Board, and Community Policing Board, shall present an annual work plan to the City Council for approval in a format and within parameters determined by the City Council's Community Livability and Public Safety Committee. Substantive changes to the work plan after approval by the City Council shall be submitted to the

Community Livability and Public Safety Committee for consideration and recommendation to the full Council.

2.100.090 Staff Liaison Support

The City Manager, or designee, shall appoint a primary staff liaison for each board, commission and committee to ensure that meeting notifications and recordkeeping occurs consistent with applicable State laws; to provide professional guidance, issue analysis and recommendations; to assist the board, commission and committee with research, report preparation, and correspondence in keeping with the board's, commission's or committee's Council-approved work plan; and to perform other board, commission and committee liaison duties as may be assigned by the City Manager or designee.

Section 2. Repeal and Replace of OMC 2.100. Olympia Municipal Code Chapter 2.100, Article IX Community Member Representatives for Police Use of Force Events, is hereby repealed in its entirety and replaced with the following:

**Chapter 2.100
COMMUNITY-MEMBER ADVISORY BOARDS, COMMISSIONS AND COMMITTEES**

Sections:

Article IX. COMMUNITY POLICING BOARD

- 2.100.500 Established--Purpose.
- 2.100.515 Recruitment and selection.
- 2.100.520 Qualifications.
- 2.100.530 Duties.

2.100.500 Established—Purpose

There is hereby established a pool of seven community members to serve in an advisory capacity to the City Council. The purpose of the board is to ensure Olympia Police Department accountability and transparency.

Board members will provide a community perspective on certain police actions and will review and make recommendations relating to Olympia Police Department policy and training, as required by the duties established in this Chapter and policies and procedures developed by the City Manager's office.

2.100.515 Recruitment and Selection

Board members shall be representative of the City of Olympia's diverse population, drawn from different socio-economic backgrounds and racial and ethnic groups, with particular consideration for those with personal or professional experience in mental health or addiction. Board members will be selected by the Olympia City Council.

2.100.520 Qualifications

Qualifications required to serve as a board member.

A. Every member must have:

1. A reputation for integrity and professionalism;
2. A commitment to the need for and responsibilities of law enforcement, including enforcement, community caretaking, and the need to protect the constitutional rights of all affected parties;

3. The ability to relate, communicate orally and in writing, and engage effectively with all who have a stake in policing, including, but not limited to, the general public, complainants, members of all communities, Olympic Police Department commissioned and civilian employees, City Council Members, representatives of the City Manager's Office, other City of Olympia personnel, the Police Auditor, and other members of the Board;
 4. An appreciation for the City of Olympia's ethnic and socioeconomic diversity and experience working with and valuing the perspectives of diverse groups and individuals; and,
 5. The ability to exercise sound judgment, independence, fairness, impartiality and objectivity in an environment where controversy is common.
- B. Must be available to serve on a team that will independently investigate a police use of deadly force event;
 - C. Must be available to serve during non-traditional working hours;
 - D. Must be willing and able to attend the City of Olympia Police Department Community Member's Academy as well as other training relevant to participation on an investigative team;
 - E. Must be able to pass a background check that meets Criminal Justice Information Service (CJIS) requirements, as established by the Federal Bureau of Investigation;
 - F. Must not have an active arrest warrant and must not have been convicted in any state of:
 1. Any felony; or
 2. A gross misdemeanor or misdemeanor involving domestic violence; or
 3. Any other crime that could impact the ability of a board member to impartially serve as part of an independent team of investigators on a police use of deadly force matter;
 - G. Must not be a current or former employee of the City of Olympia police department in the twenty years prior to appointment. In addition, board members shall have no other prior relationship with the Olympia police department that might create actual or perceived bias for or against the police department or its officers.
 - H. Must reside or work within the city limits of Olympia at the time of appointment or reappointment.
 - I. The ability to exercise professionalism and abide by the requirement to protect from disclosure confidential, nonpublic Olympia Police Department files and records to which members have been provided access.

