Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 19, 2021 **5:30 PM** **Online and via phone**

Register to attend:
https://us02web.zoom.us/webinar/register/WN_F6d9Bk8YQ2yJEFIlPNj3LQ

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A 21-0078 Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Attachments: Proclamation

3. PUBLIC COMMENT

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

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

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

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A 21-0079 Approval of January 12, 2021 City Council Meeting Minutes

Attachments: Minutes

4.B 21-0005 Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooner Berry Farm for Property Adjacent to Yelm Highway

Attachments: Resolution
Agreement

4.C 21-0031 Approval of a Resolution Authorizing a Ground Lease with Olympia School District for an Off-leash Dog Area

Attachments: Resolution
Ground Lease
Map

4.D 21-0049 Approval of a Resolution Ratifying and Confirming Emergency Actions of the City Manager to Temporarily Lower the Parking and Business Improvement Area Assessments for 2021 and Extend the Due Date of 2020 & 2021 Assessments to Help Mitigate Economic Impacts of the COVID-19 Pandemic

Attachments: Resolution
2021 Budget

4.E 21-0083 Approval of a Resolution Authorizing a Lease Agreement for Plum Street Village

Attachments: Resolution
Agreement

4.F 21-0071 Approval of Lodging Tax Advisory Committee 2021 Lodging Tax Funding Recommendations

Attachments: Lodging Tax Award Chart

4.G 21-0075 Approval of 2021 Council Meeting Calendar and Intergovernmental and Committee Assignments

Attachments: 2021 Calendar
Assignment

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

4.H 21-0059 Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees

Attachments: Ordinance

5. PUBLIC HEARING

5.A 21-0072 Public Hearing on Community Development Block Grant Program Year

2019 Annual Report

Attachments: DRAFT 2019 CAPER Citizen Summary

Draft 2019 CAPER

6. OTHER BUSINESS

6.A 21-0082 Review of Proposed Updates to the Thurston County 9-1-1 Intergovernmental Agreement

Attachments: Proposed Agreement Updates

6.B 21-0069 Community Court Update and Grant Award Announcement

Attachments: Quick Facts

Court Policy

Brochure

Article

6.C 21-0066 Update on the Process to Form a Social Justice and Equity Commission

Attachments: Process Overview

General Government Staff Report 7/22/20

Council Staff Report 8/11/20

Council Staff Report 11/2/20

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. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. EXECUTIVE SESSION

9.A 21-0068 Executive Session Pursuant to RCW 42.30.110(1)(g) - Personnel Matter (City Manager’s Performance Evaluation)

9. 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.

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

City Council

Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Agenda Date: 1/19/2021
Agenda Item Number: 2.A
File Number:21-0078

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

Title
Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Proclaim February 16-18, 2021, as Immigrant and Refugee Advocacy Days

Report
Issue:
Whether to proclaim February 16-18, 2021, as Immigrant and Refugee Advocacy Day.

Staff Contact:
Susan Grisham, Executive Assistant & Legislative Liaison, 360.753.8224

Presenter(s):
Bob Ziegler, Strengthening Sanctuary Alliance
Lin Nelson, Strengthening Sanctuary Alliance

Background and Analysis:
Organized by Strengthening Sanctuary Alliance, the gathering of immigrant and refugee rights advocates to virtually attend the Legislative Session is planned for February 16-18, 2021. Advocates will be meeting with legislators to voice support for key immigrant rights legislation.

Strengthening Sanctuary Alliance is a local organization created in 2016. The organization is dedicated to learning skills and working to ensure that the Olympia community is a welcoming supportive place for immigrant and refugee neighbors, friends, co-workers and family members.

In December 2016, the Olympia City Council passed a resolution declaring the City of Olympia a Sanctuary City.

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

Attachments:
Proclamation

P R O C L A M A T I O N

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

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

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

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

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

WHEREAS, we welcome the advocates for immigrants and refugees from throughout Washington who will attend the virtual legislative session to advocate for legislative measures that will protect immigrants and refugees during and after the pandemic; and

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

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim February 16 – 18, 2021 as

IMMIGRANT AND REFUGEE ADVOCACY DAYS

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

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 19th DAY OF JANUARY 2021.

OLYMPIA CITY COUNCIL

Cheryl Selby
Mayor

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

City Council

Approval of January 12, 2021 City Council Meeting Minutes

Agenda Date: 1/19/2021
Agenda Item Number: 4.A
File Number:21-0079

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

Title
Approval of January 12, 2021 City Council Meeting Minutes

Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 12, 2021 **5:30 PM** **Online and via phone**

Register to attend:
https://us02web.zoom.us/webinar/register/WN_p6t88Th7TPaH7E0L-Px1Wg

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Yến Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS

Mayor Selby announced ways to volunteer on Martin Luther King Jr. Day.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A 21-0051 Swearing In of Newly Appointed Councilmember Yen Huynh to City Council Position 2

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Rich Lehman, Kyle Schrader, Hattie O, Talauna Reed, Shana Clayton, Krystafer Brown, Ash Morgan, and McCaw Grandstaff.

4. CONSENT CALENDAR

4.A 21-0021 Approval of December 15, 2020 City Council Meeting Minutes

The minutes were adopted.

4.B 21-0008 Approval of December 18, 2020 City Council Special Subcommittee Meeting Minutes

The minutes were adopted.

4.C 21-0018 Approval of December 22, 2020 Special City Council Meeting Minutes

The minutes were adopted.

4.D 21-0050 Approval of January 5, 2021 Special City Council Meeting Minutes

The minutes were adopted.

4.E 21-0019 Approval of a Labor Contract between the City of Olympia and the Olympia Police Guild

The contract was adopted.

4.F 21-0028 Approval of Community Development Block Grant Program Year 2019 Annual Report Public Process

The decision was adopted.

4.G 21-0007 Approval of a Resolution Changing Designated Plan Coordinator for City's Deferred Compensation Plan from Finance Director to Human Resources Director

The resolution was adopted.

4.H 21-0033 Approval of a Resolution Authorizing a Grant and Loan Agreement with Department of Ecology for the Purchase and Operation of a Second Street Sweeper

The resolution was adopted.

4.I 21-0037 Approval of a Resolution Declaring Olympia Bee City USA

The resolution was adopted.

4. SECOND READINGS (Ordinances)

4.J 20-1035 Approval of an Ordinance Authorizing Acceptance of a Donation by Providence Health Systems of Washington to Support Construction of Micro-Houses at the Mitigation Site

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Councilmember Cooper, Councilmember Gilman, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

4. FIRST READINGS (Ordinances)

PULLED FOR ACTION AT A LATER DATE

4.K 20-0935 Approval of an Ordinance Adopting International Building Codes

The ordinance was postponed.

5. PUBLIC HEARING

5.A 21-0017 Public Hearing on an Ordinance Granting the Renewal of a Franchise Agreement with Comcast for Use of City Rights-of-Way to Operate and Maintain a Cable Communication System

Mayor Selby opened the hearing at 6:30 p.m. The following people spoke: Deb Vinsel and Robert Kam. The hearing was closed at 6:45 p.m.

Councilmember Cooper moved, seconded by Councilmember Parshley, to approve the ordinance on first reading and forward to second reading. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Councilmember Cooper, Councilmember Gilman, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

6. OTHER BUSINESS

6.A 21-0004 Approval of the Eastside Street Art Crossing Concept Plan

Mayor Selby moved, seconded by Councilmember Cooper, to approve the Eastside Street Art Crossing concept plan. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Councilmember Cooper, Councilmember Gilman, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS - None

9. ADJOURNMENT

The meeting adjourned at 7:41 p.m.

City Hall
601 4th Avenue E.
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360-753-8244

City Council

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

Agenda Date: 1/19/2021
Agenda Item Number: 4.B
File Number:21-0005

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

Title
Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooner Berry Farm for Property Adjacent to Yelm Highway

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to authorize the City Manager to sign an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Adjacent to Yelm Highway

Report
Issue:
Whether to authorize the City Manager to sign an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Adjacent to Yelm Highway

Staff Contact:
Jonathon Turlove, Director of Parks Planning and Maintenance, 360.753.8068

Presenter(s):
None - Consent Calendar Item.

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

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

U-Pick strawberry farm and berry stand on the property during this period. The existing one-year lease expires January 31, 2021; the new lease is for a two-year term and is $13,650 per year.

Neighborhood/Community Interests (if known):
While the City does not have data, anecdotally it appears that the Spooner Berry Farms farm stand and U-Pick strawberry farm are very popular and highly valued by the community.

Options:
1. Move to authorize the City Manager to sign an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.
2. Do not move to authorize the City Manager to sign an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway.

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

Attachments:
Resolution
Agreement

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, the Olympia City Council determines it to be in the best interest of the City of Olympia to renew the lease of the Property to the Spooners for the years 2021 and 2022 so it may continue its current use and serve the community while a long-term vision for the Property is developed by the City; and

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

1. The Olympia City Council hereby approves the two-year Agricultural Lease Agreement between the City of Olympia and Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm, for lease of the Property located adjacent to Yelm Hwy SE, in Thurston County, upon the agreed terms within the Agricultural Lease Agreement.

2. The City Manager is directed and authorized to execute on behalf of the City the two-year Agricultural Lease Agreement between the City of Olympia and Tim Spooner and Sue Spooner, husband and wife, D/B/A Spooner Berry Farm, and any other documents necessary and related to said Agricultural Lease Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agricultural Lease Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____ 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

AGRICULTURAL LEASE AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Acceptance of Property As Is. Lessee accepts and acknowledges use and occupancy of the Leased Property in its "as is" condition.

4. Lease Term and Rent. The term of this Lease shall be for a period of two years beginning February 1, 2021 and ending January 31, 2023. The Parties may mutually extend the terms of this Lease in writing from year to year or otherwise as agreed in writing. Lessee agrees to pay Lessor annual rent for use of the Leased Property in the sum THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS ($325.00) per acre for forty-two (42) acres, in the total annual sum of THIRTEEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND NO CENTS ($13,650.00) each year, which annual rent shall be due upon execution by the Parties of this Lease, and thereafter shall be due by February 1 upon each succeeding year or extension of this Lease by the Parties.

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

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

7. Insurance and Hold Harmless Agreement. Lessee shall defend, indemnify and hold Lessor, its agents, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Lessee under this Lease and upon the Leased Property, except for injuries and damages caused by the sole negligence of Lessor.

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

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

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

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

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

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

7.3 Lessee shall maintain the following insurance limits:

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

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

7.4 Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects

Lessor. Any insurance, self-insurance, or self-insurance pool coverage maintained by Lessor shall be excess of Lessee's insurance and shall not contribute with it.

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

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

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

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

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

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

8. Acknowledgment and Acceptance.

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

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

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

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

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

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

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

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

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

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

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

9.4 The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated

solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

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

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

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

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

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

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

11. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight

delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

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

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

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

13. Miscellaneous.

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

13.2 Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in

connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on the following page]

LESSEE:

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

Tim Spooner

1/2/2021
Date

Sue Spooner

1/2/2021
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

DATED this 2 day of January 2021.

JASMIN EDWARDS
Commission Expires
05-18-2022
NOTARY
PUBLIC
License Number 200288
STATE OF WASHINGTON

Signature
Print Name: Jasmin Edwards
NOTARY PUBLIC in and for the State of Washington
Residing at Lacey
My appointment expires: May 18 2022

LESSOR:

CITY OF OLYMPIA, a Washington municipal corporation

_____
Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

_____
Mark Barber, City Attorney

Date:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

DATED this _____ day of _____2021.

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

EXHIBIT A

(Legal Description)

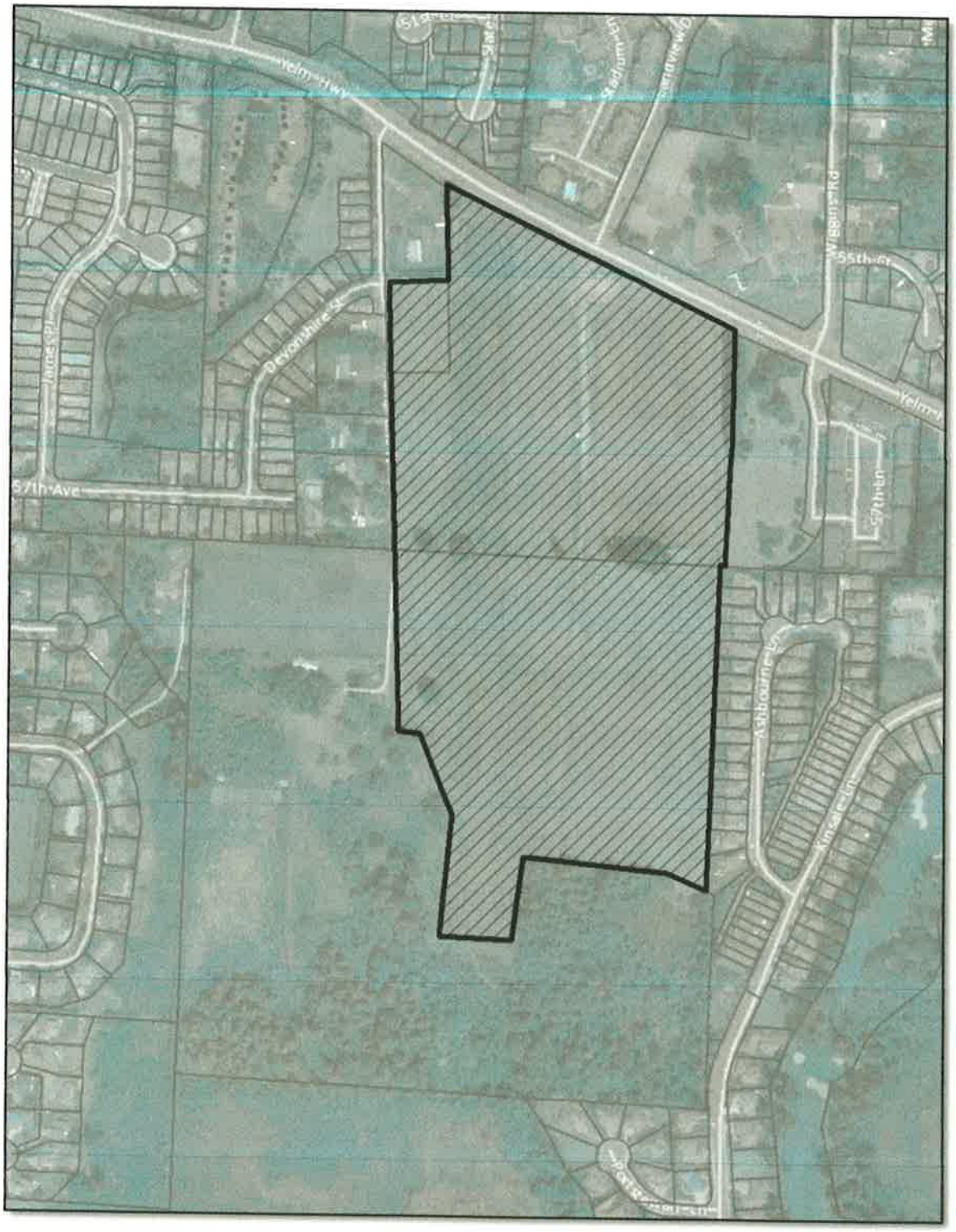
Lease Area as shown on attached Exhibit B (Sketch of Leased Property), being depicted as the outlined and diagonal hatched area. Said Lease Area lies within:

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

And

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

EXHIBIT B
(Sketch of Leased Property)



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

City Council

Approval of a Resolution Authorizing a Ground Lease with Olympia School District for an Off-leash Dog Area

Agenda Date: 1/19/2021
Agenda Item Number: 4.C
File Number:21-0031

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

Title
Approval of a Resolution Authorizing a Ground Lease with Olympia School District for an Off-leash Dog Area

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve the Resolution Authorizing the City Manager to Execute a Ground Lease Agreement with the Olympia School District.

Report
Issue:
Whether to execute a Ground Lease Agreement with the Olympia School District for an unused parcel adjacent McLane Elementary for an off-leash dog area.

Staff Contact:
Laura Keehan, Parks, Arts and Recreation Department, Planning & Design Manager, 360.570.5855

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
Currently there are no designated off-leash dog areas in Olympia's park system. This has resulted in unauthorized use of some park areas for off-leash dogs, which at times has caused conflict between park users. To respond to high demand for designated off-leash areas, Olympia Parks, Arts & Recreation is planning installation of off-leash dog areas at three sites of varying sizes that are located in different areas of Olympia.

One of the sites is located east of McLane Elementary and is an unused parcel owned by the Olympia School District (OSD). The District has offered a no cost lease for ten years for the off-lease dog area. The site is particularly well suited for this use because it is bounded by non-residential

properties. Staff is pursuing permits and hopes to open the site Summer 2021.

Neighborhood/Community Interests (if known):
None identified.

Options:
1. Approve the Ground Lease with Olympia School District and authorize the City Manager to sign the lease.
2. Direct staff to modify the Ground Lease.
3. Do not approve the Ground Lease.

Financial Impact:
There is no fee associated with this Ground Lease. The School District is leasing the area to the City for free for a period of ten years.

Attachments:
Resolution
Ground Lease
Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE BETWEEN THE CITY OF OLYMPIA AND THE OLYMPIA SCHOOL DISTRICT FOR THE CITY'S USE OF LAND ADJACENT TO MCLANE ELEMENTARY SCHOOL FOR AN OFF-LEASH DOG PARK.

WHEREAS, off-leash dog parks are in high demand within the Olympia park system; and

WHEREAS, the Olympia School District has unused land adjacent to McLane Elementary that is of the size, shape, and location suitable for an off-leash dog park; and

WHEREAS, the Olympia School District has agreed to lease the area to the City for an off-leash dog park for a period of ten years in exchange for the City's removal of invasive plants on the property and continued maintenance and use as a dog park to benefit Olympia;

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

1. The Olympia City Council hereby approves the Ground Lease for Off Leash Dog Park ("Lease") between the City of Olympia and Olympia School District for use of the land adjacent to McLane Elementary as an off-leash dog park, under the terms and conditions contained in the Lease.

2. The City Manager or his designee is directed and authorized to execute the Lease on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the Lease, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____ 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
DEPUTY CITY ATTORNEY

GROUND LEASE FOR OFF LEASH DOG PARK

THIS LEASE is between the Olympia School District, Lessor, hereinafter referred to as "the District," and the Lessee, the City of Olympia, hereinafter referred to as "the City," on the following terms and conditions:

1. LEASE SUMMARY.

LESSEE.

Name:	CITY OF OLYMPIA
Address:	601 4th Ave.
City, State, Zip Code:	Olympia, WA 98501

LEASED PREMISES.

Approximately 5.5 acres of 16-acre, Thurston County parcel # 12818410701, located directly east of 200 Delphi Rd SW, Olympia, WA, and as depicted on **Exhibit "A"** attached.

TERM.

Ten year term.

USE OF PREMISES.

Off leash dog park

THE PARTIES HEREBY AGREE AS FOLLOWS:

2. LEASED PREMISES. The District hereby leases to the City, and the City hereby leases from the District, the Premises described in paragraph 1 above, located in Thurston County, hereinafter called "the Premises**."**

3. TERM. This Lease shall be for a ten year term, effective upon the date of the last authorizing signature affixed to this agreement.

4. CONSIDERATION. It is the intention of the parties hereto that the use of the property is a community benefit and as such a monthly rental fee is not required. The City agrees to remove existing invasive plants and provide regular maintenance to the property, which is a benefit to the District.

5. ACCEPTANCE OF PREMISES. The City has examined the Premises and accepts them in their present condition. There are no warranties expressed or implied as to condition apparent or unknown except as otherwise stated in this Lease.

6. USE OF PREMISES. The City shall use the Premises only for construction and operation of a public off-leash dog park, including 30-stall gravel vehicle parking area; pedestrian trails; perimeter field fencing; information/storage kiosk; portable picnic tables; benches; porta-potty; dog waste bag stations, garbage cans, informational and regulatory signage.

Lessee shall not use the Premises for any other purpose without the written consent of the District; the Premises will be used only for lawful purposes; the Premises will be used in accordance with all

applicable building, fire and zoning codes. The City shall use the entire Premises for the conduct of said purpose during the entire term of this Lease.

7. **UTILITIES AND SERVICES**. After the City's installation of all utilities and services as may be required by the City, the City shall be liable for and shall pay for all utility services furnished to the Premises, including but not limited to, electricity, water, sewerage, including any connection fees, and utility assessments, and any fire protection, police protection, or emergency health services provided to the Premises.

8. **INDEMNIFICATION/LIABILITY INSURANCE**. The District, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, caused, sustained or alleged to have been sustained by the City or by others as a result of the City's use or occupancy of the Premises, so long as such claim does not result from action or inaction of the District, its employees or agents. The City agrees to indemnify, defend and to hold the District harmless from all liability or expense in connection with any such items of actual or alleged injury or damage caused by the City. Likewise, the District agrees to indemnify, defend and hold the City harmless from all liability or expense arising out of any action or inaction by the District, its employees or agents.

The City shall, at its own expense, maintain proper liability insurance with the policy limits sufficient to indemnify the District against such liability or expense. The City's self-insurance program through the Washington Cities Insurance Authority (WCIA) constitutes satisfaction of this provision.

9. **WAIVER OF SUBROGATION**. The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the District or the City.

10. **MAINTENANCE AND REPAIR**. The City shall, at its own expense, keep the Premises, structures and other improvements and the adjoining roadway areas in a neat, clean, safe and sanitary condition and maintain and keep all of the Premises maintained equal in quality to of other owners of similar class properties and conditions in the Thurston County, Washington area, reasonable wear and tear excepted, and to maintain the landscape and undeveloped areas in a clean, sanitary, orderly and attractive condition free from rubbish and debris. The City shall replace any and all improvements which become worn out, obsolescent, deteriorated, unsafe or unusable and shall replace such improvements with new fixtures and improvements of at least as good a quality as originally installed at the commencement of this Lease. The City shall keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by the City. At the District's request, the City shall furnish the District with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

11. **ALTERATIONS AND IMPROVEMENTS.** The City shall make no major structural alterations or improvements to or upon the Premises without first obtaining written approval of the District. Additions or modifications consistent with the approved site plan depicted in **Exhibit "A"** shall not be considered a major change. The District's response to the City's requests for approval shall be prompt, and such approval shall not be unreasonably withheld. Upon installation, the City shall furnish the District with a copy of the "as-built" drawings detailing the nature of the additions, alterations or improvements.

