



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 18, 2025

6:00 PM

Council Chambers, Online and
Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_FObFOo4ISHa54Tq9xnPsTw

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

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

During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these 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 [25-0213](#) Approval of March 4, 2025 Olympia City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [25-0241](#) Approval of March 11, 2025 Olympia City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [25-0222](#) Approval of a Resolution Authorizing an Agreement with Thurston County for a Heritage Grant to Fund a Historic Preservation Data Management Project
Attachments: [Resolution](#)
[Agreement](#)
[Contract Amendment Letter](#)
[Agreement Modification](#)
- 4.D [25-0192](#) Approval of a Resolution Authorizing an Agreement with Thurston County for Basic Life Support Funding
Attachments: [Resolution](#)
[Agreement](#)
- 4.E [25-0193](#) Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Management for Mutual Aid Service
Attachments: [Resolution](#)
[Agreement](#)

4. SECOND READINGS (Ordinances)

- 4.F [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](#)
- 4.G [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](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [25-0250](#) Joint Animal Services Update

7. CONTINUED PUBLIC COMMENT

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

9. CITY MANAGER'S REPORT AND REFERRALS**10. ADJOURNMENT**

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



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

City Council

Approval of March 4, 2025 Olympia City Council Meeting Minutes

Agenda Date: 3/18/2025
Agenda Item Number: 4.A
File Number:25-0213

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

Title

Approval of March 4, 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, 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

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

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

Councilmember Vanderpool read the proclamation.

Disability Justice Task Force Project Manager Joslyn Nelson and Disability Inclusion Network Co Chair Sarah Norton accepted the proclamation and shared information regarding the history of disability rights and challenges for disabled community members.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Damiya Burling and Robert Burgess.

4. CONSENT CALENDAR

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

The minutes were adopted.

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

The decision was adopted.

- 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

The resolution was adopted.

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

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

Approval of the Consent Agenda

Councilmember Vanderpool moved, seconded by Councilmember Madrone, 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

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

Assistant City Manager Stacey Ray shared an overview of the creation and structure of the Social Justice and Equity Commission.

Councilmembers asked clarifying questions.

Mayor Pro Tem Huynh moved, seconded by Councilmember Gilman, to approve on first reading, and forward to second reading, an ordinance to amend Olympia Municipal Code Chapter 2.100 related to establishment of a Community Policing Board. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Mayor Pro Tem Huỳnh, 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

- 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

Councilmembers reported on meeting and events attended.

Councilmember Green moved, seconded by Councilmember Madrone, 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. The motion carried by the following vote:

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

Excused: 1 - Councilmember Cooper

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager reported that he is working to arrange a joint meeting with the Port of Olympia. He also announced the appointment of Susan McLaughlin as the City's new Community Planning and Economic Development Director and thanked Acting Director Tim Smith for his service in the acting role.

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

Mayor Payne recessed the meeting at 7:22 p.m. He asked the Council to reconvene in 5 minutes for an 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.

Mayor Payne reconvened the meeting at 7:27 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 was adjourned at 8:28 p.m.



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

City Council

Approval of March 11, 2025 Olympia City Council Meeting Minutes

Agenda Date: 3/18/2025
Agenda Item Number: 4.B
File Number:25-0241

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

Title

Approval of March 11, 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, March 11, 2025

6:00 PM

Council Chambers, Online and Via
Phone

Study Session

Attend: [https://us02web.zoom.us/j/83852575740?
pwd=0Wr6uUyDuzGUUpN2jkJsKWehZSQIQDS.1](https://us02web.zoom.us/j/83852575740?pwd=0Wr6uUyDuzGUUpN2jkJsKWehZSQIQDS.1)

1. ROLL CALL

Present: 6 - Mayor Dontae Payne, Mayor Pro Tem Y n Hu nh, Councilmember Clark Gilman, Councilmember Kelly Green, Councilmember Dani Madrone and Councilmember Robert Vanderpool

Excused: 1 - Councilmember Jim Cooper

2. BUSINESS ITEMS

2.A [25-0208](#) Olympia's Commute Trip Reduction Plan Update

Olympia Senior Planner Michelle Swanson, Thurston Regional Planning Council Senior Planner Veronica Jarvis and Thurston Regional Planning Council Assistant Planner George Castillo briefed the City Council on Olympia's Commute Trip Reduction Plan Update for 2025-2029. The Plan updates be brought forward for City Council approval at their April 8, 2025 business meeting.

Councilmembers asked clarifying questions.

The study session was completed.

2.B [25-0198](#) Home Energy Assessment and Disclosure Policy Update

Climate Program Specialist Jaron Burke presented a proposed ordinance that would update the City's regional Home Energy Assessment and disclosure policy.

Councilmembers asked clarifying questions.

The study session was completed.

2.C [25-0210](#) Briefing on Renter Protection Measures

Senior Housing Program Specialist Christa Lenssen briefed the Council on the City's renter protections and discussed the next phase of tenant protections to be implemented Q2 2025 - Q1 2026.

Councilmembers asked clarifying questions and agreed for the ordinance to move forward to the City Council for action.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 8:16 p.m.



City Council

Approval of a Resolution Authorizing an Agreement with Thurston County for a Heritage Grant to Fund a Historic Preservation Data Management Project

Agenda Date: 3/18/2025
Agenda Item Number: 4.C
File Number: 25-0222

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

Title

Approval of a Resolution Authorizing an Agreement with Thurston County for a Heritage Grant to Fund a Historic Preservation Data Management Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an agreement with Thurston County for a Heritage Grant to fund a historic preservation data management project.

Report

Issue:

Whether to approve a Resolution authorizing an agreement with Thurston County for a Heritage Grant to fund a historic preservation data management project.

Staff Contact:

Brittany Gillia, Historic Preservation Officer, Community Planning & Economic Development Department, 360.753.8427

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In January 2024, Thurston County awarded the City a grant of \$7,500.00 to fund a historic preservation intern, with an in-kind matching amount of City staff time valued at \$7,500.00. Due to various factors, the grant was unable to be executed in 2024.

Staff requested an agreement modification from Thurston County to extend the scope of work to include six (6) additional months to execute the grant, and to modify the scope to include funding

additional hours to existing part-time staff for dedicated hours toward the data management project.

This Resolution grants the City Manager the authority to execute the modified Thurston County Heritage Grant agreement and will result in the digitization and management of physical records for the Olympia Heritage Register. The data will then be organized and displayed in a user-friendly interface for the public to access.

Climate Analysis:

Transitioning the City's Historic Preservation files to a digital file storage system will encourage the reduction of paper use, decrease the need for storage and physical transportation of the files and reduce vehicular trips by the public who would otherwise travel to City Hall to view the files.

Equity Analysis:

The Historic Preservation data management work funded by this grant will remove barriers to accessing information related to the Olympia Heritage Register. The current archive of historic records are largely paper files, and the goal will be to digitize them and provide new, user friendly ways to display the data to increase the searchability.

Neighborhood/Community Interests (if known):

Community members with interest in properties individually listed in the Olympia Heritage Register or that are part of a locally listed historic district may be interested in the project and execution of the grant agreement.

Financial Impact:

Executing the modified grant agreement would result in an additional \$7,500.00 of staff time, estimated at approximately 170 hours, to be dedicated to the data management project. The agreement includes an in-kind match of \$7,500.00 of City staff time which is covered in the department's 2025 budget.

Options:

1. Move to approve a Resolution authorizing an agreement with Thurston County for a Heritage Grant to fund a historic preservation data management project.
2. Move to approve a Resolution authorizing an agreement with Thurston County for a Heritage Grant to fund a historic preservation data management project with modifications.
3. Do not approve the Resolution.