2.100.530 Duties

- A. As requested, and in accordance with RCW 10.114.011 and WAC 139-12-030, serve as a "nonlaw enforcement community representative" assisting in independent investigations of use of deadly force that results in substantial harm or great bodily harm to inform whether such use of force meets the good faith standard established in RCW 9A.16.040;

- B. Participate on OPD Use of Force Review Boards convened to evaluate whether force was used lawfully, appropriately, and consistent with training and policy;
- C. Assist the City Council with the recruitment and selection of the Police Auditor;
- D. Review Police Auditor's annual work plan and provide input;
- E. Assess whether the Police Auditor meets expectations regarding interactions with the Community Board;
- F. Provide feedback at least once per quarter, preferably in person, to the Police Auditor on their draft use of force and misconduct complaint investigation audit reports and provide the community's perspective regarding recommendations for operational, training, or policy changes. Board members are not to engage in review of actions involving individual police officers except as selected to serve as a "nonlaw enforcement community representative" on an independent investigative team organized pursuant to RCW 10.114.011
- G. Collaborate with the Police Auditor on routine public meetings and outreach events about policing, police oversight, and related community concerns;
- H. Each board member must attend the City of Olympia Police Department Community Member's Academy, as well as other training determined relevant to participation on an investigative team prior to assignment to an investigation, and other training, as required;
- I. Each board member must maintain strict confidentiality throughout any investigation to which they have been assigned until its end and the conclusion of any subsequent trial and appeal period.

2.100.540 Term

- A. All terms shall be staggered, such that no more than three board members' terms expire in any given year. If a board member is appointed prior to the expiration of the term of their predecessor, the board member may complete that term and then be reappointed to serve up to two, three-year terms
- B. Termination from participation on any Investigative Review Team or Use of Force Board is at the discretion of those supervising the investigative team or board.
- C. The term of any board member who has been absent from three consecutive regular or special meetings, or who has missed more than one-third of Community Board meetings in a 12-month period, shall automatically terminate. The City Council may remove members with or without cause by a majority vote.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect after passage and publication, as provided by law, on April 30, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Social Justice & Equity Commission Recommendations for Community Involvement and Oversight

Last Revised: 4/23/24

Proposed Enhancements to the City of Olympia's Police Oversight Hybrid Model

- I. Overall Purpose: Build trust and legitimacy in the City of Olympia's public safety system by enhancing and maintaining the community's role to ensure police accountability and transparency.

Civilian Police Auditor

- II. Civilian Police Auditor - The purpose of the Civilian Police Auditor (Police Auditor) is to ensure OPD accountability and transparency by:
 - Auditing the misconduct complaint and reportable use of force investigation systems of the Olympia Police Department (OPD);
 - Making recommendations for operational, training, or policy changes related to observations during the auditing process or where OPD potentially is not aligned with best practices;
 - Assessing whether OPD Police Officers interact with the Olympia community in a socially just and equitable manner through auditing misconduct complaint and reportable use of force investigations; and,
 - Engaging with the Olympia community about policing, police oversight, and related community concerns.
- A. **Powers and Duties**
 - 1) Alleged Misconduct Complaints
 - (a) The Police Auditor is empowered to receive a complaint of alleged misconduct directly submitted to them and shall expeditiously refer it to OPD with a recommendation as to how it should be handled for investigation. If OPD does not follow the Police Auditor's recommendation, OPD shall provide a written explanation to the Police Auditor within a minimum of five (5) days of making the decision.
 - (b) The Police Auditor shall review all complaints received by the Office of Professional Standards to ensure all allegations appropriate to the complaint are included for investigation and/or whether the complaint is appropriate for investigation by the Office of Professional Standards, and to determine if there are other issues of immediate concern. When referring a complaint to the Police Auditor for review, the Office of Professional Standards shall include all related, accessible information, such as complainant and witness statements, police incident reports, photographs or Body Worn Camera footage, or other evidence available at the time of the referral. If the Police

Auditor has not addressed the complaint within a minimum of five (5) days of receipt, the Office of Professional Standards may proceed to begin investigating the complaint without input from the Police Auditor. This does not prevent the Department from taking immediate administrative action where appropriate per OPD policies.

- (c) The Police Auditor shall review all investigations, after they are completed to audit how they have been resolved, to ensure appropriate allegations were included for each complaint, and to identify any issues or trends related to the investigations reviewed or complaint investigation process to address through recommendations for operational, training, or policy changes.
- (d) In reviewing completed complaint investigations, the Police Auditor shall determine if each investigation meets the standard of being complete, thorough, fair, and timely.
- (e) The Police Auditor shall make a written request to the OPD Chief of Police for further investigation if the Police Auditor concludes that further work is needed for a complaint investigation to meet the established standard. The Chief of Police may respond to such requests from the Police Auditor either by providing the additional investigation or by providing the Police Auditor with a written explanation indicating the reasons why further investigation is not being conducted. The City Manager shall be provided with a copy of the written response in all cases where the Chief of Police elects not to conduct the additional investigation requested by the Police Auditor.
- (f) The Police Auditor shall regularly share with the Community Board an overview of misconduct complaint investigations audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

2) Use of Force

- (a) The Police Auditor shall audit all OPD reportable use of force incidents to determine if each use of force reported was consistent with applicable OPD policy and to identify any issues or trends related to use of force to address through recommendations for operational, training, or policy changes.
- (b) In reviewing reportable use of force incidents, the Police Auditor shall determine if each use of force report considered meets the standard of being completed and reviewed by OPD in accordance with applicable OPD policy and is respectful of the civil rights of all individuals involved.
- (c) The Police Auditor shall regularly share with the Community Board all use of force incident reports audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, and share concerns, and provide the community's perspective regarding the recommendations.