12. **DISPOSITION OF IMPROVEMENTS.** Within sixty (60) days after the expiration or earlier termination of this Lease, the City shall at the City's expense, promptly and diligently remove, demolish or clear off from the leased Premises all or any designated portion of the improvements and other property owned by the City, and after such removal or clearance, the City shall restore the surface of the ground to a graded, relatively level and uniform condition, free from all debris

13. INSPECTION. The District reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that it shall not interfere unduly with the City's operations.

14. DEFAULTS. Time is of the essence of this Lease, and in the event of the failure of the City to pay the rental or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein, the District may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that the City shall be given fifteen (15) days' notice in writing if the default is for the nonpayment of rent, or thirty (30) days' notice in writing stating the nature of the default in order to permit such default to be remedied by the City within the appropriate time periods. If upon such reentry there remains any personal property of the City or any other person's upon the Premises, the District may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and the City shall reimburse the District for any expense incurred by the District in connection with such removal and storage.

15. HOLDING OVER. If the City shall, with the consent of the District, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis.

16. ASSIGNMENT OR SUBLEASE. The City shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest there under be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the District.

17. TERMINATION BY THE CITY. If during the term of this Lease the City terminates or abandons its use of the Premises and the City determines it is not feasible thereafter to operate an off-leash dog park on the Premises, the City shall have the right to terminate this Lease upon giving the District one (1) month notice. If the City terminates the Lease pursuant to this provision, the City shall remove the improvements constructed thereon at its own expense.

18. ATTORNEY'S FEES AND COSTS. Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, the losing party shall pay the prevailing party's reasonable attorney's fees; costs of court, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

19. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

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

Olympia School District:
Jennifer Priddy,
Assistant Superintendent, Finance and Capital Planning

Olympia School District
Capital Planning & Construction
111 Bethel Street NE
Olympia, WA 98506
jpriddy@osd.wednet.edu

City of Olympia:
Laura Keehan
Parks Planning and Design Manager
PO Box 1967
Olympia, WA 98507-1967
lkeehan@ci.olympia.wa.us

21. NOTICES. All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by registered mail to the following addresses:

To the District:
Olympia School District
Capital Planning & Construction
111 Bethel Street NE
Olympia, WA 98506

To the City:
City of Olympia
PO Box 1967
Olympia, WA 98507

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

22. QUESTIONS. All questions regarding the design, construction, maintenance or operation of the City's off-leash dog park shall be made to:

Olympia Parks, Arts & Recreation Department
PO Box 1967, Olympia, WA 98507
(360) 570-5855
e-mail: lkeehan@ci.olympia.wa.us

23. BINDER. This Lease is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns, including all subtenants or licensees.

************SIGNATURES APPEAR ON THE FOLLOWING PAGE************

LESSEE:

CITY OF OLYMPIA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Ground Lease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

_____
Steven J. Burney, City Manager

Date_____

APPROVED AS TO FORM:

_____
Deputy City Attorney

LESSOR:

OLYMPIA SCHOOL DISTRICT

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Ground Lease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

_____
Jennifer Priddy, Assistant Superintendent
Finance and Capital Planning

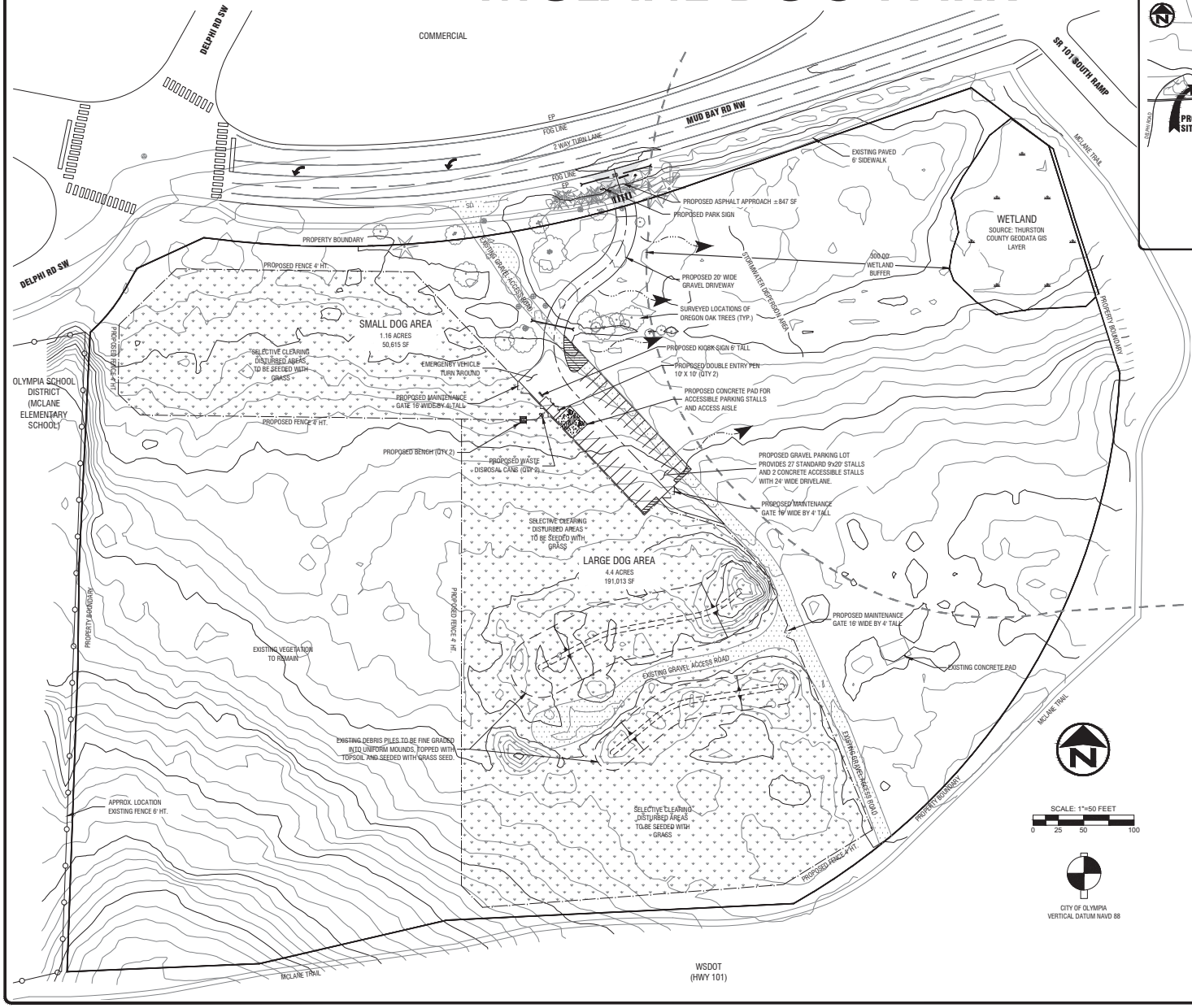
Date 01/05/2021

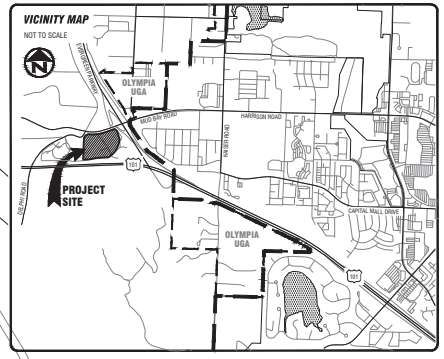
EXHIBIT "A"

SITE MAP

EXHIBIT "A"

MCLANE DOG PARK





PROJECT INFORMATION

COUNTY TAX PARCEL NO:	12818410701
SITE ADDRESS:	200 DELPHI RD SW, OLYMPIA 98502
DIRECTIONS TO SITE:	FROM I-FROM 1-5 SOUTH, TAKE EXIT 104 FOR US-101. TAKE THE MUD BAY RD EXIT. TURN LEFT ONTO MUD BAY RD NW. THE SITE IS LOCATED ON THE LEFT.
ZONING:	RRR1/5
TOTAL PARCEL/SITE AREA:	683,244 SF / 15.69 AC
TOTAL GRAVEL/ASPHALT SURFACES (ONSITE AND OFFSITE):	17,464 SF
PROPOSED ONSITE ASPHALT SURFACES:	1,504 SF
PROPOSED ONSITE GRAVEL SURFACES:	14,188 SF
PROPOSED OFFSITE ASPHALT SURFACES:	1,772 SF
PROPOSED OFFSITE GRAVEL SURFACES:	0 SF
CLEAR AND GRUB AREA:	235,928 SF
GRADING:	395 CY FILL (AGGREGATE FOR PARKING SURFACES ONLY)
STALL DIMENSIONS:	9' X 17.5'; 24' AISLE
NUMBER OF STALLS:	30 (28 FULL SIZE + 2 ADA)

SURVEY INFORMATION

PARTIAL LEGAL DESCRIPTION
SECTION 18, TOWNSHIP 18, RANGE 2W
E2-SE LY SLY OF 60F WIDE STRIP OLD H/W & E OF E LN % ITS

VERTICAL DATUM
NAVD 88

CONTOUR SOURCE
CONTOURS SHOWN ARE BASED ON CITY OF OLYMPIA LIDAR 2015. CONTOUR INTERVAL: 2 FT

BOUNDARY INFORMATION
BOUNDARY LINES SHOWN ARE FROM CITY OF OLYMPIA PARCEL FABRIC ONLY. NOT CHECKED AGAINST RECORD DOCUMENT. NOT FIELD VERIFIED. NO RECORDED EASEMENTS FOUND.

TOPOGRAPHIC INFORMATION DEPICTED HEREON WAS PROVIDED BY THE CITY OF OLYMPIA PUBLIC WORKS SURVEY DEPARTMENT.

LEGEND

- PROPOSED FENCE
- EXISTING FENCE
- NEW GRASS
- WETLAND
- PROPOSED GRAVEL SURFACING
- PROPOSED ASPHALT PAVING

811 Know what's below. Call before you dig.

Olympia
Parks Arts Recreation
Experience It!

MCLANE DOG PARK
0 MUD BAY ROAD NW

MCLANE DOG PARK

SPECIAL USE PERMIT
SITE PLAN

NO.	DATE	REVISION

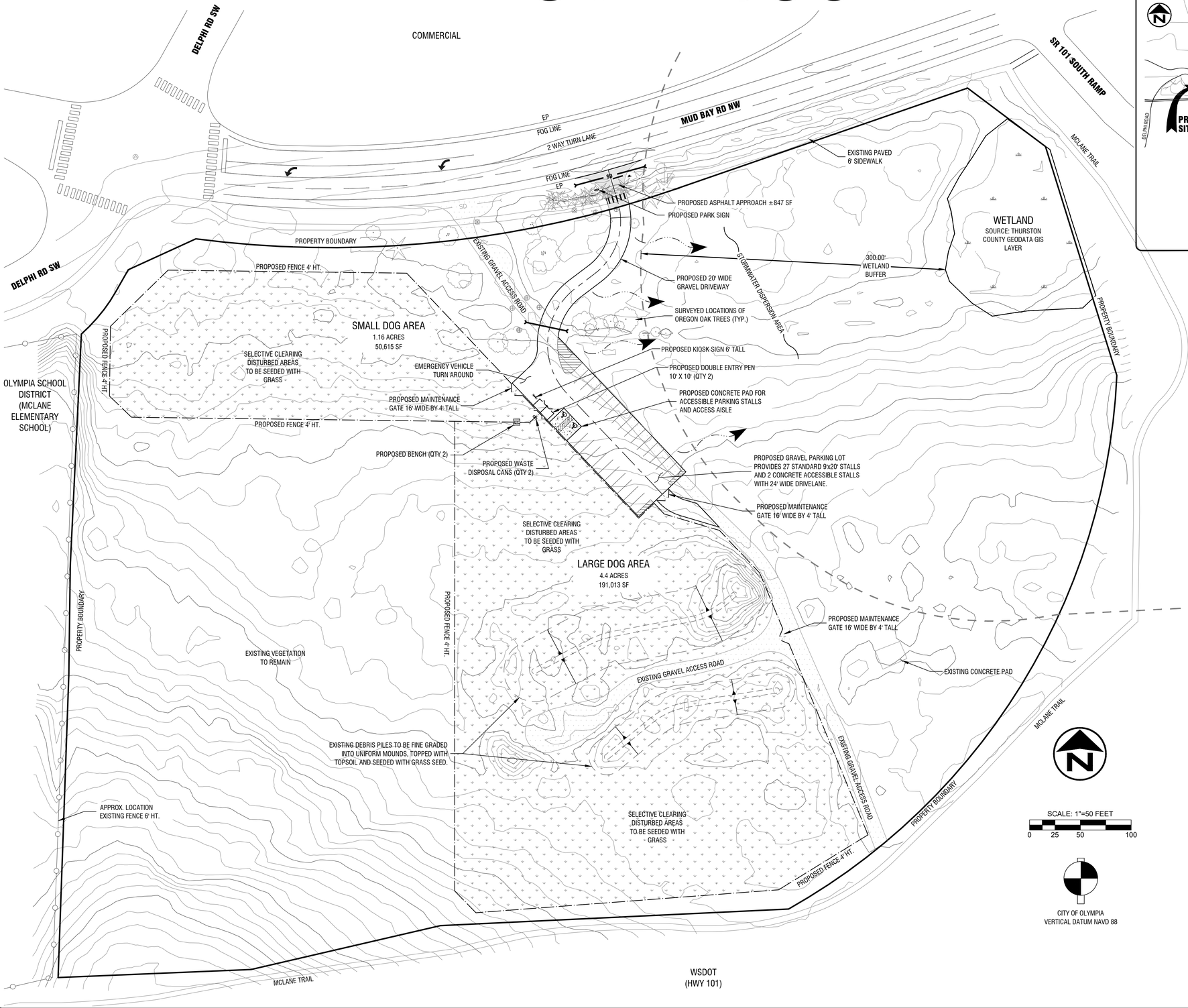
DATE:	xx/xx/2020
SCALE:	1" = 60'
DESIGNED:	NJG
DRAWN:	NJG
CHECKED:	
PROJECT #:	2031H

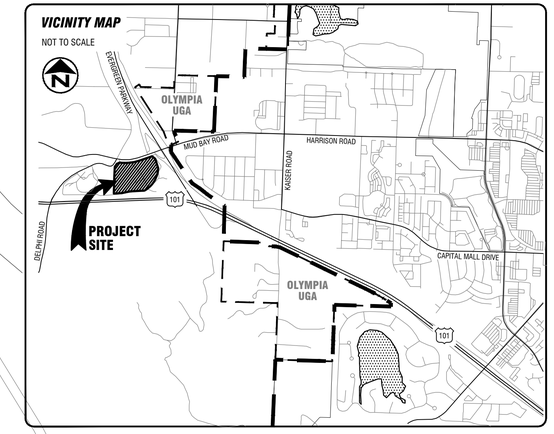
C1.0

SHEET 2 OF X

EXHIBIT "A"

MCLANE DOG PARK





PROJECT INFORMATION

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- PROPOSED FENCE
- EXISTING FENCE
- NEW GRASS
- WETLAND
- PROPOSED GRAVEL SURFACING
- PROPOSED ASPHALT PAVING

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Parks • Arts • Recreation
Experience It!

MCLANE DOG PARK
0 MUD BAY ROAD NW

MCLANE DOG PARK

SPECIAL USE PERMIT
SITE PLAN

NO.	DATE	REVISION

DATE:	xx/xx/2020
SCALE:	1" = 60'
DESIGNED:	NJG
DRAWN:	NJG
CHECKED:	
PROJECT #:	2031H

C1.0

SHEET 2 OF X

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

City Council

Approval of a Resolution Ratifying and Confirming Emergency Actions of the City Manager to Temporarily Lower the Parking and Business Improvement Area Assessments for 2021 and Extend the Due Date of 2020 & 2021 Assessments to Help Mitigate Economic Impacts of the COVID-19 Pandemic

Agenda Date: 1/19/2021
Agenda Item Number: 4.D
File Number:21-0049

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

Title
Approval of a Resolution Ratifying and Confirming Emergency Actions of the City Manager to Temporarily Lower the Parking and Business Improvement Area Assessments for 2021 and Extend the Due Date of 2020 & 2021 Assessments to Help Mitigate Economic Impacts of the COVID-19 Pandemic

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve the resolution ratifying and confirming emergency actions of the City Manager to temporarily lower the Parking and Business Improvement Area (PBIA) assessments for 2021 and to extend the due date for payment of the 2020 and 2021 PBIA assessments to help mitigate the severe economic impact due to the COVID-19 Pandemic.

Report
Issue:
Whether to lower 2021 PBIA assessments and extend the due date for payment of 2020 and 2021 PBIA assessments in response to the severe economic impact on downtown businesses caused by the COVID-19 pandemic.

Staff Contact:
Max DeJarnatt, PBIA Staff Liaison, Community Planning and Development, 360.570.3723

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
In order to finance the PBIA programs authorized by Olympia Municipal Code Chapter 3.62, a special assessment is charged annually to all downtown businesses located within the boundaries of the PBIA. This special fund supports the PBIA's mission to assist in creating a vibrant, dynamic downtown business environment and enhance the reality and perception of the downtown by visitors, residents and business owners.

As part of the effort to mitigate the severe economic impact caused by the COVID-19 pandemic, businesses within the PBIA boundaries were granted a deferral of 2020 assessments, in accordance with the public health emergency declared by Ordinance No. 7233.

Downtown business continues to be negatively impacted by the COVID-19 pandemic, and the 2021 PBIA assessments will come at a difficult time for many. On January 5, 2021, under the authority granted by Ordinance No. 7233 and as extended by Ordinance Nos. 7246, 7248 and 7266, the City Manager authorized reduction of the 2021 PBIA assessments by 44% based on a staff proposal that funds the PBIA Ambassador Program with year-end reserves, which will offset the reduced 2021 assessments.

By supplementing the PBIA's 2021 budget with year-end reserves in order to temporarily reduce the annual assessment rates for 2021, and by extending the due date for both 2020 and 2021 assessments, the City can help relieve the financial strain on these small downtown businesses which have been so negatively impacted by COVID-19.

Neighborhood/Community Interests (if known):
N/A

Options:
1. Approve Resolution Ratifying and Confirming Emergency Actions of the City Manager to Temporarily Lower the Parking and Business Improvement Area (PBIA) Assessments for 2021 and to Extend the Due Date for Payment of the 2020 and 2021 PBIA Assessments to Help Mitigate the Severe Economic Impact Due to the Coronavirus COVID-19 Pandemic.
2. Direct staff to amend the Resolution.
3. Do not approve the Resolution.

Financial Impact:
$43,500 from Council year-end reserves.

Attachments:
Resolution
PBIA 2021 Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RATIFYING AND CONFIRMING EMERGENCY ACTIONS OF THE CITY MANAGER TO TEMPORARILY LOWER THE PARKING AND BUSINESS IMPROVEMENT AREA (PBIA) ASSESSMENTS FOR 2021 AND EXTENDING THE DUE DATE FOR PAYMENT OF THE 2020 AND 2021 PBIA ASSESSMENTS TO HELP MITIGATE THE SEVERE ECONOMIC IMPACT DUE TO THE CORONAVIRUS COVID-19 PANDEMIC

WHEREAS, on March 17, 2020, the Olympia City Council enacted Ordinance No. 7233 declaring a state of public health emergency, and that the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection; and

WHEREAS, Ordinance No. 7233 found that the significant public health and safety issues for the City of Olympia and its citizens, residents and businesses necessitates urgent actions to mitigate the risks and threat to public health and safety and the City's economy caused by the COVID-19 pandemic; and

WHEREAS, the City Council declared a continuing state of public health emergency by enacting Ordinance No. 7246 on June 16, 2020, Ordinance No. 7248 on September 15, 2020, and Ordinance No. 7266 on December 15, 2020; and

WHEREAS, OMC 3.62.030 levies an annual special assessment on downtown businesses to fund the Parking and Business Improvement Area (PBIA), which funds support the PBIA's mission to assist in creating a vibrant, dynamic business environment and enhancing the reality and perception of downtown by visitors, residents and business owners; and

WHEREAS, as part of the effort to mitigate the severe economic impact due to the COVID-19 pandemic, businesses within the PBIA boundaries were granted a deferral of 2020 PBIA assessments, in accordance with the City's emergency declaration; and

WHEREAS, businesses continue to be impacted by the COVID-19 pandemic, and the 2021 PBIA assessments will come at a difficult time for many; and

WHEREAS, on January 5, 2021, under the authority granted by Ordinance No. 7233 and as extended by Ordinance Nos. 7246, 7248 and 7266, the City Manager authorized reduction of the 2021 PBIA assessments by 44% based on a staff proposal that funds the PBIA Ambassador Program with year-end reserves, which will offset the reduced 2021 assessments; and

WHEREAS, by supplementing the PBIA's 2021 budget with year-end reserves and temporarily reducing the annual assessment rates, Council can relieve financial strain on Downtown businesses;

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

Section 1. The City Manager, pursuant to his emergency authority under Ordinance No. 7266, has directed the 2021 Parking and Business Improvement Area assessments be reduced by 44%, and has extended the due date of the 2020 and 2021 PBIA assessments to March 31, 2021.

Section 2. The Olympia City Council hereby ratifies and confirms the emergency actions of the City Manager already taken to lower the 2021 PBIA assessments by 44% and extend the due date of the 2020 and 2021 PBIA assessments to March 31, 2021.