Attachments:

Resolution
Agreement
Contract Amendment Letter
Agreement Modification

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE HERITAGE GRANT PROGRAM AGREEMENT AND MODIFICATION BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY, WASHINGTON TO FUND A HISTORIC PRESERVATION DATA MANAGEMENT PROJECT

WHEREAS, according to RCW 36.22.170, the Thurston County Heritage Grant Program ("Grant") is required to be used for programs and projects related to historic preservation and is funded by revenues that Thurston County, Washington collects from the recording of documents; and

WHEREAS, the City of Olympia ("City") applied to the 2024 Thurston County grant cycle and was conditionally awarded \$7,500.00 with an in-kind matching amount of City staff time valued at \$7,500 to fund a history intern on January 30th 2024; and

WHEREAS, the City entered into the original Heritage Grant Program Agreement on February 1, 2024 but was unable to complete the grant deliverables and requested an agreement modification to extend the scope of work and a six (6) month extension to use Grant funds towards historic preservation data management in lieu of hiring a historic preservation intern; and

WHEREAS, Thurston County and the City wish to enter the Heritage Grant Program Agreement and Modification No. 1 to document the terms and conditions governing the award and disbursement of the Grant;

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

1. The Olympia City Council accepts the award of funds for historic preservation data management and an in-kind match of City staff time and hereby approves the Heritage Grant Program Agreement for Thurston County Grant No. HGP-24-005 COO dated January 30, 2024 and the subsequent "Agreement Modification No. 1" dated January 9, 2025.
2. The City Manager or his designee is authorized and directed to execute on behalf of the City of Olympia the Amendment Modification No. 1 to the Heritage Grant Agreement with Thurston County and any other documents necessary to obligate funds for the historic preservation data management project and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Jake Stillwell

DEPUTY CITY ATTORNEY

THURSTON COUNTY HERITAGE GRANT PROGRAM

Grant No. HGP-24-005 COO

THIS AGREEMENT is made and entered into this 30TH day of January, 2024, by and between Thurston County, Washington, hereinafter called GRANTOR, and the City of Olympia, hereinafter called GRANTEE.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AGREEMENT.

(a) This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (i) this Agreement; (ii) Statement(s) of Work (attached hereto); and (iii) application materials as submitted for the Thurston County Heritage Grant Program, which are all incorporated into this agreement by this reference.

(b) In consideration of receiving grant funding, the Grantee agrees:

(i) to perform the scope of work as described in the Statement of Work and the application materials as submitted for the Thurston County Heritage Grant Program.

(ii) that only the items/activities set forth in the Statement of Work and the application materials may be charged against the grant project.

(iii) to perform the activities and produce the products described in the Statement of Work and the application materials in accordance with the standards, guidelines and/or best practices outlined in this Agreement (including all attachments) and/or utilized in the industry for similar work. Grantor reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the Grantee fails to perform these activities in accordance with these standards, guidelines and/or best practices.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any of the benefits GRANTOR provides for its employees. The GRANTEE will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, subcontractors, or otherwise during the performance of any Statement of Work attached hereto. GRANTOR shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE.

This agreement is for the benefit of the parties; no third party beneficiary relationships are intended.

3. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have an Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

THURSTON COUNTY HERITAGE GRANT PROGRAM

a. For GRANTEE:

Name of Representative: Holly Borth

Title: Olympia Historic Preservation Officer

Mailing Address: 601 4th Avenue E

City, State and Zip Code: Olympia, WA 98507

Telephone Number: (360) 688-0419

Fax Number: ()

E-mail Address: hborth@ci.olympia.wa.us

b. For GRANTOR:

Name of Representative: Sonja Cady

Title: Historic Commission Staff

Mailing Address: 3000 Pacific Ave SE, Suite 100

City, State and Zip Code: Olympia, WA 98501-2043

Telephone Number: 360-867-2117

Fax Number: 360-754-2939

E-mail Address: sonja.cady@co.thurston.wa.us

4. HOLD HARMESS AND INDEMNIFICATION.

a. The GRANTEE shall hold harmless, indemnify and defend the GRANTOR, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the GRANTEE's acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by the GRANTEE or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the GRANTEE's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the GRANTOR, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the GRANTEE's obligations hereunder shall apply only to the percentage of fault attributable to the GRANTEE, its employees, agents or subcontractors.

b. In any and all claims against the GRANTEE, its officers, officials, employees and agents by any employee of the GRANTEE, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the GRANTEE or

THURSTON COUNTY HERITAGE GRANT PROGRAM

subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the GRANTEE expressly waives any immunity the GRANTEE might have had under Title 51 RCW. By executing the Agreement, the GRANTEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the GRANTEE makes with any subcontractor or agent performing work hereunder.

c. The GRANTEE obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the GRANTEE, the GRANTEE's employees, agents or subcontractors.

5. **MONITORING AND EVALUATION.** GRANTEE agrees to cooperate and participate in GRANTOR's heritage grant program monitoring and evaluation process. Annual monitoring and evaluation procedures and quarterly reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and / or evaluation site visits; however, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, or audit by GRANTOR or its designee.

6. **NON DISCRIMINATION.**

a. Thurston County is an equal opportunity employer.

b. GRANTEE agrees that it shall comply with all applicable federal, State, and County laws and regulations regarding non-discrimination in:

1. any terms or conditions of employment; and
2. denying an individual the opportunity to participate in any program provided by the Agreement and Statements of Work through the provision of goods, services, or benefits to clients.

7. **GENERAL BUDGET PROVISIONS.** Payment for services shall be made in accordance with the Statement(s) of Work attached to the Agreement.

8. **INSURANCE; NO LIMITATION.** The GRANTEE and its subcontractors shall procure and maintain for the duration of this Agreement, insurance for claims which may arise from, or in connection with, the performance of the Project work hereunder by the GRANTEE, its agents, representatives, or employees. The GRANTEE's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the GRANTOR's recourse to any remedy available at law or in equity.

9. **TERMINATION.** If either party hereto fails to comply with the terms and conditions of this Agreement, applicable Special Terms and Conditions, or Statement of Work the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement and/or Statement(s) of Work in the manner specified herein.

THURSTON COUNTY HERITAGE GRANT PROGRAM

a. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement and / or Statement(s) of Work in whole or in part for a substantial and material breach thereof by GRANTEE upon ten days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is clearly necessary to protect the public interest. Corrective action correspondence shall be delivered by certified mail / return receipt.

b. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement and / or Statement(s) of Work in whole or in part for a substantial and material breach thereof by GRANTOR upon ten days written notice of termination.

c. Termination and Other Grounds. This Agreement and Statement(s) of Work may also be terminated in whole or in part by mutual written agreement of the parties.

10. MODIFICATION. Either party may request changes in a Statement(s) of Work; however, no changes to the Statement of Work shall be valid or binding upon either party unless such change is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of a Statement of Work, or in the event that a Statement of Work is terminated in whole or in part for any reason other than the normal completion of the Statement of Work, GRANTEE shall submit within ninety days after the date of expiration of a Statement of Work all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTOR or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under any Statement of Work shall be transferred or assigned by GRANTEE.

13. APPLICABILITY OF LAW.

a. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that the Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as to interpretation and performance.

b. Venue shall be Thurston County, Washington.

14. SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the GRANTOR determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the GRANTOR may, in its sole discretion, terminate this Agreement.

THURSTON COUNTY HERITAGE GRANT PROGRAM

15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations of understandings not incorporated in this Agreement are specifically excluded.