- 3) Operational, Policy, and Training Recommendations for Olympia Police Department
 - (a) The Police Auditor can make recommendations for operational, training, or policy changes related to their routine audit of misconduct complaint investigations, reportable uses of force, and the internal investigation process, or when the Police Auditor identifies instances when OPD potentially is not aligned with best practices.
 - (b) The Police Auditor, on an annual basis, will be provided a list of all OPD policy and training topics where review and potential changes are anticipated for the upcoming year and can indicate to OPD which topics appear relevant to their auditing of complaint, use of force, and internal investigation processes, or topics of particular concern for the community, so as to be given the opportunity to review and provide comment on specific changes before they are finalized by OPD. The Police Auditor also will receive notice and be provided an opportunity to review and provide comment regarding any policy or training topic that was not on the annual list provided to the Police Auditor, but that OPD decides to review for potential changes during the pending year.

- 4) Community Engagement
 - (a) The Police Auditor shall implement alternative ways to communicate about the auditing function and information concerning misconduct complaint investigations, use of force, and investigation processes that have been audited, with a goal of fostering widespread understanding of the Police Auditor's work, Olympia's police oversight system, and ways community members can get involved.
 - (b) The Police Auditor, in collaboration with members of the Community Board and in coordination with OPD, shall engage with the community through routine public meetings and outreach events.

B. Recruitment, Selection, and Qualifications of the Police Auditor

- 1) The Police Auditor shall be selected by the City Council, with involvement from the Community Board in the recruitment and selection process.
- 2) The Police Auditor shall have significant legal, investigative, criminal justice, civil rights, law enforcement oversight, labor law, auditing, monitoring, and/or prosecutorial experience. While not required, it is preferred that the Police Auditor have a JD degree and a demonstrated ability to audit and evaluate misconduct and/or use of force investigations, to assess complex aggregate data for patterns and trends, and to recommend systemic improvements to police policies and practices. The Police Auditor shall not have been formerly employed by the Olympia Police Department as a commissioned officer, and shall also have the following additional qualifications and characteristics:
 - (a) A reputation for integrity and professionalism, and the ability to maintain a high standard of integrity and professionalism in meeting their Police Auditor duties;

- (b) A commitment to the need for and responsibilities of law enforcement, including enforcement, community caretaking, and the need to protect the constitutional rights of all affected parties;
 - (c) A commitment to the statements of purpose and policies provided for the City of Olympia's Police Oversight Model, the Police Auditor, and the Community Board;
 - (d) A history of successful leadership experience;
 - (e) The ability to relate, communicate orally and in writing, and engage effectively with all who have a stake in policing, including, but not limited to, the general public, complainants, members of marginalized communities, Olympia Police Department commissioned and civilian employees, City Council Members, representatives of the City Manager's Office, other City personnel, and Community Board Members;
 - (f) An appreciation for the City of Olympia's ethnic and socioeconomic diversity and experience working with and valuing the perspectives of diverse groups and individuals; and,
 - (g) The ability to carry out the Police auditor duties in a manner that reflects sound judgement, independence, fairness, and objectivity in an environment where controversy is common.
- 3) The Police Auditor is subject to a background investigation.
 - 4) The Police Auditor shall protect from disclosure confidential, non-public Olympia Police Department files and records to which the Police Auditor has been provided access. Police Auditor written or oral reports shall not contain identifying information about anyone involved in any Olympia Police Department matter to which they are given access, except as specifically provided by law or policy.
 - 5) The Police Auditor may be retained under a professional services contract or as an employee of the City of Olympia, under conditions and for compensation determined appropriate by the City Council.
 - 6) The City Manager's Office shall confer with the Police Auditor when they are initially retained and, thereafter, on at least an annual basis to identify potential training and networking opportunities the Police Auditor will pursue to enhance their professional development, including anti-bias training, Olympia-based immersive experiences, and learning opportunities outside of the region. The Auditor will be responsible for their own professional development expenses.

C. Where the Police Auditor Fits in the Organization/Reporting Structure

- 1) The Police Auditor shall report to City Council and serves in an advisory capacity.
- 2) At a minimum, the Police Auditor shall submit monthly activity reports, a midyear report, and an annual report, filing the mid-year and annual reports with the City Council, with copies provided to the Community Board, City Manager, and Chief of Police. Copies of the monthly activity report shall be

provided to the Community Board, City Manager's Office, and posted on the City's website.