Section 3. Further, the Olympia City Council also ratifies and confirms the emergency action of the City Manager pursuant to Ordinance No. 7266 to supplement the PBIA's 2021 budget with City year-end reserves to temporarily reduce PBIA annual assessment rates in accord with deferring collection of said assessments to March 31, 2021.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PBIA - 2021 Budget

Program	Category	2021 Budget
Ambassadors & Clean Team	Clean & Safe	$ 43,500
Mural protection	Clean & Safe	$ 1,500
Extra alley flushings	Clean & Safe	$ 1,200
Flower baskets	Streetscape Beautification	$ 5,400
Flower basket watering	Streetscape Beautification	$ 18,000
Art/photos in windows	Streetscape Beautification	$ 2,500
Lighting	Streetscape Beautification	$ 8,000
4th quarter (formerly 'Twinklefest')	Marketing	$ 6,000
Event sponsorships	Marketing	$ 7,000
Administration	Administration	$ 2,000
Contingency	Contingency	$ 4,350
	TOTAL BUDGET	$ 99,450

Approved by PBIA 9/2/2020

Account Number	Description	Amount
135-1711-545.11-02	SALARIES AND WAGES /	$ 18,000
135-1711-545.31-02	OFFICE AND OPERATING SUPP / MISC OPERATING SUPPLIES	$ 2,000
135-1711-545.48-00	MISC GENERAL GOVT / REPAIRS AND MAINTENANCE	$ 2,700
135-1711-545.49-01	MISCELLANEOUS / GENERAL MISCELLANEOUS	$ 33,250
135-1711-950.55-01	TRANSFERS	$ 43,500
Total		**$ 99,450**

Adopted by Council 11/10/2020

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

City Council

Approval of a Resolution Authorizing a Lease Agreement for Plum Street Village

Agenda Date: 1/19/2021
Agenda Item Number: 4.E
File Number:21-0083

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

Title
Approval of a Resolution Authorizing a Lease Agreement for Plum Street Village

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve the resolution authorizing a new lease agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Village Project.

Report
Issue:
Whether to approve the resolution authorizing a new lease agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project.

Staff Contact:
Cary Retlin, Home Fund Manager, Executive, 360.570.3956

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
On September 18, 2018, the City Council approved a funding plan for implementing homeless response strategies, including a Plum Street Village tiny house project. The Low Income Housing Institute (LIHI) has leased property owned by the City of Olympia for operation of the Plum Street Village facility as described in the lease agreement. The new lease agreement must be approved by the City Council.

Plum Street Village opened in February 2019 and has provided services to approximately 38 adults in 29 tiny houses since that time. LIHI works with the Community Action Council to screen vulnerable homeless adults for placement at the Village through the county's Coordinated Entry system and place them at Plum Street Village.

LIHI staff provide security and connection to case management and social services for residents and have offices on site. The site also includes a communal kitchen area and a hygiene trailer (that includes bathrooms, showers and laundry).

Since Plum Street Village began providing shelter at the site, LIHI reports that 29 households have transitioned to permanent housing (12 placements occurred in 2020).

Neighborhood/Community Interests (if known):
There is significant public interest in homelessness and the City's homeless response efforts.

LIHI hosts a meeting for neighbors and other community stakeholders at least quarterly. Neighbor conflicts are minimal based on observations made by staff attending the January 2021 meeting. Law enforcement call volume has not been a challenge for this site and is frequently mentioned as a success when siting affordable housing projects.

Options:
1. Move to approve the resolution authorizing a lease agreement with the Low Income Housing Institute.
2. Modify the lease agreement before approving. (Note that services are ongoing on the site).
3. Do not approve the lease agreement with the Low Income Housing Institute or direct staff to take other action. (This action would impact ongoing operations on the site).

Financial Impact:
The City of Olympia will lease the property to LIHI for an annual cost of One Dollar ($1) per year based and the public benefit to the homeless individuals sheltered on the property.

Attachments:
Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF OLYMPIA AND LOW INCOME HOUSING INSTITUTE (LIHI) FOR PLUM STREET VILLAGE.

WHEREAS, on June 3, 2020, the City of Olympia (Lessor) and LIHI (Lessee) entered into a Lease Agreement ("Lease"); and

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

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

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the term;

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

1. The Olympia City Council hereby approves the form of Lease Agreement between the City of Olympia and LIHI for Plum Street Village 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 Lease 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 _____ 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
DEPUTY CITY ATTORNEY

AMENDMENT NO. 1
LEASE AGREEMENT WITH
LOW INCOME HOUSING INSTITUTE (LIHI) FOR PLUM STREET VILLAGE

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

RECITALS

1. On June 3, 2020 Lessor and Lessee entered into a Lease Agreement ("Lease").

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

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

4. Lessor and Lessee desire to amend the Lease to extend the term.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 3 of the Lease, TERM, is hereby amended to read as follows:

   3. Term. The term of this Lease shall be until January 31, ~~2021~~2022, and may be renewed for an additional term upon mutual agreement of the Parties, subject to the terms herein and any modifications or amendments. In the event Lessee ceases to use the Property for the purpose stated herein, the tenancy shall automatically terminate without further notice and the Lessee shall be required to vacate the property. Lessor may terminate this Lease with sixty (60) days written notice to Lessee, with or without cause.

2. All remaining provisions of the Lease dated June 3, 2020 and not here amended or supplemented shall remain as written in said Lease and shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this **Amendment No. 1** of the Lease as of the date and year written above.

CITY OF OLYMPIA

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

Date of Signature:_____

LOW INCOME HOUSING INSTITUTE

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

Date of Signature: 01/14/2021

APPROVED AS TO FORM:

Annaliese Harksen, Deputy City Attorney

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

City Council

Approval of Lodging Tax Advisory Committee 2021 Lodging Tax Funding Recommendations

Agenda Date: 1/19/2021
Agenda Item Number: 4.F
File Number:21-0071

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

Title
Approval of Lodging Tax Advisory Committee 2021 Lodging Tax Funding Recommendations

Recommended Action
Committee Recommendation:
The Lodging Tax Advisory Committee (LTAC) recommends approval of the 2021 Lodging Tax Fund recommendations.

City Manager Recommendation:
Move to approve the LTAC 2021 Lodging Tax Fund recommendations.

Report
Issue:
Whether to approve the Lodging Tax Advisory Committee recommendations for 2021 tourism funding.

Staff Contact:
Mike Reid, Economic Development Director, 360.753.8591

Presenter(s):
Mike Reid, Economic Development Director

Background and Analysis:
Annually, the Olympia LTAC makes recommendations on use of approximately one-half of the City's Lodging Tax Fund. Per a long-standing agreement that pre-dates the Committee's creation, the City uses the other half for capital and operating costs of the Washington Center for the Performing Arts, a City-owned facility.

An open call for tourism services funded by the Olympia Lodging Tax was advertised beginning October 15, 2020. The application deadline was November 19, 2020. Ten (10) proposals were received by deadline and the Committee considered a standing request of $100,000 from the Visitors and Convention Bureau, all totaling $436,497 in requests. No proposals were received after the deadline. The estimated 2021 LTAC revenue is $347,788. The estimated LTAC reserve fund balance entering in to 2021 is $830,000. Historically the LTAC has awarded 80% of the LTAC revenue and

placed 20% in to reserves. The LTAC met on December 11, 2020 to review applications and develop a recommendation.

The Committee agreed to forward the following recommendations to City Council for consideration:

1. Capital Lakefair - $8,000
2. Hands On Children's Museum - $66,497
3. South Sound Maritime Heritage Association - $30,000
4. Harlequin Productions - $60,000
5. Lake Run Organization - $5,000
6. Olympia Film Society - $30,000
7. Olympia & Beyond Sports Commission/VCB - $15,000
8. Olympic Flight Museum - $20,000
9. South Sound Reading Foundation - $11,000
10. WSU Master Gardener Foundation - $1,000
11. Visitor Convention Bureau - $100,000

Total: $346,497

Previous LTAC funding recipients and applicants did indicate that due to uncertainty about the ability to hold events due to Covid-19 restrictions and related impacts that there would be value in having a second round of application acceptance sometime in 2021 for events that typically would be held in summer, fall, and winter.

The Committee recommended opening a second round of applications in March 2021. Funding for the second round would come from fund balance, which currently is at $830,000.

A first quarter budget amendment will come before Council to appropriate the funds. There is adequate fund balance to provide immediate funding to recommend recipients.

Neighborhood/Community Interests (if known):
N/A

Options:
1. Approve LTAC recommendation.
2. Do not approve the LTAC recommendation.
3. Propose changes and approve amended LTAC recommendation.

Financial Impact:
The estimated 2021 LTAC revenue is $347,788.

Attachments:
Olympia Lodging Tax Award Chart

2021 LTAC Applicants	Requested Amount	Recommended Award Amount
Capital Lakefair	$ 8,000.00	$ 8,000.00
Hands On Children's Museum	$ 66,497.00	$ 66,497.00
South Sound Maritime Heritage Association	$ 60,000.00	$ 30,000.00
Harlequin Productions	$ 120,000.00	$ 60,000.00
Lake Run Organization	$ 5,000.00	$ 5,000.00
Olympia Film Society	$ 30,000.00	$ 30,000.00
Olympia & Beyond Sports Commission/VCB	$ 15,000.00	$ 15,000.00
Olympic Flight Museum	$ 20,000.00	$ 20,000.00
South Sound Reading Foundation	$ 11,000.00	$ 11,000.00
WSU Master Gardener Foundation	$ 1,000.00	$ 1,000.00
VCB	$ 100,000.00	$ 100,000.00
	$ 436,497.00	$ 346,497.00

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

City Council

Approval of 2021 Council Meeting Calendar and Intergovernmental and Committee Assignments

Agenda Date: 1/19/2021
Agenda Item Number: 4.G
File Number:21-0075

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

Title
Approval of 2021 Council Meeting Calendar and Intergovernmental and Committee Assignments

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve the 2021 Council Meeting Calendar and Intergovernmental and Committee assignments.

Report
Issue:
Consider the 2021 Council Meeting Calendar and Intergovernmental and Committee assignments.

Staff Contact:
Susan Grisham, Executive Assistant, 360.753.8244

Presenter(s):
Consent Item

Background and Analysis:
At its 2021 Annual Retreat, Councilmembers reviewed and updated the Council Meeting Calendar and the Intergovernmental and Committee assignments.

Neighborhood/Community Interests (if known):
N/A

Options:
1. Move to approve the 2021 Council Meeting Calendar and Intergovernmental and Committee assignments.
2. Amend the 2021 Council Calendar or Intergovernmental and Committee Assignments and move to approve as amended.

Financial Impact:
None.

Attachments:
2021 Calendar
Assignments

Olympia City Council Meeting Calendar | 2021

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
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14	15	16	17	18	19	20
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28						

March 2021						
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28	19	30	31			

April 2021						
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May 2021						
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30	31					

June 2021						
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July 2021						
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August 2021						
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29	30	31				

September 2021						
S	M	T	W	T	F	S
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19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	22	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Holiday	No Council Meeting (5th Tuesday)	Council Vacation Week	Council Retreat	Special Meeting

Important Dates

Jan 8-9	Council Retreat	**November 2**	General Election
June 12	Mid-Year Retreat (date could change)	**December 14**	Last Meeting of the Year
August 3	Primary Election		
November 1	Special Council Meeting (Monday)		

OLYMPIA CITY COUNCIL INTERGOVERNMENTAL AND OTHER ASSIGNMENTS

ASSIGNMENT	Delegate/Alternate	STAFF SUPPORT	MEETING SCHEDULE
Animal Services	**Lisa Parshley/Yến Huỳnh**	Debbie Sullivan	1st Mon at 5:00 pm
Capitol Lake Future Process	**Cheryl Selby/Jim Cooper**	Eric Christensen	To be determined
Communications Board (TCCOM911)	**Renata Rollins/Jim Cooper**	Aaron Jelcick	1st Wed. 3:30 pm
Economic Development Council	**Yến Huỳnh**	Mike Reid	4th Mon. 3:30 pm
EMSC (Medic 1)	**Renata Rollins**	Mark John (2nd Alt)	3rd Wed. 3:30 pm
Intercity Transit Authority Board	**Clark Gilman/Dani Madrone**	Sophie Stimson	1st & 3rd Wed. 5:30 pm
JBLM Rep	**Tom Jameson**		As Needed
Law & Justice Council	**Renata Rollins/Cheryl Selby**		3rd Thurs. 4:30 pm – quarterly – Jan, Apr, July, Oct
LEOFF I Disability Board	**Cheryl Selby and Jim Cooper**	Debbi Hufana	2nd Mon. 5:30 pm
LOTT Board of Directors	**Lisa Parshley/Dani Madrone**	Rich Hoey	2nd Wed. 5:30 pm
Nisqually River Council	**Dani Madrone**	Jesse Barham	3rd Fri. 9:00 am
Olympic Region Clean Air Agency	**Jim Cooper/Lisa Parshley**		2nd Wed. 10:00 am
Regional Housing Council	**Jim Cooper/Dani Madrone**	Keith Stahley	
Regional Transportation Policy Board (Subcommittee of TRPC)	**Dani Madrone/Clark Gilman**	Sophie Stimson	2nd Wed.7:00 am
Sea Level Rise Governance Committee	**Dani Madrone/Lisa Parshley**	Eric Christensen	
Thurston Climate Mitigation	**Lisa Parshley/Yến Huỳnh**	Pamela Braff	3rd Thurs. Noon
Thurston County Solid Waste Advisory Committee (SWAC)	**Jim Cooper**	Gary Franks (Alt)	2nd Thurs. 11:30 am
Thurston Regional Planning Council	**Clark Gilman/Cheryl Selby**	Tim Smith	1st Fri. 8:30 am
Thurston Thrives Coordinating Council	**Clark Gilman/Dani Madrone**		3rd Monday 3 pm
Tribal Relations – Scope TBD	**Cheryl Selby, Dani Madrone, Lisa Parshley**		
Visitors and Convention Bureau	**Mike Reid**	Mike Reid	3rd Tues. 3:30 pm
Coalition of Neighborhood Assns.	**Yến Huỳnh/Clark Gilman**	Lydia Moorehead	2nd Mon. 6:15 pm

OLYMPIA CITY COUNCIL INTERGOVERNMENTAL AND OTHER ASSIGNMENTS

ASSIGNMENT	Delegate/Alternate	STAFF SUPPORT	MEETING SCHEDULE
Liaison to The Washington Center	**Debbie Sullivan**	Mike Reid	3rd Thurs. 12:00 pm
Lodging Tax Advisory Committee	**Cheryl Selby**	Mike Reid	June, Sept. /Oct.
Mayors Forum	**Cheryl Selby**	Susan Grisham	1st Fri. 12:00 pm
ADVISORY BOARD LIAISONS – Councilmembers to attend one or two per year.			
Arts Commission	**General Government Committee**	Stephanie Johnson	2nd Thurs. 6:00 pm
Bicycle & Pedestrian	**Land Use & Environment Committee**	Michelle Swanson	3rd Wed. 6:00 pm (Except Mar, Jul, Aug, Dec)
Design Review Board	**Land Use & Environment Committee**	Catherine McCoy	2nd & 4th Thurs. 6:00 pm
Heritage Commission	**General Government Committee**	Marygrace Goddu	4th Wed. 6:30 pm (Except Feb, Aug, Dec)
Parks & Recreation	**General Government Committee**	Laura Keehan	3rd Thurs. 6:00 pm (Except Feb, Apr, Jul, Nov)
PBIA Liaison Board	**Finance Committee**	Max DeJarnatt	2nd Weds. 6:00 pm
Planning Commission	**Land Use & Environment Committee**	Cari Hornbein	1st & 3rd Monday 6:30 pm
Utility Advisory Committee	**Finance Committee**	Eric Christensen	1st Thurs. 5:40 pm (Not July, Aug)
COUNCIL COMMITTEE ASSIGNMENTS			
Ad Hoc Public Safety	**Lisa Parshley - Chair, Clark Gilman, Cheryl Selby**	Debbie Sullivan	2nd Thursday, 5:30 pm
Finance Committee	**Jim Cooper - Chair, Lisa Parshley, Cheryl Selby**	Nanci Lien	3rd Weds, 5:30 pm
General Government Committee	**Renata Rollins - Chair, Dani Madrone, Yến Huỳnh**	Kellie Braseth	4th Weds, 5:30 pm
Land Use and Environment Committee	**Dani Madrone - Chair, Clark Gilman, Yến Huỳnh**	Leonard Bauer	3rd Thurs, 5:30 pm
MAYOR PRO TEM	**Clark Gilman**		

Updated 1/11/21

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

City Council

Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees

Agenda Date: 1/19/2021
Agenda Item Number: 4.H
File Number:21-0059

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

Title
Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve the ordinance amending Olympia Municipal Code, Chapter 4.24.010(D)(1)(a), Storm and Surface Water fee for “plats approved after 1990 with signed maintenance agreement” on first reading.

Report
Issue:
Whether to approve the ordinance amending Olympia Municipal Code, Chapter 4.24.010(D)(1)(a), Storm and Surface Water fee for “plats approved after 1990 with signed maintenance agreement” on first reading.

Staff Contact:
Eric Christensen, Water Resources Director, Public Works Department, 360.570.3741

Presenter:
None - Consent Calendar Item

Background and Analysis:
On December 15, 2020, Council passed Ordinance No. 7261 setting the 2021 utility fees and charges. Section D, 1.a. of Chapter 4.24.010 inadvertently set the storm and surface water fee for “Plats approved after 1990 with signed maintenance agreement” at $13.00, when it should be $13.99. The change will accurately reflect the 7.5 percent increase to the Storm and Surface Water utility rate for 2021.

The attached ordinance amends this amount within OMC subsection 4.24.010(D)(1)(a).

Neighborhood/Community Interests (if known):
N/A

Options:
1. Approve the ordinance amending the storm and surface water fee for “Plats approved after 1990 with signed maintenance agreement.”
2. Do not approve the ordinance as written and direct staff to modify the ordinance.

Financial Impact:
The implication of this error is an estimated loss of approximately $100 to $120 to date in Storm and Surface Water revenues. The change will accurately reflect the Storm and Surface Water utility rate increase for 2021.

Attachment:
Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO UTILITY FEES AND CHARGES AND AMENDING SUBSECTION 4.24.010.D OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, the City's Storm and Surface Water Utility and the Wastewater Utility are managed to maintain minimum operating expense reserves of ten (10) percent, and the Drinking Water Utility is managed to maintain minimum operating expense reserves of twenty five (25) percent; and

WHEREAS, in order to incorporate the foregoing principles into City Drinking Water Utility, City Storm and Surface Water Utility, City Wastewater Utility and LOTT Clean Water Alliance (LOTT) wastewater treatment rates, the City Council received recommendations from the Utility Advisory Committee, held hearings, and reviewed the utility rates set forth in this Ordinance; and

WHEREAS, the City Council passed Ordinance No. 7261 on December 15, 2020, which erroneously set storm drainage service charge for plats approved after 1990 with signed maintenance agreement at $13.00 per utility account; and

WHEREAS, the City Council determines it is necessary to amend that rate as set forth in the OMC so the correct amount is charged;

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

Section 1. <u>Amendment of OMC 4.24.010.D</u>. Subsection 4.24.010.D of the Olympia Municipal Code is hereby amended to read as follows:

D. STORM AND SURFACE WATER

At the time of issuance of a building/engineering permit, per OMC 13.16.080, a stormwater GFC is assessed at the rate of: $1,439.90/Impervious Unit (2,528 sq. ft.) and a water quality GFC is assessed at a rate of $6.60 per average daily vehicle trip based on the Institute of Traffic Engineers' Trip Generation Manual.

1. **Storm drainage service charges:**

a. Single-Family and Duplex Residential Parcels. All parcels in the City are subject to a monthly charge for storm drainage service in accordance with the following schedule:

Single-family parcels with or without accessory dwelling units (Regardless of date approved)	$15.64/utility account
Plats approved after 1990 with signed maintenance agreement	$~~13.00~~<u>13.99</u>/utility account
Duplex parcels (Regardless of date approved)	$15.64/unit ($31.28 when billed as a single account)

b. Commercial, Multi-Family, Industrial and Governmental Parcels. A charge per utility account will be established at the time of issuance of a clearing, filling, excavating or grading permit and assessed monthly as follows:

Administrative fee	$15.31 plus:

For parcels developed after January 1990 (Category I)	$5.75 per billing unit or
For parcels developed between January 1980 and January 1990 (Category II)	$12.02 per billing unit or
For parcels developed before January 1980 (Category III)	$15.17 per billing unit

c. For developed parcels without structural impervious areas, the following construction phase charge is assessed at the time of issuance of a clearing, filling, excavating or grading permit:

Single-family and duplex zoned	$6.57 per parcel x total number of parcels identified in preliminary plat x 24 months

d. Undeveloped parcels. No charge.

Section 2. Ordinance No. In all other respects, Ordinance No. 7261 and the rates set out therein remain the same.

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

Section 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 five (5) days after publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

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

City Council

Public Hearing on Community Development Block Grant Program Year 2019 Annual Report

Agenda Date:
Agenda Item Number: 5.A
File Number:21-0072

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title
Public Hearing on Community Development Block Grant Program Year 2019 Annual Report

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Hold a Public Hearing on the Community Development Block Grant (CDBG) Program Year 2019 (9/1/19 - 8/31/20) Annual Consolidated Annual Performance & Evaluation Report (CAPER) and direct staff to submit it to HUD on or before February 15, 2021.

Report
Issue:
Hold a Public Hearing on the CDBG Program in Program Year 2019 (9/1/19 - 8/31/20) Annual Report and submit to HUD on or before February 15, 2021.

Staff Contact:
Cary Retlin, Home Fund Manager, Executive, (360) 753-3956.

Presenter(s):
Cary Retlin, Home Fund Manager, Executive

Background and Analysis:
Each year the City reports on the performance of the CDBG Program through the CAPER. This report is presented in a short “Citizens Summary” version and the full CAPER format that will ultimately be submitted to HUD.

This CAPER details the performance of the City’s CDBG Program for the Program Year 2019 (January 13, 2021 - January 28, 2021), with the specific accomplishments outlined. The CDBG Program Year 2019 expenditures are summarized in the attached Citizen’s Summary, Program Year 2019 Consolidated Annual Performance & Evaluation Report and detailed in the full report, also

attached.