16. NOTICES. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 4.b was mutually negotiated and specifically agreed to by the parties herein.

DATED this 1st day of February, 2024.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

CITY OF OLYMPIA



Leonard Bauer, Director of Community Planning & Development



APPROVED AS TO FORM BY PAO ON FEBRUARY 1, 2024

STATEMENT OF WORK

\$7,500 has been awarded to the City of Olympia ('GRANTEE') by the Thurston County Board of Commissioners ('GRANTOR') to cover expenditures related to the History Intern 2024. The \$7,500 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be related to funding the History Intern 2024.
2. City of Olympia expenditures funded by this grant shall not exceed 7,500.
3. City of Olympia must complete project as described in the applications materials as submitted for the Thurston County Heritage Grant Program.
4. Grant funds shall not be used to pay for any purpose other than for project expenditures set for in this Statement of Work.
5. Upon completion of the project, City of Olympia will submit a completed Heritage Grant Program Reimbursement Request and Final Report (Attachment A). For reimbursement prior to the completion of the project, the City of Olympia will submit a completed Reimbursement Request Only and Progress Report (Attachment A).
6. The project shall be completed by December 31, 2024 unless a one-time six-month extension has been granted. The one-time extension should be requested at least 30 days prior to the original project completion date.



**COMMUNITY PLANNING &
ECONOMIC DEVELOPMENT**

3000 Pacific Ave SE, Olympia, WA 98501

TTY/TDD call 711 or 1-800-833-6388

Website: ThurstonCPED.org

Creating Solutions for Our Future

Ashley Arai, Director

Tim Smith, Interim Director
Community Planning & Development
City of Olympia
601 4th Avenue E
Olympia WA 98507

January 7, 2025

Dear Mr. Smith,

I am pleased to inform you that your 2024 Heritage Grant Program award has been provided an extension until June 30, 2025 and a revision in the scope of work.

At the request of Brittany Gillia, City of Olympia Historic Preservation Officer, Thurston County considered several factors in its decision. The original application was to fund a historic preservation intern, but due to staff and leadership turnover at the city, the original plan to hire an intern was not fulfilled by the end of 2024.

Ms. Gillia proposed an extension to the original contract (attached), which the county is able to provide. In addition to the extension, a request was made to revise the scope of the contract from hiring an intern to using the funds to have a staff GIS specialist dedicated to Historic Preservation data management. This work will help prepare the way for a future storymap on the city's historic preservation webpage and create a user-friendly catalog of historic properties. Thurston County agrees that this is an appropriate use of the Heritage Grant Program funds.

Next steps as outlined by city staff via e-mail on December 9, 2024, city staff should:

- Coordinate budget logistics with Human Resources
- Prepare an updated scope and project working schedule

We look forward to receiving those materials. Please let me know if you have any questions regarding this contract amendment.

Thank you.

Leah Davis

Leah Davis
Associate Planner/Historic Preservation Officer

Heritage Grant Program
Agreement Modification No. 1

THURSTON COUNTY/CITY OF OLYMPIA HISTORY INTERN 2024

GRANT NO. HGP-24-005 COO

THIS GRANT AGREEMENT MODIFICATION is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Avenue S.E., Olympia, Washington 98501, hereinafter "**GRANTOR**," and **CITY OF OLYMPIA**, a municipal corporation, with its mailing address at 601 4th Ave E., Olympia, WA 98507, hereinafter "**GRANTEE**."

Contract MODIFICATIONS are allowed under Section 10 of the original Agreement with a written Agreement MODIFICATION signed by both parties and attached to the original Agreement. In consideration of circumstances faced by the Grantee, the Grantor and Grantee approve the use of Heritage Grant Program funds to be used towards historic preservation data management that will prepare the way for a future storymap and a user-friendly catalog of historic properties for the city's historic preservation webpage instead of hiring a historic preservation intern. This contract amendment also updates the project deadline and Grantee representative.

Contract Modifications

1. In consideration of the mutual benefits and covenants contained within the original contract, the parties agree to an Agreement MODIFICATION to Heritage Grant Program Grant No. HGP-25.005 COO to modify the following provisions of the original statement of work: "1. Project expenditures funded by this grant shall be related to funding the History Intern, or to fund city staff to perform equivalent work."
2. The deadline for the revised scope of work has been extended from December 31, 2024 to June 30, 2025.
3. Section 3 of the grant agreement is hereby modified to update the representatives for each entity:

Section 3. AGREEMENT REPRESENTATIVES

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

a. For GRANTEE:

Name of Representative: Brittany Gillia

Title: Project Lead

Mailing Address: 601 4th Ave E.

City, State and Zip Code: Olympia, WA 98507

Telephone Number: 360-753-8427

Fax Number: N/A

E-mail Address: bgillia@ci.olympia.wa.us

b. For COUNTY:

Name of Representative: Sonja Cady

Title: Historic Commission Staff

Mailing Address: 3000 Pacific Avenue

City, State and Zip Code: Olympia WA, 98501

Telephone Number: (360) 867-2117

Fax Number: (360) 754-2939

E-mail Address: sonja.cady@co.thurston.wa.us

All other provisions of the original grant agreement and scope of work remain unchanged and in force.

Executed in duplicate originals this _____ day of _____, 2025.

THURSTON COUNTY, WASHINGTON



Ashley Arai, Director, Community Planning & Economic Development

CITY OF OLYMPIA HISTORIC PRESERVATION OFFICER

Brittany Gillia, Project lead

Heritage Grant Program
Agreement Modification No. 1

THURSTON COUNTY/CITY OF OLYMPIA HISTORY INTERN 2024

GRANT NO. HGP-24-005 COO

THIS GRANT AGREEMENT MODIFICATION is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Avenue S.E., Olympia, Washington 98501, hereinafter "**GRANTOR**," and **CITY OF OLYMPIA**, a municipal corporation, with its mailing address at 601 4th Ave E., Olympia, WA 98507, hereinafter "**GRANTEE**."

Contract MODIFICATIONS are allowed under Section 10 of the original Agreement with a written Agreement MODIFICATION signed by both parties and attached to the original Agreement. In consideration of circumstances faced by the Grantee, the Grantor and Grantee approve the use of Heritage Grant Program funds to be used towards historic preservation data management that will prepare the way for a future storymap and a user-friendly catalog of historic properties for the city's historic preservation webpage instead of hiring a historic preservation intern. This contract amendment also updates the project deadline and Grantee representative.

Contract Modifications

1. In consideration of the mutual benefits and covenants contained within the original contract, the parties agree to an Agreement MODIFICATION to Heritage Grant Program Grant No. HGP-25.005 COO to modify the following provisions of the original statement of work: "1. Project expenditures funded by this grant shall be related to funding the History Intern, or to fund city staff to perform equivalent work."
2. The deadline for the revised scope of work has been extended from December 31, 2024 to June 30, 2025.
3. Section 3 of the grant agreement is hereby modified to update the representatives for each entity:

Section 3. AGREEMENT REPRESENTATIVES

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

a. For GRANTEE:

Name of Representative: Brittany Gillia

Title: Project Lead

Mailing Address: 601 4th Ave E.

City, State and Zip Code: Olympia, WA 98507

Telephone Number: 360-753-8427

Fax Number: N/A

E-mail Address: bgillia@ci.olympia.wa.us

b. For COUNTY:

Name of Representative: Sonja Cady

Title: Historic Commission Staff

Mailing Address: 3000 Pacific Avenue

City, State and Zip Code: Olympia WA, 98501

Telephone Number: (360) 867-2117

Fax Number: (360) 754-2939

E-mail Address: sonja.cady@co.thurston.wa.us

All other provisions of the original grant agreement and scope of work remain unchanged and in force.