- 3) Prior to finalizing and filing their mid-year or annual report with City Council, the Police Auditor shall provide a draft of the report to the Community Board. The draft report shall be provided to the Community Board at least seven (7) days prior to the mid-year or annual meeting to be held between the Police Auditor and Community Board, during which Community Board members can ask questions and provide input to the Police Auditor concerning the report.
- 4) At all times, the Police Auditor shall be totally independent and their findings, requests for further investigations, recommendations, and reports shall reflect the views of the Police Auditor alone. No person shall attempt to influence or undermine the independence of the Police Auditor in performance of their duties and responsibilities.
- 5) While the Police Auditor shall be totally independent, the Police Auditor's responsibilities can best be accomplished through open communication and a collaborative relationship with the OPD, which will support an expeditious, objective, and independent analysis and timely reports to the Community Board, City Manager's Office, and the City Council, and which ultimately enhances transparency and accountability of the OPD.
- 6) The Police Auditor should exercise discretion in favor of recusing themselves from review of any OPD use of force incident, misconduct complaint investigation, or other matter that might reasonably be expected to create a conflict or the appearance of a conflict of interest. Recusal should occur when there exists any financial or personal interest, direct or indirect, that is incompatible with the discharge of the Police Auditor's duties, or might reasonably be expected to impair the Police Auditor's objectivity and independence of judgment in the exercise of their official duties.
- 7) City Council shall identify a Police Auditor Pro Tempore in any circumstance when the Police Auditor recuses themselves from review of a matter due to an actual or apparent conflict of interest or for a specified period of time, not to exceed three (3) months, if the Police Auditor is unavailable to fulfill their duties for any reason.

D. The Police Auditor's Relationship to the Community Board

- 1) The Police Auditor shall develop an annual work plan, to include prioritizing the specific OPD policies, training, and other issues of interest the Police Auditor intends to review, which shall be reviewed by the Community Board for input.
- 2) The Police Auditor shall meet with the Community Board, at a minimum, once per quarter, to summarize the misconduct complaint and reportable use of force investigations audited and any recommendations, and for Community Board Members to ask questions and share any concerns. Based on such input, the Auditor can subsequently adjust their mid-year or annual written report prior to filing the report with City Council.

Community Board

III. Community Board - The purpose of the Community Board is to ensure OPD accountability and transparency by:

- Monitoring independent investigations of use of deadly force that results in substantial harm or great bodily harm to inform whether such use of force meets the good faith standard established in RCW 9A.16.040;
- Participating on OPD Use of Force Review Boards convened to evaluate whether force was used lawfully, appropriately, and is consistent with training and policy;
- Assisting with the recruitment and selection of the Police Auditor;
- Advising the Police Auditor regarding their annual work plan;
- Assessing whether the Police Auditor met expectations regarding interactions with the Community Board;
- Providing feedback to the Police Auditor on their draft use of force and misconduct complaint investigation audit reports and providing the community's perspective regarding recommendations for operational, training, or policy changes; and,
- Collaborating with the Police Auditor on community engagement about policing, police oversight, and related community concerns.

A. Powers and Duties

1) Use of Force

- (a) Two Community Board Members will be selected by the Olympia Police Department (OPD) to serve as Community Representatives on the Capital Metro Independent Investigation Team (CMIIT) when CMIIT investigates an OPD officer-involved use of deadly force incident that results in death, substantial bodily harm, or great bodily harm or an in-custody death, per the Law Enforcement Training and Community Safety Act (LETSCA). OPD will establish a process for selection of the Community Representatives at the time service is needed and provide their information to the CMIIT Commander for notice and activation of their role. Community Representatives selected for participation on a CMIIT are required to have credible ties to the impacted community.
- (b) The CMIIT Standard Operating Procedures (SOP) and Guidelines for Officer-Involved Deadly Force Incidents (Updated January 2023) shall apply when Community Board members serve as CMIIT Community Representatives. As specified in the SOP, Community Representatives shall:
 - 1. Participate directly in the vetting, interviewing, and/or selection of Independent Investigation Team (IIT) investigators.
 - 2. Review conflict of interest statements from IIT investigators, which are to be submitted within 72 hours of the commencement of each investigation by the investigators.