The City opened a 15-day public comment period (January 14 - February 1, 2021) to allow the public to review the CAPER. Copies of the CAPER were made available online on the City's website and notice was published in the Olympian. Traditionally paper copies are also made available at City Hall and the library, that was not done this year due to building closures in response to the Coronavirus.

The public was instructed to submit comments on the CAPER by emailing the City CDBG Program, sending a letter to the Olympia CDBG Program or by attend the public hearing online at the January 19 Olympia City Council Meeting.

At this time, no public comment has been received. Comments received prior to the hearing will be summarized by staff in the hearing introduction.

Neighborhood/Community Interests (if known):
The federal CDBG Program offers a flexible source of funding to meet a wide variety of affordable housing, social service, economic development and other community development needs. All neighborhoods and community stakeholders have an interest in how CDBG funds are invested in community development programs and projects.

Options:

1. Hold a Public Hearing on the CDBG Program Year 2019 Annual CAPER and direct staff to submit to HUD on or before February 15, 2020.
2. Do not hold a Public Hearing on the CDBG Program Year 2019 CAPER. This action may delay required reporting to HUD.

Financial Impact:
The CDBG Program Year 2019 Annual CAPER Report details a budget of $506,000 in federal CDBG funds and $313,284 in contracted obligations.

Attachments:
Draft 2019 CAPER Citizen Summary

Draft 2019 CAPER

Olympia's Program Year 2019 Consolidated Annual Performance & Evaluation Report

Introduction

The **Consolidated Annual Performance and Evaluation Report** (CAPER) is the City of Olympia's annual report on the **Community Development Block Grant** (CDBG) Program. This report provides information on the activities funded for the Program Year 2019 (PY 2019) Action Plan (9/1/19 – 8/31/20), the second year of the City of Olympia's Five-year Consolidated Plan.

Report Format

The full CDBG annual report known as the CAPER is submitted online to the federal Department of Housing and Urban Development (HUD) in a digital format that may be difficult for citizens to understand. A copy of the full CAPER is either attached or available upon request. In the spirit of our Citizen Participation Plan, we offer this **"Citizen's Summary"** to provide key information in a user-friendly format to ensure that our community understands how these federal funds are used.

Availability

The draft CAPER will be available for public comment as follows:

- **Public Comment Period:** 15 Day period running from **Thursday, January 14, 2021 to Monday February 1, 2021**
- **Public Hearing:** 5:30 p.m., Tuesday, January 19, 2021
- **Collecting Public Comments:** All public comments and corrections will be included in the final CAPER
- **Submittal:** Final CAPER submitted to HUD on or before **February 15, 2021**
- **Available Online:** The CAPER will be available on the City's website located at Olympiawa.gov/CDBG

CDBG Strategic Goals

The City identified five goals to pursue with CDBG funding during the current five-year "CDBG Consolidated Plan" period (PY 2018 – PY 2022). This strategic plan can be viewed at: http://olympiawa.gov/city-services/housing-social-service.aspx) and is summarized as follows:

- **Housing Rehabilitation (*Highest priority*)**
- **Social *(Public)* Services *(Highest Priority)***
- **Economic Development**
- **Land Acquisition**
- **Public Facilities**

CDBG was used to fund several community development goals to improve the urban hub – including small business training, micro-enterprise training and downtown safety loans.

Program Year 2019 Proposed and Actual CDBG Expenditures

The following table represents the current and prior year projects that had fiscal activity during Program Year 2019:

Recipient	Project	Outcomes	HUD Goal(s)	HUD Objectives	Proposed Funding	Actual Funding
Salvation Army	Day Center & Shelter	Expanded 24/7 Accommodations	Public Facilities	LMC – Low/Moderate Income – Limited Clientele	**$125,000**	**$0 – project cancelled and funds reallocated in response to Coronavirus**
1st Christian Church/Interfaith Works Shelter	Shelter Repairs	Shelter Capacity Retained	Public Facilities	LMC – Low/Moderate Income – Limited Clientele	**$80,000**	**$237 – work delayed due to Coronavirus, expected to be complete by March 2021**
Enterprise for Equity	Micro Business Training & Technical Assistance	Assistance for up to 10 businesses with fewer than 4 employees	Micro Enterprise	LMI – Low/Moderate Income	**$20,500**	**$20,475**
Thurston Economic Development Council	Small Business Training & Technical Assistance	Assistance for up to 40 businesses with more than 4 employees	Economic Development	LMJ – Low/Moderate Income Jobs	**$30,000**	**$29,335**
Multiple Recipients	Downtown Lighting Safety Project	Safety lighting enhancements in key downtown areas	Economic Development	LMJ – Low/Moderate Income Jobs	**$50,000**	**$128,444***
City of Olympia	Olympia Downtown Ambassadors	Outreach for up to 150 street dependent people daily	Public Services	LMC – Low/Moderate Income – Limited Clientele	**$55,000**	**$55,000**
Section 108 Loan Repayment	N/A	N/A	N/A	N/A	**$56,000**	**$56,000**
City of Olympia	Program Administration	Planning & administrative for a compliant CBDG Program	N/A	N/A	**$90,000**	**$78,793**
		TOTAL	**PY 2019**	**ALLOCATIONS**	**$506,000**	**$313,284**
***Lighting project total includes prior year contracts that were completed in program year 2019**						

Program Year 2019, Prior Year Funds Reallocation and CDBG-CV Funding Allocations
Contracts Executed

Olympia COVID CDBG and Economic Recovery Response

	CARES Act Funds	CDBG-CV3	CDBG	Economic Recovery Funds
Emergency Food Assistance				
South Sound Senior Center	$ -	$ 50,000	$ 100,000	$ -
Food Bank of Thurston County	$ -	$ 50,000	$ 120,000	$ -
Community Kitchen (CCS)	$ -	$ -	$ 40,000	$ -
Union Gospel Mission Kitchen	$ -	$ -	$ 15,000	$ -
Union Gospel Mission Kitchen	$ -	$ -	$ 25,000	$ -
Food Assistance Subtotal	$ -	**$ 100,000**	**$ 300,000**	$ -
Economic Development				
Business Support Programs	$ -	$ -	$ 102,383	$ 25,000
Business Support Programs		$ -	$ 47,617	
Northwest Coop Development Center	$ -	$ -	$ 50,000	
Enterprise for Equity	$ -	$ -	$ 65,000	
Thurton Asset	$ -	$ -	$ 50,000	
Economic Development Council	$ -	$ -	$ 97,500	$ 50,000
Evening Outreach	$ -	$ 100,000		$ -
United Way	$ -	$ -	$ -	$ 50,000
Thurston Chamber	$ -	$ -	$ -	$ 18,000
Olympia Downtown Association	$ -	$ -	$ -	$ 38,650
Regional Recovery Task Force	$ -	$ -	$ -	$ 70,000
J Robertson Co.	$ -	$ -	$ -	$ 50,000
Childcare	$ -	$ -	$ -	$ -
Eco Devo Subtotal	**$ -**	**$ 100,000**	**$ 412,500**	**$ 301,650**
Shelter, Housing and Human Services				
Shelter and emergency housing	$ -			$ -
Foundation for the challenged	$ -	$ -	$ 59,000	$ -
Homeless Coordinator	$ -	$ 50,161	$ 150,000	$ -
Downtown Ambassadors	$ -	$ -	$ 113,529	$ -
Housing Subtotal	$ -	**$ 50,161**	**$ 322,529**	$ -
SECTION 108 LOAN REPAYMENT	$ -		**$ 56,000**	
CDBG Program Subtotal	$ -	$ 250,161	$ 1,091,029	$ -
CDBG Administration				
CDBG Program Management - PY2020	**$ -**	**$ 120,000**	**$ 92,500**	**$ -**
	CARES Act Funds	**CDBG-CV3 TOTA**	**CDBG TOTAL**	**ECONOMIC RECOVERY T**
	$ -	**$ 370,161**	**$ 1,183,529**	**$ 603,300**

Resources

Projects funded with Olympia's CDBG monies also receive funding from other sources, which "leverages" or matches with other fund sources to meet the needs in our community. The City leveraged economic recovery dollars ($603,300) to support economic development, as well as partnering with Thurston County to distribute funds to local food banks and Meals on Wheels.

Program Year 2019 Accomplishments

Following are a couple of highlights from the **Program Year 2019 Action Plan:**

Downtown Safety Program – Completed the Crime Prevention through Economic Development Projects

Downtown Safety Program: The City partnered with the Olympia Downtown Association to identify key nighttime walking paths in need of better lighting. This project began in program year 2013, with activities taking off in program year 2015. Thirteen (13) lighting and safety projects were completed during program year 2019 wrapping up the CDBG funded Crime Prevention through Economic Development projects, creating well-lit walking paths between parking lots and the major theaters and other evening venues in the urban hub.

Downtown Ambassador Program

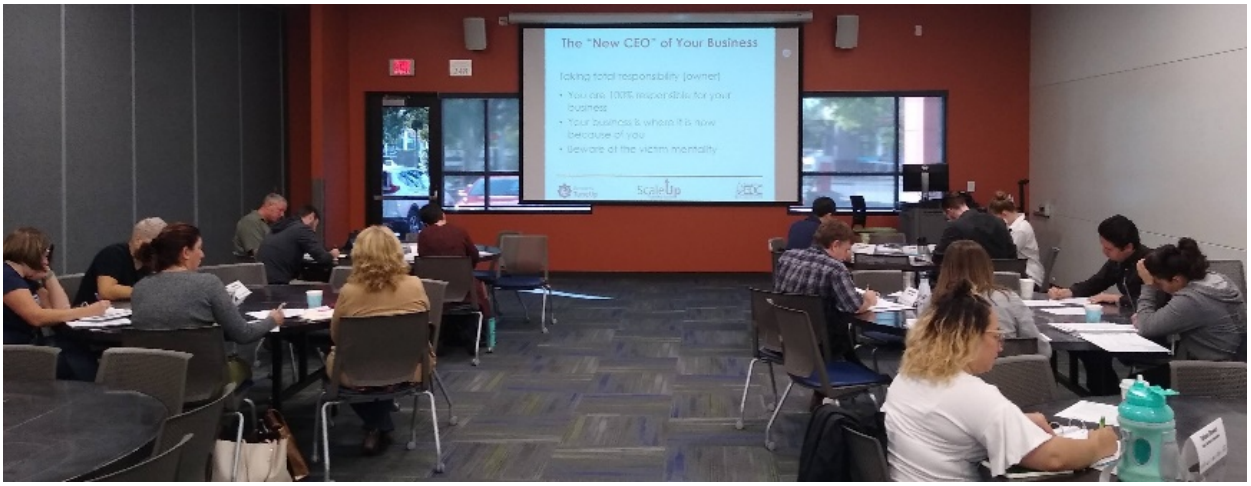
The City funded the Downtown Ambassador Program, first through the Capital Recovery Center, then bringing the program in-house. This team provides services and referrals on 1,500 occasions for homeless, mentally ill and street dependent people in Olympia's urban hub. This program is paired with the City-funded Downtown Clean Team that provides downtown clean-up services. The Ambassadors also provided support and resources to business owners and residents in the urban core over 1800 times. The City allocated and expended the full amount of $55,000 in CDBG funds.

Micro Enterprise Training and Technical Assistance

The City worked with Enterprise for Equity to provide Micro Enterprise training and technical assistance for 11 entreprenuers. This program fosters economic opportunities by helping low and moderate income entreprenuers develop and launch sound business plans. The City allocated $20,500 and expended $20,475 in CDBG funds.

Small Business Training and Technical Assistance

The City worked with **Center for Business & Innovation** (CBI - a partner of Thurston Economic Development Council) and provided business training & technical assistance for 53 Olympia-based businesses. This training, called the "Scale-up/Tune-Up" Business Training" program retained one low-to-moderate income job. The City allocated $30,000 to this program and expended $29,335 in CDBG funds. **The CBI "Scale-Up" business training sessions are tailored to strengthen small businesses which in turn create/retain jobs.**



Picture taken prior to COVID-19 restrictions

Salvation Army Day Center / Community Kitchen Project - *CANCELLED*

Salvation Army cancelled their City-funded agreement for their new Day Center, instead they plan to pursue their project with private funding. This project is designed to double the capacity. This means the City needed to reallocate the PY 2018 award of $300,000 along with $125,000 in the PY 2019 Annual Action Plan. The City amended those funds into the PY 2019 Annual Action Plan on May 12, 2020 in response to Coronavirus.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In this second year of the current Five (5) Year Consolidated Plan (2018 – 2022), the City invested in economic development and public service activites due to the Coronavirus, which struck in the middle of our 2019 program year. A significant project, the Salvation Army Day Center, was cancelled at the request of Salvation Army. Those funds were reallocated to Coronavirus response in support of food distribution and homeless response.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	150	0	0.00%	0	0	
Affordable Housing	Affordable Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	10	0	0.00%			
Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	8	0	0.00%	0	0	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Affordable Housing	Affordable Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0				
Affordable Housing	Affordable Housing	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				
Economic Development	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	3	3	100.00%	4	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	20	21	105.00%	54	0	0.00%
General Administration	Administration	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	0.00%
General Administration	Administration	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	0.00%
General Administration	Administration	CDBG: $	Jobs created/retained	Jobs	0	0		0	0	0.00%

OMB Control No: 2506-0117 (exp. 09/30/2021)

General Administration	Administration	CDBG: $	Businesses assisted	Businesses Assisted	0	0		0	0	0.00%
General Administration	Administration	CDBG: $	Other	Other	1	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	200	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	4,100	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	1,000	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: $	Housing for Homeless added	Household Housing Unit	75	0	0.00%			
Land Acquisition	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	0	0.00%			
Land Acquisition	Non-Housing Community Development		Other	Other	0	0				

OMB Control No: 2506-0117 (exp. 09/30/2021)

Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10,000	0	0.00%	1,242	0	0.00%
Public Services	Non-Homeless Special Needs	CDBG: $ / CDBG-CV: $237,383	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	43,289	100%	2,000	40,137	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The two highest priority activities during the PY 2019 Annual Action Plan period were public service and economic development. When the cap on public services was waived in response to Coronavirus, the City funded several activities to include food distribution to vulnerable populations like seniors, homeless individuals and low-income families. The City also increased PY 2019 awards to the Thurston Economic Development Council and Enterprise for Equity for training and technical assistance to small and micro businesses. The Thurston Economic Development Council focused on trainings to help small businesses prepare for Coronavirus restrictions. Enterprise for Equity focused on art-prenuers as the industry suffered tremendously during the statewide shut-downs.

The City funded one public facility improvement with CDBG funds at First Christian Church – Interfaith Works Shelter. The shelter was able to install a new kitchen sink to provide safe hand-washing during the pandemic, as well as installing partitions throughout the shelter to maintain state ordered social distancing policies. The shelter's sewer system failed over a year ago and flooded the entire basement and CDBG funds were able to provide new flooring to the shelter to avoid hazardous living conditions. The shelter also purchased bed bug free matresses that are

OMB Control No: 2506-0117 (exp. 09/30/2021)

easily sanitized to contain the spread of the virus.

In addition to those priorities, the City maintained its emphasis on economic development and many safety and crime prevention activities were undertaken. Eleven (11) safety lighting projects based on a comprehensive downtown safety assessment intended to enhance the safety of downtown Olympia were completed during PY 2019. This project began in 2015 and created/retained an aggregate of nine (9) jobs for low-moderate-income folks.

The City also funded a Homeless Response Coordinator (HRC) in PY 2019 in response to the prevention of Coronavirus. The position was previously funded through an outside grant from the Evergreen Christian Community, but the organization was no longer able to fund the position so CDBG funds were allocated to support the position until February 2022. The HRC works closely with the Thurston County Department of Human and Social Services to locate and quarantine homeless individuals who are high risk for the virus. The HRC coordinated shelter beds, mitigation site interviews, and Plum Street Village interviews to get people off the street during the pandemic. Olympia counted 995 homeless individuals in the 2020 Point-in-Time Census, which is a 195 person increase since 2019. It is expected to increase again in 2021, as many indivuiduals have fell into homelessness over the year.

The City continued to fund it's Downtown Ambassadors program who provided support to businesses, street outreach and hospitality services to residents, business owners and visitors in the Downtown core.

Before Coronavirus, the City had plans to acquire land for a future affordable housing project, but that goal was put on hold in order to prevent, prepare and respond to Coronavirus. These funds were made available when a Salvation Army project was not completed due to the shelter closing during the pandemic. The City instead allocated these funds and prior year funds to the public service activities listed above, as well as the completion of a PY 2017 sewer connection project who incurred overrun costs during the final stages of the project. The City also made its' final payment to the Section 108 Loan received in 2013 for Crime Prevention through Economic Development (CPTED) activities.

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	34,432
Black or African American	2,393
Asian	863
American Indian or American Native	396
Native Hawaiian or Other Pacific Islander	156
Total	**38,240**
Hispanic	1,172
Not Hispanic	37,068

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City's CDBG program benefited racial ethnic populations equivalent to our demography. Unfortunately, a significant number of social service beneficiaries of the Downtown Ambassador Program and Homeless Response program did not self-identify their race or ethnicity.

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	866,363	$371,820
Other	public - federal	237,383	$0

Table 3 - Resources Made Available

Narrative

Projects in PY 2019 are still in progress as our CV funds were amended into our PY2019 Annual Action Plan. Expenditures will be drawn during Program Year 2020 through 2022.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Downtown Urban Core	90	92%	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The PY 2019 Annual Action Plan was intended to focus primarily on downtown Olympia given the high concentration of the lowest income households given the American Community Survey data showing this to be one of the lowest income census areas (Tract 101, Block 1).

OMB Control No: 2506-0117 (exp. 09/30/2021)

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Projects funded with Olympia's CDBG monies also receive funding from other sources, which leverages, or matches, other fund sources to meet the needs in our community. The City leveraged economic recovery dollars ($603,300) to support economic development, as well as partnering with Thurston County to distribute funds to local food banks and Meals on Wheels.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units		
Number of non-homeless households to be provided affordable housing units		
Number of special-needs households to be provided affordable housing units		
Total		

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance		
Number of households supported through the production of new units		
Number of households supported through the rehab of existing units		
Number of households supported through the acquisition of existing units		
Total		

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Due to the pandemic, affordable housing projects were put on hold. The City originally planned to reallocate prior year funds to a land acquisition project that would support affordable housing in the future, but those funds were instead reallocated to Coronavirus response.

The City will utilize the local tax funded “Olympia Home Fund” to provide $2,300,000 to expand the City’s capacity to create new affordable housing, rehabilitate existing units and provide direct homeless shelter assistance.

Discuss how these outcomes will impact future annual action plans.

This will decrease the number of affordable housing units produced in our 5-year Consolidated Plan.

Include the number of extremely low-income, low-income, and moderate-income persons

OMB Control No: 2506-0117 (exp. 09/30/2021)

served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	31,925	N/A
Low-income	7,105	N/A
Moderate-income	2336	N/A
Total	**41,366**	N/A

Table 7 – Number of Households Served

Narrative Information

Funds supported food banks, a community kitchen, street-dependent and mentally ill folks, and job creation/retention.

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's Downtown Ambassador Program and Homeless Response Coordinator work together to provide resources and support to unsheltered homeless folks.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City, County and local partners stood up a 38 bed shelter during the pandemic to assist in the capacity reductions issued during the statewide shutdown in response to Coronavirus. 13 folks were transitioned into permanent housing from May 2020 – November 2020. No CDBG funds were used to support the shelter, but CDBG funds support staffing costs for the Homeless Response Coordinator.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

No CDBG funds were utilized for these activities in Program Year 2019.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

While homelessness is a regional issue, its locus is in Olympia, primarily concentrated in the urban hub. As a result, the City prioritized all of its CDBG funded social services on people who are homeless and have behavioral health challenges including mental illness. Specifically, the City used CDBG funding for street outreach to reach those targeted populations.

Other non-federal funds were used to support homeless shelters for homeless adults. Through the Regional Housing Council partnership, other shelters, affordable housing and social services

OMB Control No: 2506-0117 (exp. 09/30/2021)

were funded with a variety of federal, state and local funds.

In 2017 Olympia passed the Home Fund Levy, a sales tax levy for affordable housing construction and homeless and behavioral health services. That program has helped fund two supportive housing projects in the last two years that successfully competed for state Housing Trust Fund awards and 9% Low Income Housing Tax Credits. Those two projects will produce 68 units of supportive housing and 60 beds of single adult shelter.

The City participated the 2020 Point in Time Homeless Census with Thurston County, and provides additional City monies to support this effort. Quality data serves to inform regional homeless policy and investments.

Additionally, the City has: 1) hired a Homeless Response Coordinator; 2) developed and began implementation of our “One Community: Healthy, Safe and Housed” plan; 3) established a Tiny House Village called Plum Street Village for up to 40 households; 4) established the Mitigation site, a staffed tent encampment which accommodates up to 120 on City owned property; 5) established a storage facility for unhoused people including storage dedicated to homeless households headed to Coronavirus quarantine and isolation ; 6) worked with regional partners on the “Thurston County Homeless Crisis Response Plan, 2019 – 2022”; and 7) enacted municipal code 18.50 allowing emergency housing facilities.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

No actions were taken to assist Public Housing during Program Year 2019 with CDBG funds. Olympia did award $1.1 million from the Home Fund for homeless families, that project will construct 64 units. CDBG supported the acquisition of that property in a previous program year.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There were no activities to encourage public housing residents to become more involved in management and participate in homeownership during Program Year 2019.