Executed in duplicate originals this 7 day of January, 2025.

THURSTON COUNTY, WASHINGTON



Ashley Arai, Director, Community Planning & Economic Development

CITY OF OLYMPIA HISTORIC PRESERVATION OFFICER

Brittany Gillia, Project lead



City Council

Approval of a Resolution Authorizing an Agreement with Thurston County for Basic Life Support Funding

Agenda Date: 3/18/2025
Agenda Item Number: 4.D
File Number:25-0192

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

Title

Approval of a Resolution Authorizing an Agreement with Thurston County for Basic Life Support Funding

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Agreement with Thurston County for Basic Life Support (BLS) Funding.

Report

Issue:

Whether to approve a Resolution authorizing an Agreement with Thurston County for BLS Funding.

Staff Contact:

Matt Morris, Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar

Background and Analysis:

Thurston County (Medic One) and the City of Olympia (Fire Department) have a long-standing working relationship for the delivery of Advanced Life Support (ALS) Paramedic Services and BLS EMT/Firefighter Services. For over 40 years, there has been an Intergovernmental Agreement detailing the reimbursement from the County to the City regarding the ALS services.

In 2019, an Intergovernmental EMS Contract for BLS services was executed. This Agreement enables Thurston County to provide additional financial support and medical supplies to the City.

Climate Analysis:

The impacts of this Agreement have been applied through the climate lens of the Climate

Framework. Providing community fire protection and emergency response resources helps reduce greenhouse gas emissions. Greenhouse gas emissions are reduced when safe and effective emergency response minimizes the loss of life and property. This Agreement indirectly supports the objectives of the Climate Framework.

Equity Analysis:

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

Neighborhood/Community Interests (if known):

The delivery of ALS Paramedic Services and BLS EMT/Firefighter Services is a critical community service.

Financial Impact:

The amount of BLS financial support received by the City as Fire Department revenue and funding for BLS supplies and equipment (non-revenue) supplied to the Fire Department varies yearly based on the Countywide EMS system call volumes. The revenue received in 2024 for BLS financial support was \$132,892.00, with a similar amount provided to the Fire Department for BLS supplies and equipment. The BLS Agreement contains language to allow varying annual funding amounts without re-signing a new contract each year.

Options:

1. Move to approve a Resolution authorizing an Agreement with Thurston County for BLS Funding.
2. Do not Move to approve a Resolution authorizing an Agreement with Thurston County for BLS Funding.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
THURSTON COUNTY FOR BASIC LIFE SUPPORT FUNDING**

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

WHEREAS, the City of Olympia, for the Fire Department (City), and Thurston County (County) had an existing Intergovernmental EMS Contract for the reimbursement of Basic Life Support (BLS) funding; and

WHEREAS, the City and the County wish to continue this arrangement with minor “housekeeping” changes; and

WHEREAS, in consideration of the mutual benefits and covenants contained in the Interlocal Agreement, the City and the County wish to enter into an updated Agreement;

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

1. The Olympia City Council hereby approves the form of the Interlocal Agreement between the City of Olympia and Thurston County for Basic Life Support (BLS) funding and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the 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:

Mark Barber
CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF OLYMPIA
FOR
BASIC LIFE SUPPORT FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the ‘COUNTY’ and **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the ‘AGENCY’ jointly referred to herein as “the Parties,” or singularly as a “Party.”

RECITALS

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

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

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

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

WHEREAS, The Agencies have the statutory authority to provide emergency medical services at levels established by the Agency; and

WHEREAS, the COUNTY desires to assist the AGENCY in the funding and coordination emergency medical services as hereinafter set forth; and

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

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

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

I. SERVICES

1. The AGENCY and COUNTY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY or COUNTY responsibilities, respectively, throughout this Agreement and as detailed in Exhibit "A" attached hereto and made a part hereof.

II. EFFECTIVE DATE; DURATION

1. The term of this Agreement and the performance of the AGENCY shall commence on January 1, 2025. This Agreement will terminate on December 31, 2027. This Agreement may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior

to termination. This Agreement replaces and supersedes all prior interlocal Agreements between the COUNTY and the AGENCY regarding the subject matter contained in this Agreement. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES COUNCIL

1. The AGENCY and the COUNTY shall coordinate and provide levels of funding for the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
2. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
3. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. Provided, however, the AGENCY retains sole authority and discretion to determine the level of emergency medical services provided by the AGENCY. The EMS Council is not a party to this Agreement, and nothing herein shall serve to create authority or third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

1. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Agreement. COUNTY shall pay AGENCY in accordance with Exhibit "B" for each of the services performed by the AGENCY regardless of whether the AGENCY provides all identified services.
2. No payment by the COUNTY shall be made for any service rendered by AGENCY without a signed Intergovernmental EMS Agreement for BLS funding.
3. The COUNTY will deduct the amount from the AGENCY's BLS Equipment and Supplies fund of any order placed through the COUNTY's purchasing system. AGENCY can also request reimbursement from their BLS Equipment and Supply fund balance for qualified purchases made directly by the AGENCY. For a purchase to be deemed qualified, it must meet the intent of the funding mechanisms of this Agreement, which is defined in Exhibit A: II(C). Any balance remaining on December 31st in the AGENCY's BLS Equipment and Supply fund will be returned to the Medic One fund.
 - 3.1 Purchase requests over \$49,999.00 requires prior approval from Thurston County Medic One. Purchase requests over \$49,999.00 must be received at least 60 calendar days prior to ordering the item or service.
 - 3.2 Invoices and reimbursement requests need to be submitted within 30 days from the date the item or service is received.
 - 3.3 Goods and services shall be ordered no later than November 30th of each year and must be received by December 31st.

- 3.4 Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15th of the following year.
4. The COUNTY will make a direct payment in May of each calendar year to the AGENCY for their portion of the funds designated to support the AGENCY's BLS service delivery. The amount of the direct payment is determined annually through the process described in Exhibit "B".
5. The COUNTY will make a direct payment in May of each calendar year to the AGENCY for their portion of the funds designated to support the AGENCY's delivery of OTEP to their affiliated BLS personnel. The amount of the direct payment is determined annually through the process described in Exhibit "B".
6. The COUNTY will make two (2) direct payments in May and November of each calendar year to the AGENCY for the COUNTY's portion of the funds designated to support BLS MSO activities. The amount of the direct payment is determined annually through the process described in Exhibit "B" and will be pro-rated based on completion of the MSO deliverables outlined in Exhibit "A".
7. If AGENCY is merged with another agency, allocated funds will remain in the budget, only through the current COUNTY biennial budget.
8. In the rare circumstance where a Medic One Paramedic accompanies a patient on an AGENCY BLS transport capable unit due to emergency circumstances, the AGENCY may bill Medic One based upon the current BLS Emergent rate schedule published by the Centers for Medicare & Medicaid Services (CMS). These transport charges shall be reimbursed utilizing the ALS budget and shall not utilize BLS funds. No additional fees, charges, or other costs shall be submitted to the patient or their health care provider.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

1. Both parties agree to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.
2. The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY, related solely to the terms of this Agreement, to ensure that actual expenditures remain consistent with the terms of this Agreement. Both parties shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration. Both parties agree that the other party or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
3. Both parties' fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

VI. ASSIGNMENT/SUBAGREEMENTING

1. The AGENCY shall not assign any portion of this Agreement without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment. This restriction shall not apply to an assignment pursuant to a contractual or statutory consolidation of an Agency with another governmental entity.
2. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
3. Any AGENCY technical/professional service sub agreement not listed in this Agreement, and relevant to the COUNTY, must have express, written advance approval by the COUNTY.
4. The COUNTY will not unreasonably withhold consent. If the COUNTY fails to respond to a request by the AGENCY to assign all or any portion of this Agreement within fifteen (15) calendar days, consent shall be deemed to have been given.