3. Be present at the briefings with the involved agency (or agencies) Command staff.
 4. Have access to the investigation file when it is completed.
 5. Be provided a copy of all press releases and communication to the media prior to release.
 6. Review notification of equipment use of the involved agency.
 7. Sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the investigation is complete and referred to the conflict Prosecutor.
 8. If the confidentiality agreement is violated, the Community Representative may be subject to removal from the CMIIT.
 9. Service Commitment: This is a voluntary commitment, and there are no requirements for the length or duration that a member wishes to serve in this role. The CMIIT Commander who establishes the list may remove a subject at his/her choosing. It would be recommended that a non-law enforcement member who is currently activated not be removed until after the completion of the CMIIT investigation. However, a Commander can remove an individual anytime they deem necessary and/or appropriate.
- (c) OPD shall Increase the number of Community Board representatives on OPD's internal Use of Force Review Board from one (1) to two (2) people. As members of a Use of Force Review Board, Community Board representatives shall have the same authority and responsibility as other Use of Force Board members, as outlined in Policy 301, OPD's Operations Policy Manual.
- 2) Alleged Misconduct Complaints
 - (a) The Community Board will regularly meet with the Police Auditor to receive an overview of misconduct complaint investigations audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, and share concerns.
 - (b) Community Board Members shall not advise on or undertake the review of allegations and investigations related to the actions of individual police officers, including alleged misconduct complaints and uses of force, except as specifically authorized (i.e., participating on a CMIIT use of force investigation or on an OPD Use of Force Review Board).
 - 3) Policy and Training Recommendations for the Olympia Police Department
 - (a) The Community Board can advise OPD on matters of policy, training, outreach, and education, as requested by OPD.

- (b) The Community Board shall provide input to the Police Auditor regarding their annual work plan and priorities for reviewing specific operational, policy, or training issues.
- (c) The Community Board shall provide the community perspective regarding operational, training, or policy changes recommended by the Police Auditor in their audit reports.

B. Recruitment and Selection

- 1) The Community Board shall be comprised of seven (7) members.
- 2) The Community Board shall be recruited and appointed from a broad diversity of candidates.
- 3) The City of Olympia shall develop a broad communications and outreach plan to recruit individuals for the Community Board.
- 4) Community Board Members shall reside or work in the City of Olympia at the time of their appointment or reappointment. Community Board Members shall not have worked for the Olympia Police Department as a commission or civilian employee within twenty (20) years of their appointment. In addition, Community Board Members shall have no other prior relationship with the Olympia Police Department that might create actual or perceived bias for or against the Department of Olympia Police Officers. Candidates for the Community Board shall be required to disclose prior employment, contracts, and affiliations with the Olympia Police Department.
- 5) Community Board Members shall be representative of the City of Olympia's diverse population, drawn from different socio-economic backgrounds and racial and ethnic groups, including immigrant/refugee communities, and from the LGBTQ+, youth, faith, business, and other communities reflecting the overall demographics of Olympia. Consideration should be given to selecting Community Board members who speak English as a second language, have experience with living unhoused, or who have personal or professional experience with mental health challenges or substance use disorders.
- 6) All Community Board members shall have the following qualifications and characteristics:
 - (a) A reputation for integrity and professionalism;
 - (b) A commitment to the need for and responsibilities of law enforcement, including enforcement, community caretaking, and the need to protect the constitutional rights of all affected parties;
 - (c) A commitment to the statements of purpose and policies provided for the City of Olympia's Police Oversight Model, the Police Auditor, and the Community Board.

- (d) The ability to relate, communicate orally and in writing, and engage effectively with all who have a stake in policing, including, but not limited to, the general public, complainants, members of marginalized communities, Olympic Police Department commissioned and civilian employees, City Council Members, representatives of the City Manager's Office, other City of Olympia personnel, the Police Auditor, and other members of the Community Board.
 - (e) An appreciation for the City of Olympia's ethnic and socioeconomic diversity and experience working with and valuing the perspectives of diverse groups and individuals; and,
 - (f) The ability to exercise sound judgement, independence, fairness, and objectivity in an environment where controversy is common.
- 7) Candidates for appointment as Community Board Members are subject to a background investigation. Community Board Members who participate on CMIIT teams investigating certain uses of force must meet other qualifications, as outlined above under II.A.(1)b).
 - 8) Community Board Members shall protect from disclosure confidential, non-public Olympia Police Department files and records to which they have been provided access. Community Board written or oral reports shall not contain identifying information about anyone involved in any Olympia Police Department matter to which they are given access, except as specifically provided by law or policy.
 - 9) The City of Olympia shall consider whether compensation in the form of a stipend for Community Board Members is permissible. In deliberating about the provision of a stipend to Community Board Members, consideration should be given to providing a higher level stipend to those who participate on a CMIT investigation or OPD internal Use of Force Review Board, in recognition of the significant time commitment involved with these activities.
 - 10) Community Board Members shall be eligible to serve a maximum of two (2) three (3)-year consecutive terms. All terms shall be staggered, such that no more than three (3) members' terms expire in any given year. If a member is appointed prior to the expiration of the term of the member's predecessor, the member may complete that term and then be reappointed to serve up to two (2) three (3)-year terms.
 - 11) The term of appointment of any Community Board Member who has been absent from three (3) consecutive regular or special meetings, or who has missed more than one third (1/3) of Community Board meetings in a twelvemonth period, shall automatically terminate. The City Council may remove members by a majority vote of the Council.