Actions taken to provide assistance to troubled PHAs

There were no activities to assist troubled PHA's during Program Year 2019. The City of Olympia works closely with the Housing Authority of Thurston County. Our PHA has contributed project-based vouchers to support permenant supportive housing projects in Olympia in the last two years.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's Planning Department continues to address zoning and development guidelines to reduce construction costs associated with housing. In 2019 Olympia adopted an affordable housing impact fee abatement program that has already been used to construct 82 units of affordable housing. That housing must serve households at or below 80 percent AMI and remain affordable for 20 years. The City also adopted changes to codes in order to increase residential building capacity and the variety of housing types allowed in Low Density Residential Zoning Districts. These changes went into effect on December 23, 2020.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City considers all CDBG-funded social services in PY 2019 as actions to meet underserved needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to provide Lead Paint Safety information through its website and building permit services. One project this program year involved the completion of removal and abatement of lead painted building materials.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues to invest in economic development activities to increase the number of low-moderate-income jobs available in the City.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City continues to work with other regional jurisdictions to address zoning, development and other policies that affect the cost and availability of affordable housing.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City coordinates public and private housing through participation in the Regional Housing Council, a regional policy body that brings government, social services, non-profit sector, faith sector, private sector and other stakeholders together to develop policy and funding recommendations that enhance coordination. Additionally the City's Land Use Committee plans

on reviewing housing cost drivers in code to find more ways to slow the growth of housing costs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City undertook an exhaustive Assessment of Fair Housing in partnership with Thurston County to conduct a comprehensive assessment of current laws, instances of discrimination and ultimately developed a set of five recommendations to strengthen Fair Housing in Thurston County and the City of Olympia. Unfortunately, an executive order enacted a five-year delay for all AFH recommendations until the year 2022. However, local governments are pursuing those recommendations at the local level.

The City refers all Fair Housing complaints to:

- Fair Housing Center of Washington: 844-302-4674
- Washington State Human Rights Commission: 360-753-6770

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year the City conducts monitoring visits to each sub-recipient to ensure full compliance. The monitoring visits are designed in accordance with the CDBG Sub-Recipient Handbook with an emphasis on confirming that funds go to CDBG-eligible activities, that the beneficiaries are CDBG-eligible and that record keeping and internal controls comply with HUD standards. In-person visits were reduced in 2020 because of COVID-19, but desk monitoring continued.

The City posts information about its CDBG Program on its website and directly emails information about CDBG Program activity to a stakeholder list. All communications state the City's non-discrimination policies. Efforts to reach minority businesses are conducted through the two partner business organizations – the Olympia Downtown Alliance and the Center for Business & Improvement.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City's Citizen Participation Plan will offer an opportunity for all stakeholders to examine the report for 15 days prior to submission on February 15, 2021. Electronic copies of the plan will be presented at local stakeholder meetings, such as the Regional Housing Council and City Council, as well as the City of Olympia website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City reallocated funding to respond to Coronavirus mid-year. The City funded public service activities and economic development activites, and will focus on affordable housing in future plans.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No. However Olympia does have a Brownfields Assessment Grant from EPA.

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City Council

Review of Proposed Updates to the Thurston County 9-1-1 Intergovernmental Agreement

Agenda Date: 1/19/2021
Agenda Item Number: 6.A
File Number:21-0082

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

Title
Review of Proposed Updates to the Thurston County 9-1-1 Intergovernmental Agreement

Recommended Action
Committee Recommendation:
Not referred to a committee

City Manager Recommendation:
Receive an overview of proposed updates to the Thurston County 9-1-1 intergovernmental agreement.

Report
Issue:
Whether to receive an overview of proposed updates to the Thurston County 9-1-1 (TCOMM911) intergovernmental agreement.

Staff Contact:
Susan Grisham, Executive Assistant & Legislative Liaison, 360-753-8244

Presenter(s):
Keith Flewelling, Executive Director, TCOMM911
Wendy Hill, Deputy Director, TCOMM911

Background and Analysis:
The agreement is between and among all Thurston County public safety agencies for TCOMM911 to provide 911 call intake, dispatch services and first responder communications for the entire county.

The presentation will discuss the amendment process and proposed recommended amendments. The Bylaw/IGA working group recommended most of the changes that will presented.

The remaining recommendations resulted from the successful passage of the emergency communications sales/use tax measure. The current IGA has references to the original 1/10th percent which requires modification to accommodate the new level of taxation.

All recommendations were reviewed and approved by the Administration Board of Directors. A group of City Attorneys and the County Attorney have also reviewed and approved the recommendations.

If the Council are agreeable to the amendments, the agreement will go before the City Council for approval at the February 2, 2021 City Council meeting.

Neighborhood/Community Interests (if known):
N/A

Options:
1. Receive a presentation on the proposed updates to the Intergovernmental Agreement.
2. Do not receive a presentation on proposed updates to the Intergovernmental Agreement.

Financial Impact:
N/A

Attachments:
Proposed Agreement Updates

THURSTON 9-1-1- COMMUNICATIONS
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES

THIS THURSTON 9-1-1 COMMUNICATIONS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES (this "Intergovernmental Agreement") amends and restates the 1995 INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES, as amended, made and entered into by and among THURSTON COUNTY, the CITY OF OLYMPIA, the CITY OF LACEY, the CITY OF TUMWATER, the CITY OF YELM, the CITY OF TENINO, the TOWN OF RAINIER, the TOWN OF BUCODA, and the THURSTON COUNTY FIRE PROTECTION DISTRICTS who were signatories thereto (each, a "Party").

In consideration of the mutual promises, benefits and covenants contained herein, the Parties hereby agree as follows:

Article 1 RECITALS

1.1. The Parties and the residents of Thurston County benefit both in terms of efficiency and economy from a consolidated communications system (the "System") providing service to Thurston County and the cities, fire protection districts and regional fire authorities within Thurston County.

1.2. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to agree to the joint provision of Communications Services (as defined herein).

1.3. The Parties agree that it is in the public interest to form a new entity, Thurston 9-1-1 Communications ("TCOMM911"), and execute this Intergovernmental Agreement defining the powers and obligations of TCOMM911 in order to achieve these objectives and provide for the oversight and management of the System.

1.4. It is the intent of the Parties that funding for the System be provided primarily from the countywide emergency communications sales and use total tax receipts ~~(1/10th of 1% for emergency communications approved by voters in September 2002)~~ and 9-1-1 excise taxes, grants, contracts and fees. Additional revenue may be provided by Member Agencies through Member Assessments.

Article 2 DEFINITIONS

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof.

"Administration Board" means the Board of Directors of TCOMM911.

"Bylaws" means the Bylaws of TCOMM911 attached hereto as Exhibit B, as they may be amended from time to time in accordance with the provisions thereof.

"Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

"Communications Services" shall include the receipt and processing of any emergency and non-emergency communications, dispatch services for law enforcement, fire and emergency medical services, maintenance and operation of the Thurston County Public Safety Radio System infrastructure or any communications services approved by the Administration Board.
~~"Communications Services" shall include 24 hour dispatch for law enforcement, fire services and Medic One, or any communications services recommended by the Operations Board and approved by the Administration Board.~~

"County" shall mean Thurston County.

"Emergency Communications Systems and Facilities" shall include the systems and physical facilities necessary to provide Communications Services.

"FCC" means the Federal Communications Commission.

"Fees" means billed costs for services provided to Member Agencies and Non-Member Agencies that include such things as rental of equipment. Fees are separate from and may be in addition to Member Assessments.

"Funding Formula" means the formula that describes how Member Agencies are assessed within each specific service (i.e. law enforcement, fire service and Medic One), as further described in Section 11.4.

"Majority Vote" means a decision of the Administration Board by a simple majority of members of the Administration Board present and voting.

"Member Agency" means a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, tribal government, or a state agency created under the laws of the State, which has accepted the terms of and has executed the Intergovernmental Agreement in accordance with the terms thereof as a Member Agency, including original signatories to the Intergovernmental Agreement and entities that joined TCOMM911 in accordance with the provisions of the Intergovernmental Agreement.

~~"Member Agencies" means initially the Parties to this Intergovernmental Agreement, and from time to time includes entities that join TCOMM911 as Member Agencies and excludes entities that withdraw from TCOMM911 as Member Agencies, in each case in accordance with the provisions of this Intergovernmental Agreement.~~

"Member Assessments" means the costs for services to Member Agencies and Non-Member Agencies that are over and above projected total revenues from emergency communications sales and use taxes, 9-1-1 excise taxes, grants, contracts and Fees.

"Non-Member Agency" means a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, or a state agency created under the laws of the State, other than a Member Agency, which has agreed to pay TCOMM911 for Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by TCOMM911 as evidenced by separate contract between TCOMM911 and such entity. A "Non-Member Agency" may also be a tribal government, a specialized public safety support operation within local government, or private for-profit or non-profit entity providing services that require use of Communications Services which has agreed to pay TCOMM911 for Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by TCOMM911 as evidenced by separate contract between TCOMM911 and such entity; for example and without limitation, a private ambulance service, provided further that Non-Member Agencies described in this sentence may not become Member Agencies.

~~"Non-Member Agency" means any entity that is not a Member Agency.~~

"Operations Board" means the Operations Board of TCOMM911.

"Public Safety Interlocal Operation" means a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

"Represented Entities" means the entities represented by members of the Administration Board.

"Service Specific" shall relate to projects that address the needs of only law enforcement, only fire service, only Medic One, or only fire service/Medic One.

"Supermajority Vote" means a decision of the Administration Board by not less than two-thirds of all members of the Administration Board.

"System" means the consolidated emergency communications system provided pursuant to the terms hereof.

"TCOMM911" means Thurston 9-1-1 Communications, the entity of that name created by this Intergovernmental Agreement.

Article 3 FORMATION, PURPOSE AND POWERS

3.1. Formation. The Parties hereby create Thurston 9-1-1 Communications ("TCOMM911").

3.2. Incorporation.

3.2.1. The Member Agencies shall incorporate TCOMM911 as a nonprofit corporation and instrumentality of the Member Agencies pursuant to Chapter 24.06 RCW and as a tax exempt organization under Section 115 and Section 501(c)(3) of the Code. The

Member Agencies may reorganize the form of TCOMM911 in any manner as may be permitted by law as described in Article 13 or by amendment of this Intergovernmental Agreement in accordance with Article 12.

3.2.2. The Articles of Incorporation attached to this Intergovernmental Agreement as Exhibit A and incorporated herein by this reference shall be executed at the time of execution of this Intergovernmental Agreement.

3.3. Purpose. The purposes of TCOMM911 shall include, but are not limited to financing, design, acquisition, construction, equipping, reequipping, operation, maintenance, remodeling, repair, and improvement of the System.

3.4. Powers. In furtherance of its purposes, TCOMM911 shall have the power:

3.4.1. to acquire, construct, receive, own, manage, lease and sell real property, personal property and intangible property;

3.4.2. to operate and maintain the System and related facilities;

3.4.3. to enter into contracts with public and private entities;

3.4.4. to employ and terminate personnel, with or without cause, and contract for personnel and services with public arid private entities;

3.4.5. to sue and be sued;

3.4.6. to incur indebtedness and to issue bonds, notes or other evidence thereof ~~(through one or more of the Member Agencies unless and until TCOMM911 has such power under applicable law)~~;

3.4.7. to establish and collect Fees and Member Assessments in accordance with the Funding Formula;

3.4.8. to establish policies, guidelines or regulations to carry out its powers and responsibilities; and

3.4.9. to exercise all other powers that are within the statutory authority of and may be exercised by the Member Agencies with respect to the System.

Article 4 SYSTEM AND PROVISION OF COMMUNICATIONS SERVICES

4.1. System Assets. System assets shall be held in the name of TCOMM911. TCOMM911 may acquire, construct, receive, own, manage, lease or sell System assets and other assets. A Member Agency may transfer to TCOMM911 its title to, or operational control of, communication assets. TCOMM911 may control and manage both the assets it owns and the assets that are owned by Member Agencies that have transferred control of those assets to TCOMM911. This Intergovernmental Agreement does not vest in TCOMM911 any authority with respect to other facilities or assets of the Member Agencies. Member Agencies shall be deemed to have an ownership interest in any assets owned by TCOMM911, whether those assets

have been developed by, purchased by or transferred to TCOMM911. Such interest shall be exercisable only pursuant to this Intergovernmental Agreement. The fact that title to an asset has been transferred to TCOMM911 by a Member Agency shall create no special right of that Member Agency with respect to that asset.

4.2. Provision of Services. TCOMM911 shall be responsible for providing Communications Services pursuant to this Intergovernmental Agreement. TCOMM911 may contract with Non Member Agencies to provide Communications Services to Non-Member Agencies. These Non Member Agencies shall pay Fees for these services as established by the Administration Board. TCOMM911 may contract with Member Agencies to provide services other than Communications Services ~~other than dispatch services~~. These Member Agencies shall pay Fees for these services as established by the Administration Board.

4.3. Federal Communications Commission Licenses. TCOMM911 shall be responsible for reviewing, renewing, and updating the FCC licenses required to operate the ~~of~~ public safety radio system. ~~TCOMM911 and all law enforcement Member Agencies. TCOMM911 will assist fire service Member Agencies in reviewing, renewing and updating their FCC licenses as requested.~~ In the event of termination of this Intergovernmental Agreement, the Administration Board shall determine the ~~all rights to and interest in~~ distribution or release of FCC licenses ~~shall revert to the former holders thereof~~following FCC processes and guidelines.

4.4. Equipment. Each Member Agency shall be responsible for purchasing, maintaining and repairing its own fixed mobile and portable communications, radio and computer equipment, and such other equipment so designated by the Administration Board, and shall retain all rights to such equipment unless otherwise provided by resolution of the Administration Board.

4.5. Use of Network and Information. TCOMM911 shall be responsible for ensuring that the law enforcement data communications network and any criminal history records information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in Chapter 10.97 and Chapter 446-20 of the Washington Administrative Code.

4.6. System Location. The County shall continue to lease the Emergency Services Center ~~for not less than ten years, plus two five-year extensions at the option of TCOMM911~~until 2021 or after lease extensions are exhausted, with rent calculated using the existing cost distribution formula based on square footage allocated to building tenants for utilities, custodial services, facilities maintenance, landscape maintenance, assigned square footage and options, occupied space and unoccupied space. Thereafter the Administration Board of Directors shall determine at its discretion the location of its Emergency Communications Systems and Facilities which may include a new lease for the current location. The County shall also continue to permit TCOMM911 to use space in its Courthouse Building #3 Penthouse for radio equipment.

Article 5 TERM AND TERMINATION OF INTERGOVERNMENTAL AGREEMENT

5.I. Term. This Intergovernmental Agreement shall be effective, as set forth in Section 17.3, when executed by all the Parties. This Intergovernmental Agreement shall continue in effect for 30 years unless earlier terminated in accordance with the provisions of this Intergovernmental Agreement.

5.2. Renewal. This Intergovernmental Agreement shall be automatically renewed for successive terms of five years unless earlier terminated in accordance with the provisions of this Intergovernmental Agreement.

5.3. Termination – Supermajority Vote This Intergovernmental Agreement shall terminate effective upon any date specified by Supermajority Vote and ratification by motion or resolution evidenced in writing of not less than two-thirds of all Member Agencies.

5.4. Assets – Distribution. Upon termination of this Intergovernmental Agreement, the Administration Board shall establish a procedure for realizing the fair market value of TCOMM911 assets, which may include offering assets for sale to Member Agencies or Non Member Agencies. The proceeds of TCOMM911 assets shall be distributed to Member Agencies according to their share of ownership as determined by the Administration Board pursuant to the Funding Formula in effect from time to time.

Article 6 WITHDRAWAL OF MEMBER AGENCIES

6.1. Procedure. Any Member Agency may voluntarily withdraw from TCOMM911 effective December 31 of any year by giving written notice to the Administration Board prior to June 1 of such year of its intent to withdraw. Such written notice shall include evidence of approval of such action by the Member Agency's legislative body. The withdrawal of Member Agencies shall be by written addendum to this Intergovernmental Agreement; signed by the Chair of the Administration Board and the authorized representative of the withdrawing Member Agency.

6.2. Payments Prior to Withdrawal. Member Agencies shall continue to be responsible for paying any rates, fees, charges and assessments imposed by TCOMM911 after notice of withdrawal has been given but before withdrawal has become effective, as if no notice of withdrawal had been given. The Withdrawing Member Agency shall, prior to the effective date of its withdrawal, pay to TCOMM911 such Member Agency's allocable share of the obligations of TCOMM911, as determined by the Administration Board, which shall include obligations or costs incurred by TCOMM911 as of the date the Member Agency's withdrawal notice is received, including, but not limited to, the debt service obligations, contract obligations and cash financed capital projects of TCOMM91I.

6.3 Obligations Upon Withdrawal. A withdrawing Member Agency shall relinquish all System equipment which the Administration Board determines is necessary to maintain the System at an effective level of service that all remaining Member Agencies enjoyed prior to the withdrawal.

6.4. Rights Upon Withdrawal. A withdrawing Member Agency shall be entitled to have that Member Agency's interest in TCOMM911 assets equitably determined as set forth in this Section.

6.4.1. Process. The Member Agencies shall use reasonable efforts to determine the value of and method of payment for a withdrawing Member Agency's interest in TCOMM911 assets. If after such reasonable efforts, the value of and payment for a withdrawing

Member Agency's interest in TCOMM911 assets, has not been determined, the issue may be treated as a complaint and subject to arbitration as provided for in Article 14.

6.4.2. Equitable Factors. In determining the value of and the method of payment for a withdrawing Member Agency's interest in TCOMM911 assets, equitable factors, including without limitation the following, shall be considered. The Member Agencies acknowledge that the results of this process and application of such equitable factors may result in the realization of less than fair value for a Member Agency's interest in TCOMM911 assets.

a. The continuing, effective operation of the System;

b. The withdrawing Member Agency's interest in TCOMM911 assets;

c. Amounts owed to the System by the withdrawing Member Agency;

d. The impact on the budgets of remaining Member Agencies and the ability of remaining Member Agencies to provide services to the public; and

e. The value of the System.

6.4.3. Withdrawing Member Agency May Become Non-Member Agency. A withdrawing Member Agency may become a Non-Member Agency, subject to all obligations imposed upon a Non-Member Agency.

Article 7 TERMINATION OF MEMBER AGENCIES

7.1. Procedure. A Member Agency may be terminated effective December 31 of any year upon Supermajority Vote at least 180 days in advance that the Member Agency has not complied with TCOMM911 policies, guidelines or regulations, including without limitation FCC rules and regulations. The termination of Member Agencies shall be by written addendum to this Intergovernmental Agreement, signed by the Chair of the Administration Board.

7.2. Obligations and Rights Upon Termination. Following termination, a Member Agency that has been terminated shall be subject to the same obligations and entitled to the same rights as a withdrawing Member Agency under Sections 6.2 through 6.4.3.

Article 8 ADDITION OF MEMBER AGENCIES

The Parties constitute the original Member Agencies of TCOMM911. Additional Member Agencies may be added upon receipt by the Secretary of the Administration Board of application by a prospective Member Agency, accompanied by motion or resolution evidenced in writing by the legislative body of such prospective Member Agency, and approval by Supermajority Vote. The Administration Board in its sole discretion shall determine the appropriate payment required of additional Member Agencies. Such required payment may take into account past investment and formation costs and the ability to contribute future revenue for maintenance, operations, and replacement purposes. ~~.~~ The admission of Member Agencies shall be by written addendum to this Intergovernmental Agreement, signed by the Chair of the Administration Board and the authorized representative of the new Member Agency.

Article 9 ADMINISTRATION BOARD AND OPERATIONS BOARD

The Administration Board shall govern TCOMM911 as described in the Bylaws, and the Administration Board shall have the powers set forth in the Bylaws. The Operations Board shall advise the Administration Board in the operation of TCOMM911 as described in the Bylaws, and the Operations Board shall have the powers set forth in the Bylaws.

Article 10 BUDGET

The annual budget shall be prepared by the Executive Director and submitted to the Administration Board, the Operations Board and each Member Agency, reviewed by the Administration Board and the Operations Board and adopted by the Administration Board as set forth in the Bylaws. The budget process will include a process for public participation prior to adoption. Each Member Agency will be sent a copy of the final budget. If Member Assessments are approved as described in Article 11, each Member Agency shall pay its share to TCOMM911 in equal quarterly installments, payable within 10 days after the beginning of a calendar quarter.

Article 11 FINANCES

11.1. General. It is anticipated that funding for the System be provided primarily from the countywide emergency communications sales and use tax total receipts ~~(1/10th of 1% for emergency communications approved by voters in September 2002)~~, 9-1-1 excise taxes, grants, contracts and Fees. Throughout the term of this Intergovernmental Agreement, the County shall continue to impose and collect (or cause to be imposed and collected) on behalf of TCOMM911 the ~~1/10th of 1% sales tax for~~ emergency communications sales and use tax total receipts ~~approved by voters in September 2002~~ and 9-1-1 excise taxes. Additional revenue may be provided by Member Agencies through Member Assessments, which are to be assessed only if approved as described in Section 11.2 or 11.3.

11.2. Member Assessments. Prior to approving Member Assessments, all Member Agencies shall be sent written copies of the proposal at least 30 days prior to the Administration Board meeting at which the proposal is to be considered and given an opportunity to submit comments. Member Assessments require approval by Supermajority Vote and ratification by motion or resolution evidenced in writing of not less than two-thirds of all Member Agencies within 30 days after the approval by Supermajority Vote. If the Member Assessments are not so ratified within 30 days, the current assessment, if any, shall remain in effect.

11.3. Member Assessments for Service Specific Projects. For Service Specific projects, the same process outlined in Section 11.2 shall be used, but only the members of the Administration Board representing the Member Agencies benefited by and included in the Service Specific project shall vote on the Member Assessments, and Supermajority Vote and ratification shall be determined with reference only to such Member Agencies.

11.4. Funding Formula. ~~The initial~~A Funding Formula for Member Agencies ~~attached hereto as Schedule Iand incorporated herein by reference~~ may be ~~amended from time~~developed and adopted if necessary ~~to time~~ to assure fair and equitable funding of the System as follows. Prior to amending this Agreement with a~~ the~~ ~~Funding Formula~~Funding Formula, all Member Agencies shall be sent written copies of the proposal at least 30 days prior to the Administration ~~Board meeting~~Board meeting ~~at which~~at ~~the~~which ~~proposal~~the proposal is to be considered and given an opportunity to submit comments. If the vote by the Administration Board to ~~amend~~ adopt the Funding Formula is not unanimous, the Chair shall send a notification to the legislative body of each Member Agency. The notification shall outline the proposal and request the legislative body of each Member Agency to either approve or reject the proposal by resolution or motion evidenced in writing. Amendments to the Funding Formula that have not been approved by unanimous vote of the Administration Board require approval by not less than two-thirds of all Member Agencies within 30 days after notification. If an amendment to the Funding Formula requiring approval by Member Agencies is not so approved within 30 days, the current Funding Formula shall remain in effect. Any amendment to the Funding Formula will be effective on January 1 and must be approved prior to March 1 of the previous year, or at the time of receipt of approval of the Member Agencies when amendments are approved after March 1 of the previous year.