VII. FUTURE SUPPORT

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

VIII. COMPLIANCE WITH LAWS

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

IX. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

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

X. RELATIONSHIP OF PARTIES

1. The AGENCY is a municipal corporation that provides emergency medical services pursuant to specific statutory authority and this Agreement does not grant the COUNTY any direct control over the method or manner in which the AGENCY provides emergency medical services. The AGENCY is subject to oversight by the Department of Health and the Medical Program Director independent of this Agreement.
2. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees.
3. The COUNTY will not exercise control and direction over the work of the AGENCY. The County reserves the right to inspect the financial records of AGENCY to verify that AGENCY's expenditure of funds received under this Agreement meet the COUNTY's requirements.
4. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

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

CITY OF OLYMPIA
c/o FIRE CHIEF
PO BOX 1967
OLYMPIA, WA 98507

XI. POLITICAL ACTIVITY PROHIBITED

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

XII. MUTUAL INDEMNIFICATION; HOLD HARMLESS

1. The AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which exclusively result from or arise out of the actions of the AGENCY under this Agreement; provided, this section shall not apply to liability resulting exclusively from negligence of the COUNTY, its officers, or employees, or their errors.
2. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY or any person which exclusively result from or arise out of the actions of the COUNTY, its officers, agents, or employees or the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Thurston County Medical Program Director or any other medical doctor.

3. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.
4. The COUNTY and the AGENCY acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses, and damages are caused by or result from the concurrent negligence of the COUNTY, its agents, employees, and/or officers, and the AGENCY, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees, and/or officers. The parties hereto have expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit, or cause of action by one party's employee(s) against the other party.

XIII. INSURANCE

1. The COUNTY shall for the duration of this Agreement, self-insure.
2. The AGENCY shall maintain the following coverage and conditions:
 - 2.1 Professional Legal Liability: The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the AGENCY'S services as defined by this Agreement including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Agreement.
 - 2.2 Commercial General Liability: The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Agreement or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including Agreement liability coverage.
 - 2.3 Worker's Compensation: The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
 - 2.4 Verification of Coverage and Acceptability of Insurers: The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance Agreement shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

- 2.5 Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

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

- 2.6 The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Thurston County Risk Management Office.
- 2.7 The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- 2.8 The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

3. Other Insurance Provisions:

- 3.1 The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
- 3.2 Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- 3.3 The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.4 The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- 3.5 In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in this section, by proof of coverage afforded by participation and membership in a Washington State recognized municipal risk management pool.

XIV. TREATMENT OF ASSETS

1. Title to any property furnished by the COUNTY shall remain in the name of the COUNTY.
2. Title to all AGENCY owned nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the AGENCY.
3. The COUNTY shall be responsible for any loss or damage to property, above \$500.00, incurred in the performance of the Agreement which results from:

- 3.1 Normal wear and tear;
 - 3.2 Road hazards that are not reasonably foreseeable to the AGENCY;
 - 3.3 As among the parties to this Agreement, the negligence of a person not a party to this Agreement;
 - 3.4 Theft and vandalism.
4. Any loss or damage, listed in Section XIV. 3.2, to property of the COUNTY incurred in the performance of this Agreement shall be borne in the following manner:
 - 4.1 The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - 4.2 The COUNTY shall be responsible for the remainder.
 5. The AGENCY shall be responsible for any loss or damage to property of the COUNTY only when such loss or damage results from:
 - 5.1 Willful misconduct or negligence on the part of the AGENCY or its employees.
 - 5.2 Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Agreement.
 6. Upon the occurrence of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, AGENCY shall take all reasonable steps to notify the Medic One Administrator of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
 7. The AGENCY shall surrender to the COUNTY all property of the COUNTY within thirty (30) days after rescission, termination or completion of this Agreement unless another date for surrender of said property is mutually agreed upon by the parties.

XV. SUSPENSION, TERMINATION AND CLOSE-OUT

1. If either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Agreement, each may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.
 - 1.1 Suspension:
 - (a). If the AGENCY fails to comply with the terms of this Agreement, or if the AGENCY is unable to substantiate full compliance with the provisions of this Agreement, the COUNTY may initiate a suspension of the Agreement, provided that the AGENCY is first given a reasonable period, not less than 60 days, to cure any identified deficiencies. The COUNTY shall provide written notice of its intent to suspend the Agreement,

specifying in detail the alleged non-compliance, the corrective actions required, and the time frame within which such actions must occur to avoid suspension.

- (b). If the AGENCY does not cure the identified deficiencies within the specified time frame, the COUNTY may proceed with suspension of the Agreement, pending further corrective action or investigation. The effective date of suspension shall be no earlier than 37 days following written notice of suspension to the AGENCY. The suspension shall remain in effect only until the AGENCY has satisfactorily addressed the identified deficiencies and demonstrated full compliance with the Agreement's terms.
- (c). During the suspension period, the AGENCY may not incur new obligations under the Agreement unless such obligations are reasonable, necessary, and could not have been avoided despite the suspension. Any allowable costs incurred during this period shall be subject to the COUNTY's approval.
- (d). Upon the AGENCY's demonstration of compliance to the COUNTY's satisfaction, the COUNTY shall promptly notify the AGENCY in writing that the suspension has ended, including the effective date of reinstatement.

1.2 Termination For Material Breach. Either party may terminate this Agreement in the event of a Material Breach of this Agreement by the other party pursuant to the following process:

- (a). The non-breaching party shall provide the breaching party with written notice which sets forth the alleged Material Breach(es)
- (b). The breaching party shall have ninety (90) days following receipt of the notice from the non-breaching party (the "Cure period") to cure such alleged Material Breach(es).
- (c). In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period, by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.
- (d). For purpose of this Agreement, a "Material Breach" shall be the failure of a party to perform a contractual obligation that inhibits the other party from performing its payment or service obligations.

1.3 Termination for Other Grounds: This Agreement may also be terminated in whole or in part as follows:

- (a). By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated.
- (b). This Agreement may only be terminated or amended due to the unavailability of anticipated funding sources by written consent of the parties and under the following conditions:

- (i). **Notice of Revenue Shortfall.** The COUNTY must provide documented, written evidence that the anticipated revenue sources specified in this Agreement have not become available, despite reasonable efforts by the COUNTY to secure such funds.
 - (ii). **Notice and Consultation.** Before any termination or amendment is enacted, the COUNTY shall provide the AGENCY with at least 90 days' written notice of the potential funding shortfall. The notice must include a detailed explanation of the funding issue, the specific services or obligations affected, and proposed actions to address the shortfall.
 - (iii). **Good Faith Collaboration.** During the 90-day notice period, the COUNTY and the AGENCY shall engage in good faith efforts to negotiate an amendment to the Agreement that addresses the funding limitations while preserving as much of the original scope of services as practicable. Both parties shall explore alternative funding arrangements, service adjustments, or other mutually acceptable solutions before termination is considered.
 - (iv). **Proportional Reductions.** In lieu of termination, the Agreement shall be amended to reflect funding limitations, with reductions applied proportionally to the scope of services or obligations, unless both parties agree otherwise in writing.
 - (v). **Final Termination Conditions.** Termination of the Agreement due to unavailability of anticipated funding sources shall only occur if:
 - A. The COUNTY has made reasonable efforts to secure alternative funding or adjust the Agreement;
 - B. The AGENCY and the COUNTY are unable to agree on an amendment despite good faith negotiations; and
 - C. The COUNTY provides a final written notice of termination at least 30 days before the effective date, specifying the steps taken to address the funding issue and the reasons why amendment was not feasible.
2. Close-Out: In the event that this Agreement is terminated in whole or in part for any reason, the following provisions shall apply:
- 2.1 Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments, however, the COUNTY shall not be obligated to pay for such costs from its general fund, or any funding source other than the Levy;
 - 2.2 The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed as those services are contemplated by this Agreement, over which the AGENCY shall have sole control and discretion to provide in accordance with the terms herein.
 - 2.3 The AGENCY shall submit, within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement.