C. Onboarding and Training

- 1) Community Board Members will participate in onboarding, initial training, and on-going training. Training for Community Board Members will cover topics to include (but not be limited to) legal and OPD policy requirements for the use of

force, reportable use of force investigations and review; OPD training on use of force tactics and tools; the role of critical decision-making, community care taking, de-escalation, duty to warn, and other considerations regarding use of force; OPD's police misconduct complaint investigation process and factors to consider in evaluating relevant evidence and whether an investigation is complete, thorough, fair, and timely; biased policing, implicit bias, and racial profiling; and procedural justice principles.

- 2) Community Board Members shall participate in a minimum of one (1) ride-along within the first six (6) months of their appointment and attend the Olympia Police Department's Community Academy within one (1) year of their appointment, class schedules permitting.

D. Where Community Board Fits in the Organization/Reporting Structure

- 1) The Community Board shall report to City Council and serves in an advisory capacity.
- 2) Community Board Members should exercise discretion in favor of recusing themselves from consideration of any OPD use of force incident or other matter that might reasonably be expected to create a conflict or the appearance of a conflict of interest. Recusal should occur when there exists any financial or personal interest, direct or indirect, that is incompatible with the discharge of a Community Board Member's duties, or might reasonably be expected to impair the Community Board Member's objectivity and independence of judgment in the exercise of their official duties.

E. The Community Board's Relationship to the Police Auditor

- 1) The Community Board shall be involved through City Council in the recruitment and selection of the Police Auditor.
- 2) The Community Board shall advise the Police Auditor regarding their annual work plan and assess whether the Police Auditor met expectations regarding their interactions with the Community Board.
- 3) The Community Board shall meet in person with the Police Auditor, at a minimum, once per quarter, providing an opportunity for the Auditor to summarize their misconduct complaint investigation and use of force investigations audit and recommendations, and for Community Board Members to ask questions, share any concerns, and provide the community perspective regarding recommended operational, training, or policy changes. The Auditor can subsequently adjust their written report, as needed, prior to finalizing and filing their audit report with City Council.
- 4) The Community Board can request that the Police Auditor provide an in-depth review of one completed use of force investigation per quarter, though time and other resources permitting, the Community Board and Police Auditor can mutually agree that the Police Auditor review more than one completed use of force investigation per quarter with the Community Board. Such investigation reviews shall include the opportunity during regular quarterly meetings for

Community Board Members to access relevant evidence collected during the investigation, with the only redactions being those required by law or policy. If the Community Board does not make a request for an in-depth review of a specific completed investigation, the Police Auditor shall select a use of force investigation to review with the Community Board. The duty to observe confidentiality regarding the Olympia Police Department's files and records shall apply to the investigation review process.

- 5) The Community Board shall collaborate with the Police Auditor on community engagement and support the Police Auditor's community engagement efforts to help facilitate communication between the community and OPD, increase public understanding of OPD policies and practices, and provide input on OPD policies and training that reflect community values and resource priorities.

Communications with the Community to Enhance Accountability and Transparency

- A. OPD shall create a dashboard to track OPD's response to each recommendation made by the Police Auditor, indicating whether the recommendation will be implemented and, if so, when implementation is expected and the steps involved, or indicating the recommendation will not be implemented, with an explanation as to why not.
- B. OPD shall seek input from the Community Board as to the types of data OPD should prioritize making available to the public and to the Police Auditor.
- C. OPD shall include information on Olympia's police oversight system and opportunities for community involvement in OPD in the Community Academy curriculum.
- D. OPD continues to provide anti-bias and implicit bias training and seek opportunities to become a part of and build trust with the communities they serve by meeting with residents, taking part in immersive experiences, and learning about their cultures and needs.
- E. OPD shall consider ways to enhance the involvement of community members on OPD hiring, promotion, and selection panels to encourage broader community representation and involvement from stakeholders with applicable experiences, perspectives, and expertise.
- F. OPD shall ensure that the Police Auditor and Community Board have access to information necessary for fulfilling their expanded duties and responsibilities.
- G. OPD shall consider how to activate the option available under current OPD policy to mediate a misconduct complaint and, where appropriate, use other approaches to foster early complaint resolution, such as sharing Body-worn Camera footage of the underlying incident with the complainant.
- H. OPD shall consider whether there are ways to improve communications regarding the investigation of uses of force that are of particular concern to the community, including final investigative or charging outcomes.
- I. OPD shall consider the pursuit of a change in state and/or local law to set a specific timeline for the prosecutorial decision whether to criminally charge an officer following

an independent investigation of a use of force involving substantial harm or great bodily harm.