Article 12 AMENDMENTS

Any Member Agency may request changes to this Intergovernmental Agreement. Amendments to this Intergovernmental Agreement may be made only by the written agreement of all Member Agencies.

Article 13 CHANGE IN CORPORATE FORM

Notwithstanding anything in this Intergovernmental Agreement to the contrary, the Administration Board may, by Supermajority Vote, approve conversion of TCOMM911 to a joint operating agency, municipal corporation, public corporation, limited liability company, limited liability partnership or other corporate form. The Member Agencies hereby acknowledge that the Administration Board has the authority to elect to change the corporate form of TCOMM911 as set forth in this Article 13 and to effect such change. Each Member Agency hereby consents to such change in corporate form.

Article 14 ARBITRATION

Any controversy between the Member Agencies in regard to the application or interpretation of this Intergovernmental Agreement may be submitted to and determined by arbitration in accordance with Chapter 7.04 RCW.

Article 15 INSURANCE

The Administration Board shall procure insurance including without limitation general liability, officers and public officials errors and omissions, property, casualty and fire. The Administration Board may authorize contracts with insurance and/or risk pools, or other agencies to provide the insurance coverages deemed by the Administration Board to be reasonable and appropriate for TCOMM911.

Article 16 GENERAL TERMS

16.1. Agreement Complete. This Intergovernmental Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

16.2. Time of Essence. Time is of the essence in the performance of the provisions of this Intergovernmental Agreement.

16.3. Waiver. No term or provision of this Intergovernmental Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Member Agency claimed to have waived or consented.

16.4. Subsequent Breach. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Intergovernmental Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Intergovernmental Agreement unless stated to be such through written approval of all Member Agencies.

16.5. Rights Reserved. Except as specifically provided herein, each Member Agency retains all rights and claims that may exist now or in the future against another Member Agency.

16.6. Notice. Except as otherwise provided herein, all notices, consent or other communications required hereunder shall be in writing or (if consented to by a Member Agency) electronic means and shall be sufficiently given if addressed and mailed by first class, certified, or registered mail, postage prepaid, or (if consented to by a Member Agency) sent electronically, as specified on the signature page of each Member Agency, or as specified by such Member Agency to TCOMM911 and the other Member Agencies.

16.7. Partial Invalidity. If any of the provisions of this Intergovernmental Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

16.8. Assignment. No Member Agency may sell, transfer or assign any of its rights or benefits under this Intergovernmental Agreement without Administration Board approval. Notwithstanding the foregoing, any entity into which a Member Agency or substantially all of its Communications Services is converted or merged shall succeed to the rights, benefits and obligations of such Member Agency under this Intergovernmental Agreement without further action by any Member Agency or TCOMM911.

Article 17 EXECUTION

17.1. Multiple Counterparts. This Intergovernmental Agreement may be executed in multiple counterparts.

17.2. Authority. Each of the undersigned represents that this Intergovernmental Agreement is duly authorized by the Member Agency represented.

17.3. Effective Date. All of the undersigned having executed this Intergovernmental Agreement, this Intergovernmental Agreement is effective January 1, 2011.

[INSERT SIGNATURE BLOCKS FOR EACH PARTY WITH CONTACT INFORMATION FOR DELIVERY OF NOTICES PURSUANT TO SECTION 16.6]

~~SCHEDULE I~~
~~INITIAL FUNDING FORMULA~~

~~This formula is to be utilized to determine member agency assessments as approved by the Thurston County Department of Communications Administration Board. Approved member agency assessments are determined by applying this formula after deducting the projected revenues from the sales and use taxes, 9-1-1 taxes, grants, contracts member agency and non-member agency service fees from the total budget.~~

~~**Definition:** "Call(s) for Service," herein referred to as "CFS" shall refer to an event that occurs within a specific jurisdiction that is tracked by the Department through manual or automated means.~~

~~**I. Base Formula.** Member agency assessments shall be determined as follows: The basic formula apportionment between law enforcement and fire service agencies is based upon the number of "Service Specific" dispatch positions in the center for law enforcement compared to fire service, and any service specific recurring costs~~

~~Base Formula Calculation:~~

~~**Year**~~	~~**Law Enforcement**~~	~~**Fire/Medic One**~~
~~2011 & Beyond~~	~~67%~~	~~33.0%~~

~~Any "Service Specific", non-recurring service costs will be the responsibility of the service that benefits from that project. Non-recurring projects will not affect the base formula calculation. The funding formula within the service affected shall be used to determine agency costs.~~

~~All "Common Support Function" costs, made up of the following: personnel, including Administration, Supervisor, Technical, and Telecommunicator, as well as Maintenance and Operations costs, will be apportioned between law enforcement and fire/EMS services agencies utilizing the base formula above. These common costs will be added to the service specific costs for the total costs to law enforcement and fire/EMS.~~

~~A. Law Enforcement Funding. Law enforcement costs shall be 67% of the total base member agency assessments. Law enforcement agency specific costs are determined by using calls for service (CFS) and population.~~

~~1. Determine the percentage of Tac 1 CFS, Tac 2 CFS, and Tac 9 CFS to the overall total law enforcement CFS. These percentages are then applied to the total law enforcement contribution to obtain a Tac 1 share, Tac 2 share, and Tac 9 share.~~

~~2. Calculate each agency's percentage of population to the total population within their respective radio group (Tac 1 group, Tac 2 group, Tac 9 group) to determine their member agency assessment from the total shares in #1 above.~~

~~B. Fire/EMS Funding. Fire/EMS costs shall be 33% of the total base member agency assessments.~~

~~**1. Fire Funding.** Fire service agency specific costs are 33% of the total fire/EMS member agency assessments, and are allocated to agencies by using the total number of fire CFS for service averaged over a 5 year period.~~

~~**2. Medic One Funding.** Medic One costs are 67% of the total fire/EMS member agency assessments.~~

City Hall
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Olympia, WA 98501
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City Council

Community Court Update and Grant Award Announcement

Agenda Date: 1/19/2021
Agenda Item Number: 6.B
File Number:21-0069

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

Title
Community Court Update and Grant Award Announcement

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Recognize the Community Court Grant Award from the U.S. Department of Justice's Bureau of Justice Assistance.

Report
Issue:
Whether to receive a presentation on an update on the Community Court Program and the Grant Award from the U.S. Department of Justice's Bureau of Justice Assistance.

Staff Contact:
Maryam Olson, Court Administrator, Court 360.709.2783
Diane Whaley, Community Court Executive/Public Defense Coordinator, 360.753.8057

Presenter(s):
Scott Ahlf, Municipal Court Judge
Diane Whaley, Community Court Executive/Public Defense Coordinator
Bryanna Pinkston, Assistant City Prosecutor

Background and Analysis:

Olympia Community Court has been chosen as one of eight courts in the nation to receive a community court grant. The U.S. Department of Justice's Bureau of Justice Assistance chose 8 courts to receive grant funding to establish or enhance community courts and to support community court grantees and practitioners in developing effective responses to low-level, nonviolent offenses.

The Bureau of Justice Assistance (BJA) FY20 National Community Courts Site-based and Training and Technical Assistance Initiative supports efforts by state, local, and federally recognized Indian

tribal governments to establish and enhance community courts in their jurisdictions.

Community courts enhance public safety by addressing underlying issues that lead to criminal behavior, including substance abuse and behavioral health issues. By engaging communities in planning and operational processes, they provide justice system officials with more effective options in dealing with lower-level offenses, enhance public trust in the conduct of justice, and help to reduce unnecessary incarceration.

Olympia was chosen for an Enhancement Grant in the amount of $400,000. Funding will be used for housing services, mental health/drug and alcohol services, increased case management, and peacemaking training. The total amount awarded to all 8 jurisdictions collectively = $2,627,845. Awards were given to Albany Works! Community Court $400,000, Center for Court Innovation: National Community Court Initiative $600,000, City of Boulder Municipal Court Community Court $400,000, Law Vegas Justice Court Community Court Enhancement Project $79,387, Olympia Community Court Enhancement $400,000, Reno Municipal Court Community Court $183,042, Skagit County Community Court Implementation $399,368, and Spokane Community Court Expansion $166,048.

Olympia Community Court “soft launched” on January 6, 2016 and fully launched on January 4, 2017 with a celebratory ribbon cutting, after a year of development.
In 2016, Olympia was selected as one of ten sites by the Center for Court Innovation to receive a $200,000 Department of Justice Bureau of Justice Assistance grant over the course of two years from July 1, 2016 to June 30, 2018.

With the passage of the public safety levy, Olympia has been able to sustain this program. From the levy, $125,000 per year has been allocated to Community Court.

Community Court operates each Wednesday and provides an opportunity for criminal defendants charged with low level offenses in the City to immediately link to social services. Links occurred on-site in the Community Court Provider Building pre-Covid and now occur via Zoom. Participants can get their case dismissed if they are successful in the program. By providing an immediate link and an individualized plan, the goal is to stabilize the defendant so that they can become self-sufficient. The ultimate goals of Community Court are to break the cycle of low-level offending, hold offenders accountable through visible restitution, and increase public safety and trust.

Since its inception, Community Court has opted in 443 defendants and has had 194 graduates. Of those that have graduated between 2016 to present, 81% have not reoffended (i.e. not been convicted of new crimes).

The following Community Court core team members are available for questions: Scott Ahlf, Municipal Court Judge; Diane Whaley, Community Court Executive/Public Defense Coordinator; and Bryanna Pinkston, Assistant City Prosecutor.

Neighborhood/Community Interests (if known):
Public Safety

Options:
1. Receive the briefing.

2. Do not receive the briefing.

Financial Impact:
N/A

Attachments:
Quick Facts
Court Policy
Brochure
Article

Olympia Community Court Quick Facts 2016-2021

Date started: January 6th, 2016

Court day: Wednesdays 9-12

Number of cases eligible: 1,537

Number of participants opted in: 443

Number of graduates: 194

% of graduates that did not obtain a new conviction post graduation: 81%

Value of community service labor in the community: $49,724

Top 3 case types that opted in 2019-2020:

1) Theft, 2) Driving While License Suspended in the Third Degree, 3) Criminal Trespass

Number of service providers: 17

Number of social service links: 1,518

59% of participants connected to homeless related services.

Current Providers:

Community Court providers include the following: Pinnacle Peak (mental health), Pinnacle Peak (drug and alcohol), Capital Recovery BUPE Clinic (medication assisted treatment), SideWalk (housing), Family Support Center of South Sound (housing and family support), Community Youth Services (housing), SeaMar (basic needs), Partners in Prevention Education (LGBTQIA/victims services), Pacific Mountain Workforce Development Council (employment), YWCA (employment), South Puget Sound Community College (education), Family Education and Support Services (family support), Department of Social and Health Services (social services and child support), Northwest Justice Project (legal services), Intercity Transit (transportation), and Thurston County League of Women Voters (voter registration).

Travel, Conferences, and Presentations:

Members of the Community Court core team traveled in 2017 to Midtown Community Court, Redhook Community Justice Center, Bronx Community Solutions, and Newark Community Solutions. The core team traveled to Birmingham, AL in 2018 and took part in the Community Courts and Public Safety Conference. Judge Ahlf; Diane Whaley, Community Court Executive/Public Defense Coordinator; and Rocio Ferguson, Chief Prosecutor; presented at this conference on the topic of "Planning a Community Court." Judge Ahlf presented in Maryland in conjunction with the Center for Court Innovation at the 2019 National Association of Drug Court Professionals Conference on the topic of Community Court. Diane Whaley and Rocio Ferguson presented at the 2019 South Puget Sound Community Partnership for Transition Solutions Vision of Hope Conference at The Evergreen State College in Olympia, WA providing an overview of Olympia's Community Court. Judge Ahlf and Diane Whaley presented at the Association of Washington Cities City Action Days Event at the Red Lion Inn, Olympia, WA on January 28th, 2020 providing an overview of Olympia's Community Court. Diane Whaley presented webinars in conjunction with the Center for Court Innovation on the topics of "Cultivating and Sustaining Service Provider Partnerships" in March of 2020 and "How Community Courts Are Reopening During COVID-19:Challenges and Opportunities" in September of 2020. Diane Whaley presented as a guest panelist speaker at the Community Courts Public Safety Conference on "Building Effective Partnerships" in December of 2020.

CITY OF OLYMPIA COMMUNITY COURT

POLICIES AND PROCEDURES

I. GENERAL

A. Background

Community courts seek to respond to crime through a combined strategy of holding offenders accountable and offering to help defendants with a range of social needs. Community Court is a non-traditional approach that works to provide practical, targeted solutions rather than traditional punishment. The Olympia Community Court opened its doors in January 2016 following a community needs assessment conducted by various justice system and community stakeholders. Working together with community partners specializing in housing services, education, employment, chemical dependency, health care, licensing, mental health services, and veterans' services, the Olympia Community Court offers individuals a hand-up, with the goal of restoring the person and community.

B. Mission

Through a collaborative effort between Olympia Municipal Court, the Olympia City Prosecutor's Office, Olympia public defenders, the Olympia Police Department, and community organizations, Community Court seeks to break the cycle of crime, reduce recidivism, and reduce overall impact on the justice system involving offenders committing minor nonviolent offenses through case management and access to supportive services.

C. Objectives

The objectives of the Olympia Community Court are to:

- Reduce use of jail as a sanction for low level offenses;
- Increase opportunities for life changing experiences through meaningful connections with service providers;
- Increase offender accountability through restitution and community service;
- Decrease probation violations for low level offenses and nuisance crimes through an intensive case management model;
- Increase success of participants through case management, employment, re-licensing, treatment and mental health services;
- Decrease amount of time from date of offense to date of disposition for Community Court cases; and
- Improve public trust in the justice system.

D. Core Planning Team

The foundation of Community Court is a team of court, prosecution, public defense, police, probation, academic and social service professionals dedicated to collaboration on cases to reach practical and targeted solutions.

All team members will be responsible for dissemination of information to their respective agency with regard to confidentiality laws that apply specifically to Community Court participants. Likewise, the sharing of information between team members is a vital part of working as a team. Team members will be charged with the education of peer professionals on the program and will develop community linkages which enhance the effectiveness of the program. In creating this partnership and uniting in a single goal of addressing an underlying problem affecting our community, we are pledging to enhance communication between the courts, law enforcement and social service agencies. Through this linkage of services, we expect wider participation and greater effectiveness in addressing the problems of individuals involved in the criminal justice system.

E. Location and Hours Of Operation

The Olympia Community Court operates out the Olympia Municipal Courthouse, located at 900 Plum St SE, Olympia WA. Community Court cases are heard from 9:00 a.m. to noon on Wednesdays in Courtroom 2.

The Community Court provider building is located next door to the courthouse at 909 8th Ave SE, Olympia. Various community organizations and treatment providers are stationed in this building at 9:00am on Wednesdays and are available to offer resources and referrals to Community Court participants and members of the public who are referred for services.

F. Community Engagement

Community engagement is a key tenet of the community court model. Community Court staff interact with the Olympia community at large through a number of ways in order to receive feedback from community members and be a visible presence in Olympia neighborhoods. Additionally, individual stakeholders and focus groups of service providers and justice system stakeholders were engaged early on as a part of the court planning process.

G. Data Collection

The Olympia Community Court tracks data on program performance on an ongoing basis. This data is used to gauge results, measure progress, and make improvements over time. Data collected includes number of cases, mandate types, and compliance rates.

II. AREA SERVED AND ELIGIBILITY

A. The Community Court hears low level misdemeanor offenses that occur throughout the City of Olympia. Individuals, who have committed an eligible offense in Olympia, may be screened for Community Court.

B. The following offenses will generally be considered Community Court eligible offenses. Offenses designated as domestic violence offenses will not be permitted to opt in.

- Trespass
- Camping
- Urinating in Public
- Pedestrian Interference
- Failure to Respond to Notice of Infraction
- Minor in Possession
- Minor Exhibiting Effects
- Supply Liquor to Minor
- Driving While License Suspended Third Degree (DWLS 3)
- Theft
- Possession of Stolen Property (PSP)
- Unlawful Issuance of Bank Checks
- Vehicle Prowling 2nd Degree
- Malicious Mischief
- Property Damage
- Graffiti
- Violation of Exclusion Order
- Littering
- Disorderly Conduct
- Possession of Marijuana
- Use Drug Paraphernalia
- Obstructing Justice
- Hindering Law Enforcement
- Resisting Arrest
- False Statement to a Public Servant
- Criminal Impersonation
- Possession of Dangerous Weapon
- Carry Concealed Weapon

C. The prosecutor may, in his or her discretion, decide that a person charged with a crime is eligible to opt in to Community Court on minor nonviolent offenses. In determining eligibility for Community Court, the prosecutor should consider all available information, including the nature of the offense, the facts alleged in the police report, any prior violent and/or felony history, and any behavior that demonstrates a level of criminal sophistication which exceeds the scope of available resources. Factors to consider for inclusion into Community Court include the following: a demonstrated willingness to comply with conditions and/or accept responsibility, a need for social services, a lack of resources in county of residence, and motivation to make changes.

D. Community members who are not charged with a crime may sometimes appear at Community Court or the provider building seeking services on a walk in basis. Community Court staff and social service providers may provide voluntary assistance to these community members through social service referrals and linkages.

III. PERSONNEL

Community Court staff are responsible for adhering to the Community Court Policies and Procedures and for working together to problem solve individual cases and challenges as they arise. The following list includes core Community Court staff and their roles.

Community Court Judge: The Community Court Judge presides over all cases. The Judge regularly reviews case status reports detailing each participant's compliance with the treatment plan, administers sanctions and incentives to increase each participant's accountability, to enhance the likelihood of long-term compliance, and insures timely resolution of legal issues for all cases.

City Prosecutor: The Community Court Prosecutor reviews all charges and determines which cases qualify for Community Court. The Prosecutor reviews each participant's risk/needs assessment and works in collaboration with the public defender and the participant to develop an individualized plan. The prosecutor also regularly appears for weekly staff meetings and all Community Court hearings.

Public Defense Coordinator: The Public Defense Coordinator oversees the Community Court's general progress and operations, is responsible for data tracking, and supervises the public defenders who are assigned to community court. The Coordinator is also responsible for reaching out to the providers via email and in person for scheduling needs and education on any process changes.

Community Court Public Defender(s): The Community Court Public Defender (CCPD) represents and counsels defendants in the court process. The CCPD works in collaboration with the prosecutor to develop an individualized plan for each participant. The CCPD also regularly appears for all Community Court hearings. Depending on the current caseload, one or two public defenders should be regularly assigned to the Community Court so as to promote consistency and teamwork with other court staff.

Probation Officer: The probation officer assigned to Community Court is responsible for completing risk/needs assessments for participants and providing recommendations to the prosecutor and the CCPD. The probation officer regularly appears for court hearings and weekly staff meetings to provide input on compliance and noncompliance.

Case Manager: The case manager is responsible for keeping in contact with participants and with providers. The case manager provides weekly updates to the core team regarding each participant's compliance with court orders.

Court Administrator: The court administrator oversees the court process and supervises the court clerks. The court administrator ensures that the Community Court process is efficient and that

Community Court participants are properly scheduled. Additionally, the court administrator attends the weekly staff meeting to discuss each participant's progress in Community Court.

Police Department/Jail Manager: The jail manager oversees the operation of the Municipal jail. The jail manager works in collaboration with the Community Court team and attends weekly staff meetings to discuss participant compliance.

IV. COURTROOM PROCEDURES

A. Community Court is held every Wednesday morning. An out of custody arraignment is scheduled for 9:00am on Wednesdays. Notice is provided via an officer citation or notice will be mailed to the last known address. If the participant is in custody for arraignment and is eligible for Community Court, the court may release him or her to appear on Wednesday morning.

If the prosecutor has made a Community Court recommendation, the participant should meet with the Community Court Public Defender assigned for the Wednesday morning calendar. If the participant agrees to participate in Community Court, he/she will begin the Community Court process:

1) If the participant agrees to participate in Community Court, the CCPD should file a Request to Opt-in/Waiver of arraignment. Once this request is filed, the participant is scheduled for a 9:01 opt-in hearing in Community Court. If the participant declines Community Court, he/she will proceed to arraignment in Municipal Court.
2) Upon agreeing to Community Court, the participant should be directed to the provider building @ 909 8th Ave SE.
3) The participant meets with a probation officer (or other qualified person) to complete a risk/needs assessment.
4) To complete the risk/needs assessment, the participant must sign a release of information and disclose current needs, personal information, and history.
5) A copy of the risk/needs assessment should be provided to the CCPD, the prosecutor and case manager.
6) The prosecutor and CCPD will review the risk/needs assessment and discuss the links and/or conditions that may be required.
7) The CCPD will review the proposed disposition and forms with the participant.
8) The proposed resolution is presented to the judge for review.
9) The participant enters a plea of guilty or a stipulated order of continuance. On a plea, the prosecutor and CCPD will generally recommend a deferred sentence.
10) The participant will appear in Community Court to enter his/her disposition on the record.

11) The participant will complete any required community service hours and link with all recommended providers and comply with any follow up appointments and/or conditions.
12) The participant may be required to appear for review hearings or check-in's prior to the final graduation date.
13) Once the participant completes all program requirements, the case may be dismissed, reduced, or otherwise closed on the date of graduation.