- 2.4 In the event a financial audit has not been performed prior to close out of this Agreement, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit. Prior to conducting a financial audit, the COUNTY shall provide the AGENCY seven days' written notice of its intent to conduct the audit. In no event may the COUNTY withhold sums from the AGENCY when the COUNTY has not done an audit within 30 days of the aforementioned written notice.

XVI. JURISDICTION

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

XVII. SEVERABILITY

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

XVIII. ENTIRE AGREEMENT

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

XIX. NO THIRD PARTY LIABILITY

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

XX. DISPUTE RESOLUTION

1. The parties shall use reasonable efforts to mediate any dispute arising under this Agreement.

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

XXI. EQUAL OPPORTUNITY TO DRAFT

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

XXII. MISCELLANEOUS

1. **Successors.** All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the parties hereto.
2. **Effect of Recitals.** The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Recording.** The parties shall ensure that copy of this Agreement is filed with the Thurston County Recorder's Office or posted by subject on either party's website..
4. **No Separate Legal Entity Created.** This Agreement does not create a partnership between the parties and no separate legal entity is created by this Agreement and there is no joint board. No real or personal property belonging to the COUNTY shall be exchanged with AGENCY during the performance of this Agreement. No real or personal property belonging to the AGENCY shall be exchanged with COUNTY during the performance of this Agreement.
5. **Agreement Administration.** This Agreement shall be administered by the Fire Chief of the AGENCY and the COUNTY's Emergency Services Director. No Joint Board is created.
6. **Ratification.** Any work performed prior to the signature date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

*****SIGNATURES ON FOLLOWING PAGE*****

THURSTON COUNTY, WASHINGTON

CITY OF OLYMPIA, WASHINGTON

Director, Emergency Services

Steven J. Burney, City Manager

DATED: _____

DATED: _____

JON TUNHEIM
PROSECUTING ATTORNEY

APPROVED AS TO FORM:

By: Seth Dickey,
Deputy Prosecuting Attorney

Mark Barber

Mark Barber, City Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

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

II. SERVICES

- A. The AGENCY shall provide emergency medical services, at a level determined by the Agency in accordance with State Statute and Department of Health approved protocols.
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support for medical supplies (BLS Supply Fund), based on prior year call volume of the AGENCY.

AGENCY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the AGENCY's Washington State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the AGENCY, or by the AGENCY with reimbursement requested from the COUNTY. In the event the allocated amount for the AGENCY defined in Exhibit "B" (subject to annual adjustment) is exceeded due to previously unforeseen circumstances, the AGENCY may request the COUNTY to deduct the overage amount from the AGENCY's following years supply fund provided that the AGENCY's following year's supply fund is not exceeded.

- C. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide Financial Support directly to the AGENCY (Direct Support) to cover a portion of the costs for the provision of their BLS service delivery, based on prior year call volume of the AGENCY. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
- D. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide OTEP Financial Support directly to the AGENCY to cover a portion of the cost of providing BLS OTEP to their BLS providers, based on the number of certified BLS providers affiliated with the AGENCY. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
- E. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support to cover a portion of the expenses of a BLS Medical Services Officer (MSO), based on the number of certified BLS providers affiliated with the AGENCY. Specific MSO deliverables are defined below. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
 - a. The AGENCY shall identify in writing to the COUNTY an AGENCY Point of Contact who is responsible for the completion of the tasks listed below. The

AGENCY Point of Contact shall provide the COUNTY with the name(s) of authorized AGENCY representative(s).

Each task is assigned a percentage of total available MSO funding for the applicable time period. MSO funding will be paid to the AGENCY at a pro-rated amount based on completion of the following deliverables. The assigned AGENCY Point of Contact is expected to ensure attendance of an authorized AGENCY representative to the meetings of the specified groups and functions. If the assigned authorized AGENCY representative is unable to attend one of the meeting occurrences, the AGENCY Point of Contact will provide for an authorized alternate representative.

The percentage of value listed below will indicate the relative share of compliance to the individual activity to calculate the share of funding to be provided to the AGENCY for MSO reimbursement. Attendance (or lack thereof) by an authorized AGENCY representative shall be tracked and documented by the COUNTY to ensure accuracy for compliance and the COUNTY shall provide a regular report to the AGENCY Point of Contact of the same. Each of the nine activities listed below shall be conducted with reasonable due notice of meeting dates, times and locations, in consideration of the individual AGENCY authorized representative's availability.

- i. Participation in the MSO Subcommittee – 10%
 - ii. Participation in the Protocol Advisory Subcommittee – 10%
 - iii. Participation in the Quality Improvement Subcommittee – 10%
 - iv. Participation in the Transportation Resource Utilization Workgroup – 10%
 - v. Participation in the MCI Workgroup – 10%
 - vi. Participation in the Equipment Workgroup – 10%
 - vii. Serve as a channel of communication between the AGENCY and the COUNTY – 10%
 - viii. Quality assurance activities as needed, including complaint investigation and follow-up – 10%
 - ix. OTEP coordination between the AGENCY and the COUNTY, including records submission and workshop attendance – 20%
- F. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all AGENCY EMS providers in addition to the BLS Supply, OTEP Support, MSO Support, and Direct Support amounts.
- G. The COUNTY shall provide and manage equipment, software and signal service subscription and manage operations and maintenance of cellular communications modems for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a Point of Contact to COUNTY's Medic One Systems Manager. The AGENCY shall leave modems powered on at all times. If the AGENCY is planning on adding or retiring a vehicle, they shall notify the COUNTY with enough lead time for COUNTY staff to arrange for installation or retrieval of COUNTY-owned hardware.

- H. The AGENCY shall use COUNTY ePCR in the field for patient care, and the COUNTY's Medic One Systems Manager shall coordinate any periodic updates as may be required.
- I. AGENCY shall report ePCR outages or COUNTY-owned equipment problems upon recognition of failure. The COUNTY shall be responsible for the repair or replacement of defective equipment at the COUNTY's expense.
- J. The COUNTY shall provide AEDs to the AGENCY for each Department of Health Licensed Aid or Ambulance BLS response vehicle. AGENCY is responsible for uploading AED data after use on each patient. AGENCY is responsible for replacement of consumable supplies associated with the AEDs, including electrodes and batteries, which may be obtained through the COUNTY supply ordering process. COUNTY is responsible for technical support of the AEDs.
- K. The AGENCY shall provide COUNTY with access to COUNTY owned equipment.
- L. The AGENCY shall not abuse or misuse COUNTY owned equipment.
- M. The AGENCY assumes all responsibility for equipment/supplies received commensurate with the terms and conditions identified in Section XIV "Treatment of Assets" in this Agreement.
- N. The COUNTY shall identify and maintain a materials and equipment supply ordering process and shall fulfil AGENCY supply orders within 2 business days. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the AGENCY on the date requested will be returned to stock unless prior notification is given for a delayed pick up.
- O. The AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- P. The COUNTY shall provide monthly BLS supply fund expenditure reports to the authorized AGENCY Point of Contact within 25 business days following the last day of the previous month.
- Q. The AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- R. THE AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- S. THE AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.