Regular Assessment (Measures of Success)

- A. Within one (1) year of City Council's adoption of the final recommendations made by the Social Justice and Equity Commission regarding police oversight in Olympia, assess and report out to the community the implementation status of all such recommendations.
- B. At least once per year, assess whether the Police Auditor and Community Board are meeting the specific duties, responsibilities, and standards of review as mandated under the Olympic Municipal Code and as amended following City Council's consideration of the final recommendations made by the Social Justice and Equity Commission regarding police oversight in Olympia.



City Council

Consider a Referral Regarding Allocating City Council Goal Funds to World Relief to Assist with the Support of Immigrant and Refugee Families Settled in Olympia and Thurston County

Agenda Date: 3/4/2025
Agenda Item Number: 8.A
File Number:25-0200

Type: referral **Version:** 1 **Status:** Referral

Title

Consider a Referral Regarding Allocating City Council Goal Funds to World Relief to Assist with the Support of Immigrant and Refugee Families Settled in Olympia and Thurston County

Recommended Action

Committee Recommendation:

The Finance Committee recommends approving the referral to allocate City Council goal funds to World Relief to Assist with the support of immigrant and refugee families settled in Olympia and Thurston County.

City Manager Recommendation:

Move to approve the referral to allocate City Council goal funds to World Relief to Assist with the support of immigrant and refugee families settled in Olympia and Thurston County and encourage the cities of Tumwater and Lacey along with Thurston County to follow suit.

Report

Issue:

Whether to approve the referral to allocate City Council goal funds to World Relief to Assist with the support of immigrant and refugee families settled in Olympia and Thurston County and encourage the cities of Tumwater and Lacey along with Thurston County to follow suit.

Staff Contact:

Susan Grisham, Assistant to the City Council, 360.753.8244

Presenter(s):

Clark Gilman, Councilmember

Background and Analysis:

Due to recent federal funding cuts, nearly 40 recent refugees in Olympia have lost access to money and support that the United States government promised them to help them settle and acclimate to

their new home. World Relief of Western Washington, a nonprofit organization and licensed refugee resettlement organization located in Thurston County, is now supporting these new neighbors without the expectation of reimbursement from the federal government.

The federal funding cuts threaten the organization's ability to continue securing stable housing, providing cultural orientation, employment support and school enrollment for newly arrived families. Without immediate local support, many new refugees may lose access to vital services that help them establish stability in our community.

The City of Olympia has an opportunity to demonstrate leadership by allocating \$30,000 from Council Goal Funds to World Relief and encouraging cities of Tumwater and Lacey along with Thurston County to follow suit.

Climate Analysis:

This item does not affect greenhouse gas emission reduction goals.

Equity Analysis:

Immigrants and refugees often encounter systemic barriers when settling in a new community. These challenges can include language barriers, cultural differences, difficulties in securing housing and employment, and navigating complex administrative systems. Addressing these barriers is essential to fostering a welcoming and inclusive community.

The City of Olympia is committed to advancing equity by ensuring all residents-regardless of background-have access to the resources and opportunities needed to build stable and successful lives. Recognizing and valuing the identities, lived experiences, and diverse perspectives of our growing community strengthens our collective well-being.

Neighborhood/Community Interests (if known):

The community is interested in supporting new members of the community so they can participate in the civic, economic, and cultural life of the City, creating a more just, resilient, and thriving Olympia for all.

Financial Impact:

The request is for an allocation of \$30,000 of City Council goal funds.

Options:

1. Move to approve the referral to allocate City Council goal funds to World Relief to Assist with the support of immigrant and refugee families settled in Olympia and Thurston County and encourage the cities of Tumwater and Lacey along with Thurston County to follow suit.
2. Do not Move to approve the referral to allocate City Council goal funds to World Relief to Assist with the support of immigrant and refugee families settled in Olympia and Thurston County and encourage the cities of Tumwater and Lacey along with Thurston County to follow suit.
3. Take other action.