B. The courtroom procedures should always be flexible enough to accommodate the given circumstance or situation.

COMMUNITY COURT CASE FLOW CHART (next page)

ARREST/IN CUSTODY

CITATION OR BOOK/RELEASE

PROSECUTOR REVIEWS REPORT

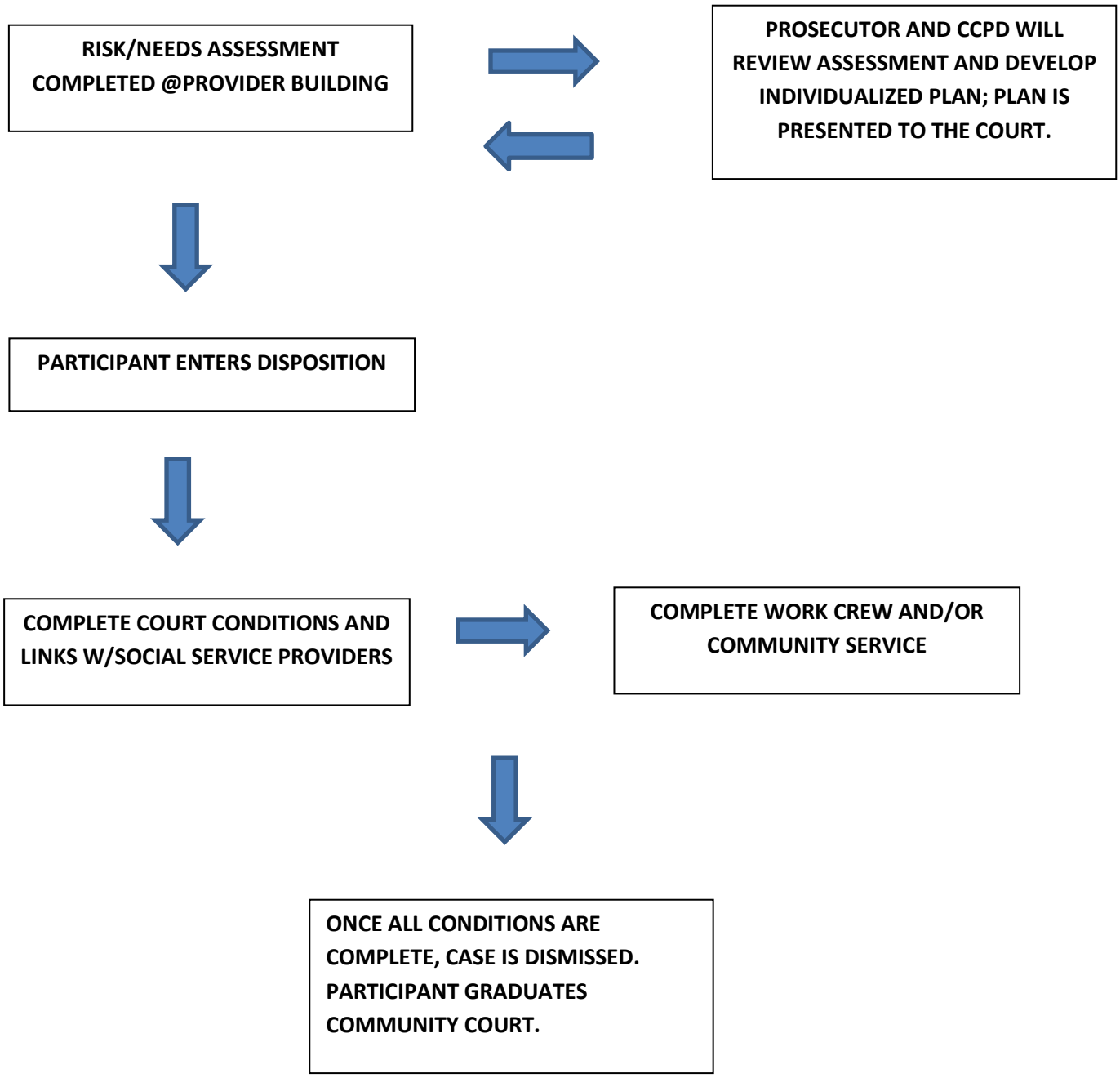
SCREENS FOR COMMUNITY COURT

COURT SCHEDULES ARRAIGNMENT

IF ARRAIGNED IN CUSTODY, THE COURT WILL GENERALLY RELEASE WITH AN ORDER TO APPEAR IN COMMUNITY COURT ON WEDNESDAY AT 9:01 AM.

IF OUT OF CUSTODY, THE COURT WILL SCHEDULE A 9:00 AM ARRAIGNMENT. IF PARTICIPANT OPTS IN TO COMMUNITY COURT, CASE IS SCHEDULED FOR 9:01AM.

COMMUNITY COURT OPT IN FORM FILED; CASE SCHEDULED FOR COMMUNITY COURT


RISK/NEEDS ASSESSMENT COMPLETED @PROVIDER BUILDING
PROSECUTOR AND CCPD WILL REVIEW ASSESSMENT AND DEVELOP INDIVIDUALIZED PLAN; PLAN IS PRESENTED TO THE COURT.
PARTICIPANT ENTERS DISPOSITION
COMPLETE COURT CONDITIONS AND LINKS W/SOCIAL SERVICE PROVIDERS
COMPLETE WORK CREW AND/OR COMMUNITY SERVICE
ONCE ALL CONDITIONS ARE COMPLETE, CASE IS DISMISSED. PARTICIPANT GRADUATES COMMUNITY COURT.

V. OPERATIONAL STANDARDS

A. Prosecutor Screening

The prosecutor shall review all police reports and referrals to determine eligibility for Community Court. The prosecutor should factor in any acts of violence alleged in the police report, prior criminal history, public safety concerns, the nature of the charge and whether the criminal behavior appears to be caused by the need for social services.

B. Public Defender Review

The Community Court Public Defender should review all Community Court eligible cases and meet with participants to explain the Community Court process, to assess whether there is a willingness to participate and whether the client would benefit from links with social service providers.

C. In Custody Cases

In all Community Court cases, the prosecutor should generally recommend a release from jail to appear out of custody to opt in. However, if there is a public safety issue or significant risk of failure to appear, the prosecutor may recommend bail. All Community Court participants should be instructed to report to the provider building to meet with staff and begin linking with providers. In custody participants can complete the risk/needs assessment in jail with the case manager and/or probation or upon release to Community Court.

D. Staffing Meetings

The Community Court team, i.e., the judge, prosecutor, Community Court Public Defender, probation, jail staff, and court staff, should meet on a weekly basis to discuss the participant progress in Community Court. The weekly team meeting will take place on Mondays at noon. In the event that the meeting cannot be held on Monday, the meeting will be on Friday at noon.

Staffing meetings are also opportunities for staff to reflect on current and future operations and work collaboratively through any challenges that arise.

E. Risk/Needs Assessment

A probation officer and/or other qualified person will complete a risk/needs assessment for all participants prior to appearing before the judge in Community Court. The risk/needs assessment used by the Community Court is the Criminal Court Assessment Tool (CCAT), which assesses the risk of reoffending and criminogenic needs of participants. The risks/needs assessment provides a risk score and any recommended links and conditions. In the event that a probation officer and/or other qualified person is unavailable to administer the risk/needs assessment, the CCPD should complete the risk/needs assessment. The risk score will be considered in determining the nature and intensity of any intervention.

F. Release of Information

Each participant must sign a release of information in order to proceed with a risk/needs assessment. In the event that a participant declines to sign the release, he/she should be directed back to the Community Court Public Defender who will counsel the individual on existing options. A continued refusal to sign the release may result in discontinuing a participant's involvement in Community Court and transferring the case to the traditional court process.

G. Intervention and Supervision Level

The results of the risk/needs assessment will serve as a guide for the Community Court team in determining the intervention and supervision level for participants. Low risk participants will generally face a deferral period of 30 days to 90 days. Recommended interventions and supervision may include community service, work crew, and making links with social service providers, if necessary. Moderate risk participants will generally face a deferral period of 90 days to 180 days. Recommended interventions and supervision may include community service, work crew, completing a treatment program and making links with social service providers. High risk participants will generally face a deferral period of 180 days to 2 years. Recommended interventions and supervision may include community service, work crew, completing a treatment program and making links with social service providers. . However, in cases where a protective order is needed or where restitution is reserved, jurisdiction may exceed the above recommendations.

H. Program conditions

As a requirement for program completion, the Community Court Judge may mandate a participant to complete work crew, community service hours, chemical dependency treatment, mental health treatment and/or other social service linkages. To graduate, a participant must comply with all required conditions.

1) ***Community work crew:*** The work crew is supervised by the probation department. Work crew participants complete clean up and community improvement projects throughout the City. Participants who are mandated to complete work crew, must first schedule the work crew days with probation. On the scheduled work crew day, the participant must report to the probation office before 8am to begin an eight hour day.

2) ***Social service linkages:*** Generally, participants will be required to link with social service providers. The specific links that are required will be determined by the court after reviewing recommendations based on the risk/needs assessment. For low risk participants, simply meeting or "linking" with the on-site provider will generally be sufficient. Each participant will have a sheet in which their "link" signs their form as proof that they met. The providers on site also have a binder that is kept on site in which the participant's signature is placed in as backup proof that they met. For moderate to high risk participants, conditions may require follow up appointments, submitting to sobriety monitoring and/or completion of a treatment program.

I. Case management

Community Court cases are managed by the court through regular hearings and personal appearance in court. Additionally, the case manager provides weekly reports on progress and maintains regular contact with participants.

J. Case disposition

A stipulated order of continuance may be offered to a participant without any criminal history, who opts in to Community Court at arraignment. A participant with prior criminal history who is eligible for a Community Court recommendation, will be offered a deferred sentence, except as noted in section (V)(J)(1) below.

1) Driving While License Suspended 3rd Degree (DWLS3) Policy:

A participant charged with DWLS 3, who has no more than 5 prior similar offenses within 5 years, who opts into Community Court at arraignment, may have their charge reduced to the infraction No Valid Operator's License with ID (NVOLw/ID). A mitigation hearing may be scheduled. If the offender appears at the mitigation hearing with proof of a valid license or substantial progress toward obtaining license, the City Prosecutor will recommend a $150 fine. If a valid license is not obtained or substantial efforts have not been made, the City Prosecutor will recommend a $350 fine. All fines can be paid through community service and work crew, as described above. Offenders with more than 5 prior DWLS3 or NVOL offenses within 5 years, may still opt into Community Court at arraignment with entry of a plea of guilty. A sentencing date would be scheduled. If defendant appears at the sentencing hearing with a valid license, the City Prosecutor will recommend no jail time.

IN ALL CASES, THE PROSECUTOR RETAINS THE DISCRETION TO ULTIMATELY DECIDE IF AN OFFENDER IS PERMITTED TO OPT IN TO COMMUNITY COURT, EVEN IF NOT SPECIFICALLY DELINEATED ABOVE.

K. Review hearings

A Community Court participant may be scheduled for a review hearing or "check-in" prior to final graduation. A Community Court check-in should be scheduled at 9:02am if the participant needs to meet with providers or complete a needs assessment, otherwise the hearing should be scheduled for review at 10:00am. A review hearing will be held on the record in Community Court. However, if a participant is scheduled to check-in, he/she may leave after making required links and meeting with the CCPD, case manager or prosecutor.

L. Compliance

A Community Court participant will be required to provide proof of compliance. Suitable methods of proof will include verbal or written confirmation from a Community Court provider. Alternatively, an outside provider may email the case manager or CCPD or provide a letter of compliance on the organization's letterhead.

M. Incentives and Sanctions

The Community Court team should utilize incentives and sanctions to promote or discourage certain behaviors by participants. Incentives and sanctions should be applied consistently, with advance notice, and on a graduated schedule.

1) **Incentives:** Incentives may include less frequent court hearings or have an early graduation scheduled. The Community Court team may develop other incentives from time to time.

2) **Sanctions:** Sanctions may include completing additional community service, work crew, more intensive treatment plans, extending jurisdiction and jail. A participant who fails to comply with any condition may be required to complete work crew as a sanction in lieu of revocation. A participant, who fails to comply with work crew sanctions, will be ordered to complete a jail sanction or alternatively face revocation of the deferral or stipulated order of continuance. Jail sanctions are a last resort.

N. Revocation and Termination

Before terminating a participant, the Community Court team should problem solve among each other and with the participant. In the event that participants fail to comply with supervision requirements or conditions and no reasonable use of incentives and sanctions has been effective, or that the individual can no longer be managed safely in the community, the deferral or stipulated order of continuance may be revoked.

O. Graduation

A participant, who has complied with all conditions, may have his/her charge dismissed unless otherwise noted in subsection (V)(J)(1). A participant who has graduated Community Court will receive a certificate of completion.

A graduation date should be set at or near the end of the proposed deferral or stipulated order of continuance. Alternatively, if the charge has been reduced to an infraction, the graduation date should be set at the same date as the mitigation hearing.

P. Revocation hearing

A participant who has committed new criminal law violations or has failed to comply with any imposed conditions may have the stipulated order of continuance or deferred sentence revoked. Upon revocation, the participant may be ordered to complete additional conditions, work crew, day jail, EHM or jail as a sanction.

Rocio D. Ferguson, Chief Prosecutor

Policies established January 2016. Last modified March 2019.

Appendix 1: PARTNERS

In an effort to provide participants with wrap-around services through linkages, the Community Court partners with the following community organizations:

Pinnacle Peak

Pinnacle Peak is a Washington State Certified Chemical Dependency Treatment and Mental Health Counseling. They offer chemical dependency assessments, mental health assessments, outpatient addiction treatment, alcohol and drug information school, counseling and more.

Pacific Mountain Workforce Development Council

Pacific Mountain Workforce Development Council is a partner with Work Source that helps find employment opportunities for those in need. Pacific Mountain will help with employment security and developing job-finding skills such as creating resumes, cover letters, and applications.

SeaMar

Sea Mar is a community health center that specializes in medical, dental, and mental/behavioral health assistance. Sea Mar can help with enrollment in health insurance and finding medical clinics to fit each person's individual set of needs. They can also help with applying or renewing healthcare applications or food stamps.

SideWalk

SideWalk helps men and women without children experiencing homelessness in the Thurston County community. SideWalk can help with screening for local shelters and can conduct a Vulnerability Index to assess your level of need. They also maintain a vulnerability based waitlist for Drexel Housing and Quixote Village.

South Puget Sound Community College (SPSCC)

SPSCC has many options for education that tailor to the specific goals, interests and learning styles of their students including; adult basic education, office career training, automotive service training, and options to get a diploma/GED (ages 21 and up). They also provide help with financial aid services.

Village Vans

Intercity Transit's Village Vans program is a FREE job skills and driver training program designed to help individuals build a career. In addition, Village Vans provides FREE transportation to help you look for work, get to medical appointments or the grocery store, and more.

Family Support Center

The Family Support Center helps men, women with children with housing and other basic needs. Additionally, the Family Support center can provide referrals for victims of domestic violence.

Department of Social and Health Services

The Department of Social and Health Services, or DSHS, is Washington's social services department. The agency assists children, families, vulnerable adults and seniors with benefits, food assistance, financial aid, medical and behavioral health care and other services.

Partners in Prevention Education

Partners in Prevention Education (PIPE) is a community based organization which offers a safe environment for youth and young adults to access

Intercity Transit

Intercity Transit provides various transportation option for the south Puget Sound region. Five major transit centers or transfer points are served by several routes throughout the region.

Family Education and Support Services

Family Education and Support Services is a nonprofit organization which provides education and support for parents and families.

Appendix 2: Court forms

1. Consent for Release of Confidential Information
2. Waiver of Arraignment/Request to Opt in to Community Court

Olympia Municipal Community Court

Consent for Release of Confidential Information

I, _____ have agreed to participate in the

(Defendant Name)

Olympia Municipal Community Court process. I understand that if I opt into the program, I am required to accept services which may include housing, education services, employment, alcohol/drug treatment, mental health treatment, work crew, community service, assistance with case management, and/or other services in order to participate in this program.

I understand that information regarding my attendance and progress in mandated programs/treatment, as well as my alcohol and drug treatment records/mental health records are or may be protected by federal and state law and regulations.* As a condition of participating in the program, however, I will consent to release these records as provided in this release.

I authorize the staff of the Olympia Municipal Community Court and the providers of the services described in my treatment plan to release and share information with each other.

This information includes (check appropriate boxes):

- ❑ Information provided to probation/case manager at intake
- ❑ Community Based Agency Programs *(Including: mental health evaluation/ attendance/ treatment/progress and/or discharge information)*
- ❑ Substance Abuse Programs (*Including: admission/ treatment/ progress/ attendance and/or discharge records)*
- ❑ Job Training/ Employment
- ❑ Educational Programs
- ❑ Housing services
- ❑ Basic needs
- ❑ Other: *Please specify Agency Name and information requesting*:

Furthermore, by signing this consent form, I am authorizing the release and re-disclosure of the foregoing information to representatives from the following (check appropriate boxes):

- ☑ The Judge and Court Staff
- ☑ The City Prosecutor
- ☑ The Public Defender
- ☑ The Public Defense Coordinator
- ☑ Municipal Probation
- ☑ Jail Supervisor
- ☑ Sidewalk Housing
- ☑ Sea Mar Basic Needs/Mental Health/Case Management
- ☑ South Puget Sound Community College (SPSCC)
- ☑ Pacific Mountain Workforce Development Council
- ☑ Village Vans
- ☑ Northwest Resources
- ❑ Other (please specify):

  _____

The express purpose for the release and re-disclosure of the listed information is to appropriately and effectively plan and manage services, to apprise the listed parties of my current conditions, treatment progress, and ongoing prognosis, and is limited to these purposes. If any providers of treatment or other services request that I sign additional consents, waivers, or releases authorizing them to disclose or share any information related to the treatment plan or my participation in the Court program, I will do so.

The reasons this information needs to be released and shared are:

- To allow the staff of the Olympia Municipal Community Court and the providers of treatment and other services to coordinate treatment and services with each other;
- To enable the Judge and staff of the Court, my Public Defender, the City Prosecutor , my Case Manager, and Municipal Probation to monitor whether I am in compliance with all the terms of the order issued by the Olympia Municipal Community Court Judge.
- To enable the staff and the Judge of the Community Court to make informed decisions regarding ongoing treatment planning, community service, work crew, my continued participation in the Court Program, and the outcome of my criminal case.

I hereby also consent to the release of my DCH (Defendant Criminal History) for identification purposes only.

I understand that my consent will remain in effect until revoked by me or until there has been a formal and effective termination or revocation of my participation in community court.

_____
____

(other *time when consent can be revoked and/or expires by order from a court of competent jurisdiction*)

I understand, generally, the court cannot condition my treatment on whether I sign a consent form, but in certain circumstances, I may be denied treatment or participation in this program if I revoke or do not sign a consent form.

_____
_____

(Date) (Signature of Defendant)

_____
_____

(Date) (Signature of Authorized Representative, if required)

OLYMPIA MUNICIPAL COURT

For the STATE OF WASHINGTON

Case No. _____

CITY OF OLYMPIA, Plaintiff,

vs.

_____,

Defendant.

WAIVER OF ARRAIGNMENT AND

REQUEST FOR COMMUNITY COURT OPT-IN

.

The defendant hereby stipulates to probable cause for the purpose of arraignment only and hereby waives arraignment. The defendant further requests to set for a community court opt-in.

Date d this _____ day of _____, _____.

_____ _____

Defense Attorney Defendant

We Are In Your Corner

Olympia Community Court

olympiawa.gov/communitycourt

Olympia Court Services

Community Partners

Working Together For Your Success

Working together with community partners specializing in housing services, education, employment, chemical dependency, health care, licensing, mental health services, and we offer the individual a hand-up, with the goal of restoring the person and community.

Community Partners

The City of Olympia Community Court program has partnership with...

- Community Youth Services-Youth referrals
- Department of Social and Health Services-Community Services
- Family Support Center of South Sound-Family Support Services
- Intercity Transit-Transportation Services/Village Vans
- Northwest Resources ii-Drug and Alcohol Services
- Pacific Mountain Workforce Development Council-Employment Services/Worksource
- Partners In Prevention E
- -LGBTQIA/survivors of violence
- Pinnacle Peak Institute-Mental Health Services
- SeaMar-Basic Needs Services/Food Stamps/Medical
- SideWalk-Housing Services
- South Puget Sound Community College-Education

Graduation Recognition Tree

Olympia Community Court

Olympia Court Services

Community Court

What is Community Court?

It is a different approach to traditional punishment. Community Court works to provide practical, targeted solutions to offer individuals a hand-up to get back on track, with the goal of restoring the person with the community.

Attorneys work together on a plan that fits the defendant best. Defendants then use the community partners to follow through with the plan, checking in often and getting help when they need it.

With all of the provider partners in one place on Wednesdays getting help from them is easier.

No Appointment Needed

If you've been charged with a crime in the City of Olympia ask about Community Court. Or stop by, everyone is welcome!

Community Services in One Place

Open Every Wednesday
9 a.m. to noon
909 8th Ave SE, Olympia

Olympia
Community
Court

Center for Court Innovation

Mentor Community Courts

These community courts enhance assistance provided by the Center for Court Innovation by serving as regional resources for jurisdictions looking to implement similar community justice initiatives.

In September 2018, the Center for Court Innovation, in partnership with the U.S. Department of Justice's Bureau of Justice Assistance, chose community courts in Dallas, Texas; Olympia, Wash.; Orange County, Calif.; and Spokane, Wash., to serve as mentor courts for

jurisdictions seeking to enhance procedural justice and promote the use of community justice and, where appropriate, alternatives to jail.

Community courts emphasize alternative responses to less serious crime. People who commit lower-level offenses are sentenced to pay back the community through visible restitution projects, including removing graffiti, cleaning neighborhood parks, and helping maintain public spaces.

At a celebration of his graduation, an Olympia Community Court participant selects a location to pin his name.

At the same time, they are linked to drug treatment, mental health services, job training, and other services to help them address the underlying issues that often fuel criminal behavior. Community courts place special emphasis on treating individual participants with dignity and respect. Research has shown that this commitment to procedural justice can reduce crime, improve compliance with court orders, and enhance public trust in the justice system—a particularly pressing need in low-income and minority neighborhoods.

The mentor community courts—which were chosen in a competitive application process—host site visits, answer questions over the phone or internet from justice reformers, and participate in conferences and workshops. Practitioners interested in taking advantage of the mentor sites' expertise are encouraged to contact the courts directly.