EXHIBIT B: PAYMENT

1. The formula for BLS funding may be updated by the COUNTY as needed without affecting other terms and conditions of this Agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and does not include runs made by the AGENCY for mutual aid outside its jurisdiction.
3. The annual EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by April 1st of each year. The AGENCY shall have the ability to review and comment on the content of such report to ensure accuracy and to initiate corrections if necessary.
4. The formula will also take into consideration each individual AGENCY's relative share of BLS personnel certified in Thurston County. The number of BLS personnel will be determined through each AGENCY's Department of Health roster on Secure Access Washington in February of each year.
5. The funding is based on the annual budget for BLS Support (financial, supplies & equipment, OTEP, and MSO) as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on its individual share (or percentage).
6. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
 - a. Each AGENCY's EMS run volume;
 - b. The percentage of the total Thurston County EMS run volume that AGENCY responded to;
 - c. Each AGENCY's number of Thurston County Department of Health BLS-certified personnel;
 - d. The total approved budget for financial support for each AGENCY;
 - e. The financial support base compensation for each AGENCY (same for all agencies);
 - f. The financial support compensation per run (call);
 - g. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call);
 - h. The total approved budget for OTEP financial support for agencies;
 - i. The OTEP financial support base compensation for each AGENCY (same for all agencies);
 - j. The OTEP financial support amount per certified BLS provider for each AGENCY;
 - k. The total OTEP financial support amount for each AGENCY;
 - l. The total approved budget for BLS MSO financial support for agencies;
 - m. The BLS MSO support base compensation for each AGENCY (same for all agencies);
 - n. The BLS MSO support amount per certified BLS personnel;
 - o. The total BLS MSO support amount for each AGENCY;
 - p. The total approved budget for supplies & equipment for AGENCYS;
 - q. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS);
 - r. The supply & equipment support compensation per run (call); and
 - s. The total compensation to be provided to each AGENCY.
7. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this Agreement.



City Council

Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Management for Mutual Aid Service

Agenda Date: 3/18/2025
Agenda Item Number: 4.E
File Number:25-0193

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

Title

Approval of a Resolution Authorizing an Agreement with Thurston County Emergency Management for Mutual Aid Service

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution an agreement between the City of Olympia and Thurston County Emergency Management for mutual aid services.

Report

Issue:

Whether to approve a Resolution authorizing an agreement between the City of Olympia and Thurston County Emergency Management for mutual aid services.

Staff Contact:

Matt Morris, Fire Chief, Olympia Fire Department, 360.753.8466

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

This Agreement supports the continuation of the long-established Thurston County Emergency Management Council (EMC), which is comprised of the county, cities, towns, and tribes. The EMC coordinates, shares, and mutually advises on emergency management information. This includes the effective preparation for, coordination of, and carrying out emergency management functions during emergencies and disasters caused by all hazards, whether natural, technological, or human-caused.

This agreement also establishes mutual aid between the participating parties. In the event of an emergency, this agreement will support our county's emergency management partners in assisting one another.

Due to outside agency changes, this agreement is coming before the Council for the second time for adoption.

Climate Analysis:

While this interagency agreement does not specifically address one of the sectors in the Climate Framework, it does support the City's initiative to reduce the impacts of climate change by helping to ensure the emergency response system has the appropriate resources and funding mechanisms to address all-hazard threats. The quicker resources can mobilize and mitigate the emergency, the less the environmental impacts will be.

Equity Analysis:

The impacts of this mutual aid agreement have been assessed using the City's Equity Framework. In broad terms, this agreement provides a mechanism to help people in need. When a disaster strikes, this agreement will support the City's desire to receive and share our specialized resources to mitigate hazards and relieve suffering for all affected.

Neighborhood/Community Interests (if known):

Public Safety-This interagency agreement supports the universal protection of life and property for all community members.

Financial Impact:

There is no financial impact related to this agreement.

Options:

1. Move to approve a Resolution an agreement between the City of Olympia and Thurston County Emergency Management for mutual aid services.
2. Do not approve the resolution authorizing the Interlocal Agreement between the City of Olympia and Thurston County Emergency Management for Mutual Aid Services.
3. Take other action.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT FOR THURSTON COUNTY EMERGENCY MANAGEMENT COUNCIL

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

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

WHEREAS, a unified approach to providing emergency management is cost efficient and can prevent the duplication of effort; and

WHEREAS, on June 4, 2024, the City Council approved Resolution No. M-2530 approving an Interlocal Agreement for mutual aid services with Thurston County and those cities, towns, and tribes located within or bordering Thurston County (the ILA); and

WHEREAS, after Olympia's approval, other jurisdictions sought changes to the ILA which necessitate the Council's further consideration; and

WHEREAS, it is in the best interest of the residents of the City of Olympia that all of the political subdivisions in Thurston County cooperate and coordinate with each other in developing emergency management plans and programs by creating a coordination organization to be known as the Thurston County Emergency Management Council;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement for the Thurston County Emergency Management Council, and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**INTERLOCAL COOPERATIVE AGREEMENT FOR
THURSTON COUNTY EMERGENCY MANAGEMENT COUNCIL**

THIS AGREEMENT is made and entered into in duplicate by and between Thurston County, Washington, a municipal corporation of the State of Washington, and those cities, towns and tribes located within or bordering Thurston County which are a signatory hereto, hereinafter "parties".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative undertakings by public agencies as defined in the Act; and

WHEREAS, it is in the best interest of the residents of Thurston County that all of the political subdivisions in the county cooperate and coordinate with each other in developing emergency management plans and programs; and

WHEREAS, a unified approach to providing emergency management is cost efficient and can prevent the duplication of effort.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein the parties agree as follows:

I. PURPOSE

It is the purpose of this Agreement that each participating member meet regularly and mutually advise each other regarding the effective preparation for, coordination of, and carrying out of emergency management functions, other than functions for which the military forces are primarily responsible; and to meet regularly and mutually advise each other regarding the mitigation of, preparation for, response to, and recovery from emergencies and disasters; and to mutually advise each other regarding aid to victims suffering from injury or damage resulting from emergencies or disasters caused by all hazards, whether natural, technological or human caused, and to mutually advise each other regarding the provision of support for search and rescue operations for persons and property in distress.

II. ORGANIZATION

A. There is hereby created a coordinating organization for purposes of mutual advice and discussion regarding emergency management, to be composed of the county, cities, towns and tribes, to be known as the Thurston County Emergency Management Council, hereinafter "EMC."

- B. The EMC shall commence its existence upon the approval of this Agreement by a minimum of four (4) parties. Thereafter, any incorporated city or town within the county or any federally- recognized tribe that shares a border with Thurston County may become a participating member of the joint organization. New membership will require an addendum to the original Agreement, pursuant to Section X, herein. This Agreement will supersede any other previous Interlocal Cooperative Agreement for the Emergency Management Council within Thurston County.

III. EMERGENCY MANAGEMENT COUNCIL

- A. Membership. The EMC shall consist of the designated agent of each signatory party.

The election of officers, terms of office, subcommittee appointments, and other operational issues shall be addressed in Bylaws to be adopted by the EMC.

- B. Duties and Responsibilities.