Attachments:

Referral



City Council Referral Request

Tracking Number 2025-56 Date of Referral 3/4/2025 Requester Clark Gilman
(Provided by Staff)

- Referral To
- Study Session
 - Staff
 - Community Livability & Public Safety
 - Land Use & Environment Committee
 - Work Session
 - Committee of the Chairs
 - Finance Committee
 - Advisory Committee (type here)

Problem Statement

A clear concise description of the issue(s) that need(s) to be addressed.

Due to recent federal funding cuts, nearly 40 recent refugees in Olympia have lost access to money and support that the United States Government promised them to help them settle and acclimate to their new home. World Relief of Western Washington, a nonprofit organization and licensed refugee resettlement organization int is in Thurston County, is now supporting these new neighbors without the expectation of reimbursement from the federal government. These cuts threaten the organization’s ability to continue securing stable housing, providing cultural orientation, employment support and school enrollment for newly arrived families. Without immediate local support, many new refugees may lose access to vital services that help them establish stability in our community. The City of Olympia has an opportunity to demonstrate leadership by allocating \$30,000 from Council Goal Funds to World Relief and encouraging cities of Tumwater and Lacey along with Thurston County to follow suit.

Request

What is being requested to assist in addressing the issue described in the problem statement?

To allocate \$30,000 from Council Goal Funds to World Relief to sustain essential support services for immigrants and refugees in Thurston County.

Additionally, this referral requests Council action to formally urge cities of Tumwater, Lacey along with Thurston County to consider similar funding commitments, ensuring a coordinated regional response to this urgent need.

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City’s issue to address? How will this create a more adaptive and resilient organization? How will this enhance the City’s work to further equity, climate, and social justice?

Supporting immigrants and refugees aligns with Olympia’s goals of inclusion, equity, and community well-being. This funding will:

- Prevent displacement and hardship for newly arrived families.
- Ensure support for refugees navigating complex systems.
- Foster a sense of belonging for our new community members.

This investment will help Olympia maintain its commitment to being a welcoming city, while also addressing the real economic and social benefits of supporting immigrant and refugee families.

Connection to Comprehensive Plan

Choose all that apply.

- Public Health and Safety**
A safe and welcoming Community; reliable and responsive emergency services; a safe and reliable water supply; public Infrastructure in the City is well-maintained; adequate food and shelter
- Community Livability**
A commitment to a diverse, equitable, and inclusive community; access to affordable and stable housing; a safe transportation system with options for everyone; recreation opportunities for everyone; Connections to our culture and history
- Downtown**
Vibrant, attractive urban destination; a safe and welcoming downtown for all; a mix of urban housing options; a variety of businesses; connections to our cultural & historic fabric; engaging arts & entertainment experience

- Economy**
Abundant local products and services; a thriving arts and entertainment industry; sustainable quality infrastructure; a stable thriving economy
- Environment**
Clean water & air; a daily connection to nature; preserved quality natural areas; a toxin-free community; a waste free culture
- Neighborhoods**
Distinctive places & gathering spaces; nearby goods & services; neighborhoods that are engaged in community decision making; safe and welcoming places to live

Options

Describe proposed options for moving the idea or issue forward for the meeting body to consider.

1. Approve the \$30,000 allocation from Council Goal Funds and direct staff to coordinate with World Relief.
2. Engage with cities of Tumwater, Lacey along with Thurston County leadership to encourage their financial participation.

Timing

Is this issue time sensitive, are there other timing factors to consider?

Immediate action is needed due to the urgency of federal funding reductions. A delay could lead to service disruptions, increasing hardship for immigrant families.

Supporting Documentation *(Work Plan, Transportation Master Plan, Parks Plan, etc)*

Are there documents that support your request or that should be considered?

Click or tap here to enter text.

Councilmember Signatures

Two Councilmembers must support the request including the Chair of the Committee of referral. (Cannot be a committee quorum unless discussed at an open public meeting of the committee.)

Clark Gilman

Sponsoring Councilmember

Kelly Green

1. _____

Councilmember

Jim Cooper

2. _____

Councilmember

Staff Supplement

Staff will review the request to generate administrative impacts to be considered as part of proposal (staff to initial after their review):

Budget Impacts: Click or tap here to enter text.

Legal Review *(to include regulatory authority)*: Click or tap here to enter text.

Policy implications: Click or tap here to enter text.

Implementation Considerations: Click or tap here to enter text.

Staff Liaison: Click or tap here to enter text.



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City Council

Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter and RCW 42.30.110(1)(i); Litigation and Potential Litigation

Agenda Date: 3/4/2025
Agenda Item Number: 10.A
File Number:25-0197

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

Title

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter and RCW 42.30.110(1)(i); Litigation and Potential Litigation