1. Consult on emergency management and mutual aid plans and make recommendations to the designated agents of the parties to this Agreement, for further discussion with their respective legislative bodies.
2. Make recommendations for the implementation of county-wide emergency management activities, make recommendations as to the scope of work necessary to implement such activities, make recommendations for an operating budget to support such activities, and make recommendations regarding the distribution of costs should the EMC incur costs. Recommendations may need review and approval by the governing bodies that are signatories to this Agreement.
3. Establish broad policy guidelines and program priorities for the EMC.

IV. FINANCES

- A. There is hereby created and established a special pooled fund, designated the "Emergency Management Council Fund." It is agreed by the parties hereto that said fund will be maintained and administered by Thurston County. All monies received by EMC, including financial contributions by the parties to this Agreement, shall be deposited in said fund.

Revenue to support the annual budget shall be derived from the following sources:

1. Federal or state funds.
2. Grants (other than federal or state), contributions, and donations by other agencies, groups, or individuals not signatory to this Agreement.
3. Parties to this Agreement shall be responsible for that portion of the annual budget not funded by sources 1 and 2 above.

4. The formula for funding will be per capita, based on population.
5. Special programs/projects shall be funded by a formula to be agreed to by the parties.

V. PROPERTY & EQUIPMENT

- A. The ownership of all property, equipment and monies owned by signatory parties prior to the execution of this Agreement shall remain the property of said parties notwithstanding its use by the EMC subsequent to the execution of this Agreement.
- B. The ownership of property or equipment loaned or contributed for use by the EMC by any party hereto shall remain with the lending or contributing party.
- C. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed by such party shall be returned to such party within 90 days following the date of the party's withdrawal.
- D. Upon termination of this Agreement, should any property be purchased by the EMC, the EMC shall liquidate the property, and the proceeds shall be shared by the parties to this Agreement in proportion to the financial contribution of each party in the year of acquisition of such property, equipment or monies.
- E. The terms of this section shall survive termination of this Agreement.

VI. SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

- A. General. The EMC may provide assistance to individual participating parties to assist them in effecting their emergency management plans and programs. Provision of such assistance under this Agreement does not establish an enforceable mutual aid agreement between the parties. The provision of assistance may include, but is not limited to, the following:
 1. Coordination of organizational activities in order to minimize death, injury and damages for periods before, during and after a natural or human-caused emergency/disaster.
 2. The implementation of local emergency management plans adopted by the signatory parties, the federal government, State of Washington, neighboring counties, military organizations and other support agencies.
 3. Effective utilization of resources within or from outside these jurisdictions to minimize the effects of an emergency/disaster and to facilitate the request of assistance through established emergency management channels, county to state, to region, to national.

4. Volunteer management.
5. Training for volunteer service providers.
6. Dissemination of disaster information, guidance and disaster education to the general public.
7. Superfund Amendments and Reauthorization Act (SARA) Title III activities.

VII. DURATION

This Agreement shall commence January 1, 2025, and shall terminate December 31, 2029. A five (5) year extension of this agreement may be executed upon the concurrence of the signatory agencies to this agreement.

VIII. WITHDRAWAL

Any party to this Agreement may withdraw from this Agreement effective December 31 of any year during the term hereof, provided such notice to withdraw is provided in writing 90 days prior to December 31. The withdrawal of any party shall not require dissolution of this Agreement, and no compensation shall be owed to any withdrawing party.

IX. TERMINATION

This Agreement will be terminated effective December 31 of any year during the term of this Agreement in the event a majority of the signatory parties exercise their right to withdraw from this Agreement as set forth in Section VIII.

X. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing, be approved by the governing bodies of each jurisdiction, and be recorded with the Thurston County Auditor. A written addendum will be required in the event that an incorporated city or town or a federally-recognized tribe wishes to become a participating member, to be executed in accordance with the requirements of Section II.B, herein.

XI. INDEMNITY

Each party shall be responsible for its own wrongful and negligent acts or omissions, or those of its officer, agents, or employees, and shall indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

XII. POLITICAL ACTIVITY PROHIBITED

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

XIII. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated herein for the parties.

XIV. JURISDICTION AND VENUE

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

DATED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Thurston County, Washington _____

Clerk of the Board

_____ Chair

Approved as to form:

Jon Tunheim

Prosecuting Attorney

_____ Commissioner

By: _____

Deputy Prosecuting Attorney

_____ Commissioner

_____ Commissioner

_____ Commissioner

Town of Bucoda

101A East 7th St, Bucoda, WA 98530

DATED: _____

_____ Mayor

Attest _____

City Clerk

Chehalis Tribe

30 Niederman Rd, Oakville, WA 98568

DATED: _____

_____ Title

City of Lacey
420 College St SE, Lacey, WA 98503

DATED: _____

City Manager

Attest _____

City Clerk

Approved as to form:

City Attorney

Nisqually Indian Tribe
11702 Yelm Hwy SE, Olympia, WA 98513

DATED: _____

Attest _____

Title

City of Olympia
100 Eastside St NE, Olympia, WA 98506

DATED: _____

City Manager

Attest _____

City Clerk

Approved as to form:

Mark Barber _____

City Attorney

City of Rainier
102 Rochester St West, Rainier, WA 98576

DATED: _____

Mayor

Attest _____

City Clerk

City of Tenino
149 Hodgden St S, Tenino, WA 98589

DATED: _____

Mayor

Attest _____

City Clerk

City of Tumwater
555 Israel Rd SW, Tumwater, WA 98501

DATED: _____

Mayor

Attest _____
City Clerk

City of Yelm
206 McKenzie St, Yelm, WA 98597

DATED: _____

Mayor

Attest _____
City Clerk



City Council

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

Agenda Date: 3/18/2025
Agenda Item Number: 4.F
File Number:25-0185

Type: ordinance **Version:** 2 **Status:** 2d 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 second reading, an ordinance amending Olympia Municipal Code Title 13.20 related to LOTT regulations.

Report

Issue:

Whether to approve on 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:

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

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 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 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: 3/18/2025
Agenda Item Number: 4.G
File Number:25-0195

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

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:

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

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, Olympia 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 6. 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:

Mark Barber

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

Joint Animal Services Update

Agenda Date: 3/18/2025
Agenda Item Number: 6.A
File Number:25-0250

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

Title

Joint Animal Services Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive an update on the operations of Joint Animal Services.

Report

Issue:

Whether to receive an update on the operations of Joint Animal Services.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Sarah Hock, Executive Director, Joint Animal Services

Background and Analysis:

Established in 1977, Joint Animal Services is funded pursuant to an intergovernmental agreement between Thurston County and the cities of Lacey, Olympia, and Tumwater. Animal Services operates an 8,000 sq. ft. facility on a centrally located site in Olympia and promotes responsible pet ownership for the health and safety of people and animals; enforces animal-related laws; reduces pet overpopulation through education and spay/neuter programs; alleviates animal suffering through proper medical care and humane euthanasia; and provides temporary shelter for strays and owner-released animals and opportunities for the adoption of these animals.

Executive Director Hock will present and update on the operations of Joint Animal Services.

Climate Analysis:

There are no known climate impacts related to this update.

Equity Analysis:

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

There are no known equity impacts related to this update.

Neighborhood/Community Interests (if known):

Joint Animal Services is the primary animal shelter and animal control agency for the Thurston County region and is centrally located in Olympia.

Financial Impact:

There is no financial impact related to the update.

Options:

1. Receive an update on the operations of Joint Animal Services.
2. Do not Receive an update on the operations of Joint Animal Services.
3. Receive the update at another time.

Attachments:

None