The four 2018 mentor courts are:

Olympia (Wash.) Community Court

The City of Olympia's municipal court opened its community court in 2016 to hear quality-of-

Participants at work in a community garden in Olympia.

life offenses committed in the downtown core. Since its launch, the community court has expanded access to services by repurposing a formerly vacant building steps away from the courthouse, and increased data collection and analysis. Early social service links, including on-site mental health and drug and alcohol evaluations, have been key components to the success of the court. Graduates are invited back to volunteer and/or provide mentor support to participants. A community court garden provides community service opportunities and provides food for participants and local food banks.

To arrange a visit or for more information contact Diane Whaley, Community Court Executive, at 360-753-8057 or at dwhaley@ci.olympia.wa.us.

Orange County (Calif.) Community Court

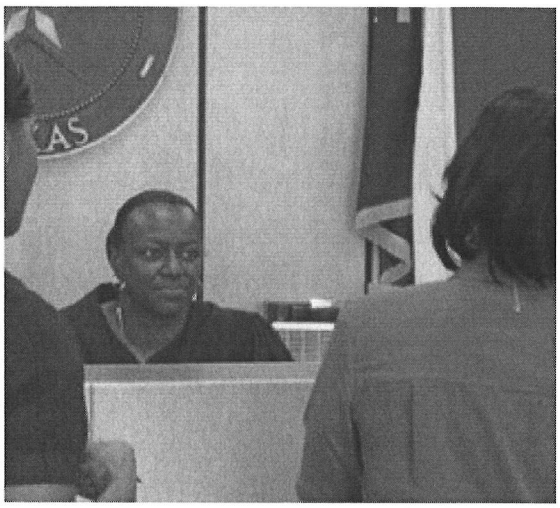
Judge Mary Kreber Varipapa presides over the Orange County Community Court.

Started in 2008, the Orange County Community Court houses numerous problem-solving calendars—veterans court, drug court, mental health court, DUI court, and homeless outreach court—in one community-based location that offers participants on-site access to social services. Participants are given an opportunity to engage in individualized treatment and training while adhering to intensive supervision. The success of these programs revolves around the community service providers which are co-located at the Community Court. The Orange County Community Court employs

community service as a way for participants to remain productive while searching for employment or completing educational goals.

To arrange a visit or for more information contact Kristal Valencia, Deputy Manager, Criminal Operations of Collaborative Courts at 657-622-5819 or KValencia@occourts.org.

South Dallas (Texas) Community Court

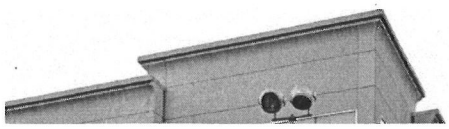


South Dallas Community Court Judge Cheryl Williams listens to a court participant.

Launched in 2004, The South Dallas Community Court, housed in a neighborhood community center, hears Class C misdemeanors and serves a high-poverty neighborhood in the South Dallas area. The South Dallas Community Court has created a number of innovative programs, including the New Life Opportunity Initiative, designed to link young women engaged in prostitution to mental health and drug/alcohol treatment and housing services, and a reentry program that tackles the challenges faced by individuals returning to the community from jail. Based on the success of the project, the city expanded community court to include locations in the West Dallas, South Oak Cliff, North Dallas, and Downtown Dallas neighborhoods. The court located in Downtown Dallas operates during evening hours.

To arrange a visit or for more information contact dianne gibson, Community Court Section Head, at 214-670-7129 or dianne.gibson@dallascityhall.com.

Downtown Spokane (Wash.) Community Court

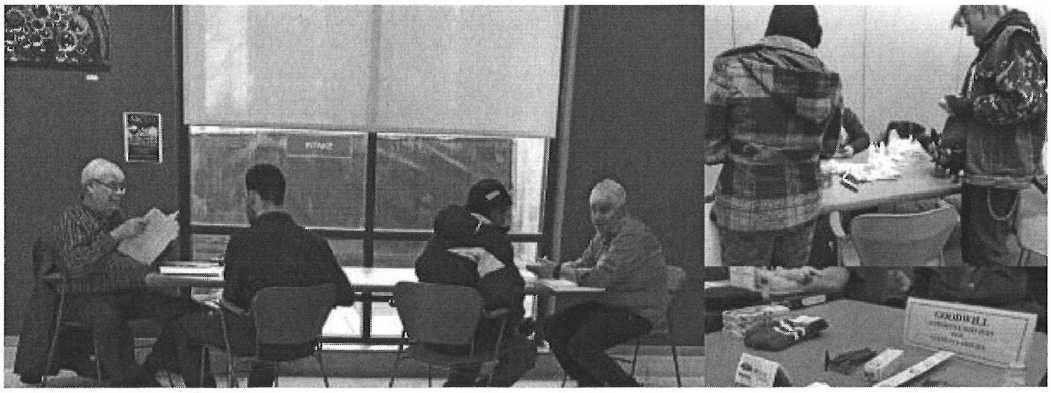


Opened in 2013, the City of Spokane's Downtown

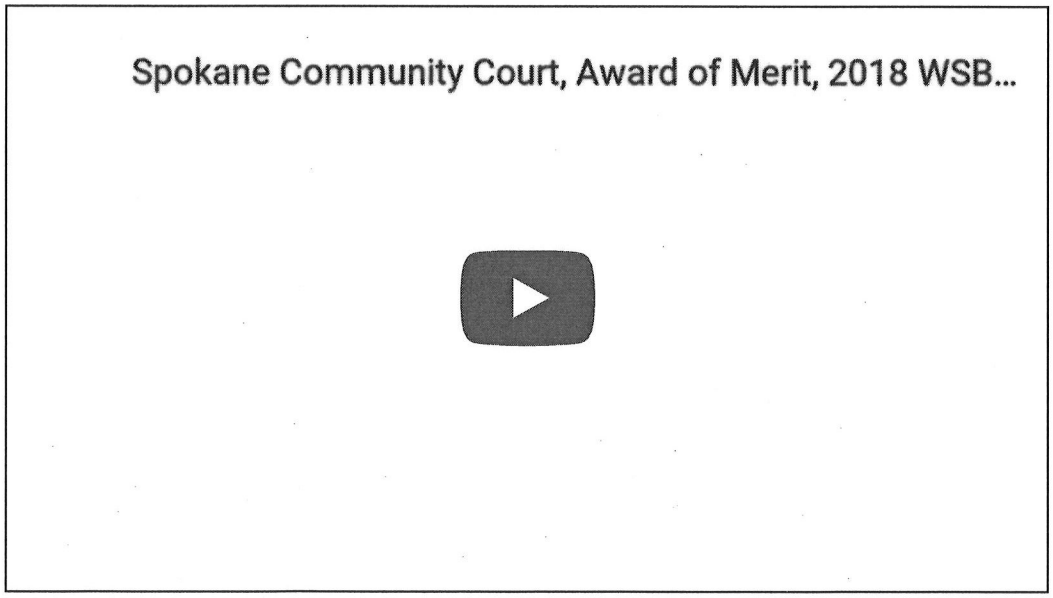
Spokane's Downtown Community Court convenes in the local public library.

Community Court serves the city's central business district, operating out of a public library in an effort to better reach the low-level repeat defendants by connecting them to services in a friendly setting. Spokane Community Courts recognize that low level, non-violent offenses impact both individuals and the community at large. If not addressed, quality-of-life crimes can erode community order, lead to neighborhood decay, and create an atmosphere where more serious crime can flourish. Community Court endeavors to hold participants accountable, address factors impacting participants' criminal behavior, provide access to local resources, address victim needs, and increase public confidence in the criminal justice system. The model proved so successful that, in 2017, with support from the Community Court Grant Program, the Municipal Court opened a second community court in Spokane's Northeast Community Court in an existing community center.

To arrange a visit or for more information contact Seth Hackenberg, Community Court Coordinator at 509-309-6948 or shackenberg@spokanecity.org.



Downtown Spokane Community Court offers participants a range of on-site services along with access to local resources.



An overview of the work of Spokane Community Court.

Past Mentor Community Courts

Hartford Community Court

Opened in 1998 as the third community court in the country, the Hartford Community Court is a collaboration among the State of Connecticut Judicial Branch and local authorities, including the public defender's office and state's attorney's office, local service providers, and the community. The court seeks to address quality-of-life crimes by promoting responsibility through court-supervised community service and individualized social services. The Hartford Community Court is one of the only community courts in the United States with citywide jurisdiction for misdemeanor cases while also handling cases from five adjacent suburban communities. The court has an "open door policy" for members of the community to observe the court in operation and voice their ideas and concerns to court staff.

San Francisco Community Justice Center

Opened in 2009, the San Francisco Community Justice Center is a collaboration among the San Francisco Superior Court and several partner agencies. The court seeks to improve public safety and the lives of defendants and residents through cost-effective problem-solving practices that reduce incarceration and improve trust in justice. The Justice Center is one of the few community courts that hears more serious cases, including nonviolent felonies and probation revocation cases. The project is guided by an advisory board that includes all involved partner agencies, as well as members of the community. The social service center is open to all San Francisco residents.

For more information about the Mentor Community Court program, or to learn more about no-cost assistance in launching community courts, enhancing procedural justice, or promoting alternatives to incarceration, please contact our Expert Assistance team.

Research.Development.Justice.Reform.

Contact Careers Expert Assistance Supporters

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City Council

Update on the Process to Form a Social Justice and Equity Commission

Agenda Date: 1/19/2021
Agenda Item Number: 6.C
File Number:21-0066

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

Title
Update on the Process to Form a Social Justice and Equity Commission

Recommended Action
Committee Recommendation:
No recommendation. Information only.

City Manager Recommendation:
Receive a briefing on the process the form a Social Justice and Equity Commission.

Report
Issue:
Whether to receive a briefing on the process to form a Social Justice and Equity Commission.

Staff Contact:
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources, 360.753.8343

Presenter(s):
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources

Background and Analysis:
In June 2020, City Council forwarded to the General Government Committee a referral to develop a Human Rights Commission. Input from the community and direction from Council was that the development of a new Commission be led by marginalized community members, with an emphasis on Black, Indigenous, and People of Color.

On November 2, 2020, Council approved an approach to establishing a Social Justice & Equity Commission (Commission) that is led by the City's Equity & Inclusion Coordinator and a Founding Members Work Group made up of five marginalized community members, with an emphasis on Black, Indigenous, and People of Color. This group will host a series of Community Conversations to elevate the voices of marginalized community members, and use the input gathered to recommend to Council the new Commission's:

- make-up and terms

- formal name
- scope of work
- first year work plan

The purpose of this agenda item is to provide a briefing on the launch of the process to form the new Commission. Staff will introduce the Founding Members Work Group, share an overview and timeline for the process, including planned briefings with the General Government Committee, and the status of the competitive process to select a consultant team to support the Founding Members Work Group.

Neighborhood/Community Interests (if known):
There is significant interest to address systemic racism and inequality. Input that staff and City Councilmembers are receiving from citizens strongly supports a process that is highly inclusive, pays specific attention to the concerns and experiences of marginalized community members, and fosters and repairs trust amongst the City and citizens.

Options:
1. Receive the update.
2. Do not receive the update.

Financial Impact:
The City Council has allocated $60,000 in 2020 Council goal funds to support development of a new Advisory Commission to address social justice and equity issues. Funding will primarily be used to enter into a contract with a consulting team with majority representation as Black, Indigenous, and People of Color. The consultant team will provide additional support in meeting design and facilitation, and community input analysis and organization.

Attachments:
Process Overview
General Government Staff Report 7/22/20
Council Staff Report 8/11/20
Council Staff Report 11/2/20

Social Justice and Equity Advisory Commission

Public Engagement Process: Community Conversations

Why this methodology?

- The purpose and outcome for this process is to stand-up an Advisory Commission regarding social justice and equity.
- To understand the scope of work, workplan and membership, we need to elevate the voices of marginalized communities.
- Community Conversations are an ideal way to create a safe environment to authentically listen to our Black, Indigenous and People of Color communities, so the Commission best represents those groups and addresses the most relevant issues.

How will it be implemented?

- Work Group Members extend authentic and welcoming invitations to members of marginalized communities, with an emphasis on Black, Indigenous, and People of Color from different age groups, living situations, areas of expertise, income levels, etc.
- The Community Conversations are professionally designed and facilitated with representation from Black, Indigenous, and People of Color communities
- Participants talk to and learn from one another in small groups
- Hosts (Founding Member Work Group) listen to the small group discussions and reflect what they heard

What are the deliverables?

- Commission make-up and terms
- Formal name (as “Social Justice & Equity Commission” is a Council-approved placeholder)
- Scope of work
- First year work plan

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General Government Committee

Discuss Process and Options for Forming a City of Olympia Human Rights Commission

Agenda Date: 7/22/2020
Agenda Item Number: 6.A
File Number:20-0565

Type: discussion **Version:** 1 **Status:** Filed

Title
Discuss Process and Options for Forming a City of Olympia Human Rights Commission

Recommended Action
Committee Recommendation:

City Manager Recommendation:
Discuss the process and options for forming a City of Olympia Human Rights Commission and forward a recommendation to City Council for review and approval.

Report
Issue:
Whether to discuss the process and options for forming a City of Olympia Human Rights Commission and forward a recommendation to City Council for review and approval.

Staff Contact:
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources, 360.753.8343
Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation, 360.753.8406

Presenter(s):
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources
Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation

Background and Analysis:
The City Council forwarded to the General Government Committee (Committee) a referral to request the development of a Human Rights Commission (Attachment A). The referral requested the Committee to develop the best process to scope and populate a new commission. The referral also stated that community members most impacted by social and institutional racism needed to be integral to the development of the commission and its resulting work plan.

As is highlighted in the referral, Olympia will not be the first community to create an advisory commission to address social and institutional racism. There are other established models all with

differing names, charges, roles, authority, and positions. To support identifying an approach that will meet our community's unique needs, staff will share several options for how to approach forming a commission (Attachment B).

Traditional Approach. This approach follows a process the City currently uses to identify and appoint members to other advisory committees and commissions. This process comprises of the General Government Committee accepting applications, reviewing applicants, and appointing new members.

Participatory Leadership Approach. This approach includes hosting community conversations and focus groups to collaborate with a broad diversity of community members, particularly those who are marginalized and most impacted by social and institutional injustice, to contribute to forming the commission's make-up, mission, and responsibilities.

Hybrid Approach. This approach melds a traditional approach to forming a commission with greater community engagement. Council first appoints half the commission members, who then host a participatory leadership process to inform the commission's role and identify new and emerging leaders to fill the remaining positions.

To support the discussion, staff will share what is being learned from conversations with community members and community groups on issues of social equity and justice and findings from research on best practices. The discussion will include the importance of identifying a name of the commission that is representative of the role, scope, and responsibility of the commission.

Neighborhood/Community Interests (if known):
There is significant interest from the Olympia community to address systemic racism and inequality. Input that staff and City Councilmembers are receiving from citizens strongly supports a process that is highly inclusive, pays specific attention to the concerns and experiences of marginalized community members, as well as fosters and repairs trust among the City and citizens.

Options:

1. Direct staff to establish new advisory commission using one of the staff identified approaches discussed and forward to full Council for review and approval.
2. Direct staff to establish a new Advisory Commission using an approach identified by the General Government Committee and forward to full Council for review and approval
3. Direct staff to come back to the General Government Committee at a later date with a different approach to establishing a new advisory commission.

Financial Impact:
N/A

Attachments:
City Council Referral Request
Options

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601 4th Avenue E.
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360-753-8244

City Council

Approval to Utilize a Participatory Leadership Process for Forming a Commission to Address Social Justice and Equity Issues

Agenda Date: 8/11/2020
Agenda Item Number: 6.A
File Number:20-0620

Type: decision **Version:** 1 **Status:** Passed

Title
Approval to Utilize a Participatory Leadership Process for Forming a Commission to Address Social Justice and Equity Issues

Recommended Action
Committee Recommendation:
The General Government Committee recommends the City Council approve the use of a Participatory Leadership approach to form a new advisory commission to address social justice and equity issues. The Committee also approved using a temporary name of the Social Justice & Equity Commission, until a permanent name more representative of the commission's scope and role is identified through the process.

City Manager Recommendation:
Move to use a Participatory Leadership process to form a new advisory commission to address social justice and equity issues and allocate $60,000 of Council goal money to enter into a consulting contract with The Athena Group for additional support, and to fund process logistics, supplies, and possible contingencies.

Report
Issue:
Whether to approve a Participatory Leadership process for forming a new advisory commission to address social justice and equity issues and allocate $60,000 of Council goal money to enter into a consulting contract with The Athena Group to provide additional support in meeting design and facilitation, community input analysis and organization.

Staff Contact:
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources, 360.753.8343
Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation, 360.753.8406

Presenter(s):
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources

Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation

Background and Analysis:
City Council forwarded to the General Government Committee (Committee) a referral to request the development of a Human Rights Commission. The referral requested the Committee develop the best process to scope and recruit members for a new advisory commission. The referral also stated community members most impacted by social and institutional racism must be integral to the development of the commission and its resulting work plan.

As highlighted in the referral, Olympia will not be the first community to create an advisory commission to address social and institutional racism. There are other established models, all with differing names, charges, roles, authority, and positions. To support developing a commission that will meet our community's unique needs, staff shared several approach options with the Committee, who then unanimously approved recommending a Participatory Leadership approach.

Participatory Leadership Approach

A Participatory Leadership approach includes hosting community conversations and focus groups to collaborate with a broad diversity of community members, particularly those who are marginalized and most impacted by social and institutional injustice, to contribute to forming the commission's make-up, mission, and responsibilities.

Outlined in Attachment B is a more detailed overview of how this approach would be carried out, including anticipated outcomes, a process timeline with phases, and key roles and responsibilities. Staff recommended and the Committee supported this approach because it emphasizes seeking out and elevating the voices of typically underrepresented and marginalized groups, as well as fostering the trust, relationships, and partnerships needed for collective investment in systemic and long-lasting change.

Staff recommended, and the Committee also expressed support, to temporarily call the new commission the Social Justice & Equity Commission, until which time a permanent name that more accurately reflects the commission's scope and role is identified from the process.

To support this discussion with City Council, staff will share what is being learned from conversations with community members and community groups on issues of social equity and justice and how this approach responds to those desires and concerns. The discussion will include an overview of the proposed phases and timeline and key roles and responsibilities, communications and outreach, and how the overall process will lead to identifying the commission's mission, scope, and make-up.

Neighborhood/Community Interests (if known):
There is significant interest to address systemic racism and inequality. Input that staff and City Councilmembers are receiving from citizens strongly supports a process that is highly inclusive, pays specific attention to the concerns and experiences of marginalized community members, and fosters and repairs trust amongst the City and citizens.

Options:
1. Direct staff to establish a new Advisory Commission using a Participatory Leadership

approach.
2. Direct staff to develop a new Advisory Commission using an approach other than Participatory Leadership.
3. Direct staff to return to the General Government Committee for additional discussion on an approach.

Financial Impact:
Staff is requesting $60,000 in Council goal funds to support a Participatory Leadership approach. $47,905 of the funds will be used to enter into a consulting contract with The Athena Group to provide additional support in meeting design and facilitation, and community input analysis and organization. $12,095 of the funds will be used for logistics, supplies, and a contingency fund. If this request is approved, Council will have approximately $105,000 left in goal funds.

Attachments:
Referral
Project Overview
Funding Request

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City Council

Briefing on the Process to Form a Social Justice & Equity Commission and Public Engagement Process to Reimagine Public Safety

Agenda Date: 11/2/2020
Agenda Item Number: 6.C
File Number:20-0886

Type: decision **Version:** 1 **Status:** Passed

Title
Briefing on the Process to Form a Social Justice & Equity Commission and Public Engagement Process to Reimagine Public Safety

Recommended Action
Committee Recommendation:
In June 2020, the General Government Committee received a referral to request from the City Council to develop a Human Rights Commission. At the July 22, 2020 General Government Committee meeting, the Committee agreed to using a Participatory Leadership approach in forming the Human Rights Commission. Before being brought back to the full Council, community members raised concerns about the proposed approach. At that time Council and staff took an “equity pause” to identify a different approach based on those concerns.

City Manager Recommendation:
Recommend using the approach outlined by staff to form a new Advisory Commission to address social justice and equity issues and approach to engage the community to reimagine public safety.

Report
Issue:
Whether to approve the approach outlined by staff to form a new Advisory Commission to address social justice and equity issues and the approach to engage the community to reimagine public safety.

Staff Contact:
Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation, 360.753.8406

Presenter(s):
Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation
Olivia Salazar de Breaux, Equity and Inclusion Coordinator, Human Resources

Background and Analysis:
In June, the City Council forwarded to the General Government Committee (Committee) a referral to request the development of a Human Rights Commission. Staff shared several approaches about how to form the Commission with the Committee, and ultimately agreed to using a Participatory Leadership approach.

However, in the lead-up to a discussion with the full Council on August 11, community members raised significant concerns about the proposed approach. In response, staff and Council took an "equity pause" to identify a different approach based on those concerns.

On September 29, Council held a work session to discuss public safety. Council discussed a desire to engage the community to "re-imagine public safety" in a way that meets the needs of Olympia residents. At that same work session, Council also established an Ad Hoc Committee on Public Safety to help deepen the Council's understanding of the City's public safety system and identify short-term actions the City can implement that are in accordance with known best practices.

In response to input from the community and Council's subsequent discussions, the purpose of this agenda item is for staff to share a process for establishing the Social Justice and Equity Advisory Commission, including a timeline and relationship to the Ad Hoc Committee, and a process to engage the community on Re-imagining Public Safety. Included below are summaries each approach, while Attachment A includes additional detail.

Social Justice & Equity Advisory Commission

Staff is proposing that the process to establish the Social Justice & Equity Advisory Commission be led by a Founding Members Work Group, made up of five marginalized community members, with an emphasis on Black, Indigenous, and People of Color. This group will host a series of Community Conversations to elevate the voices of marginalized community members, and use the input gathered to recommend to Council the new Commissions':

- make-up and terms;
- formal name;
- scope of work; and
- first year work plan

Staff proposes this approach because it emphasizes seeking out and elevating the voices of typically underrepresented and marginalized groups, as well as fostering the dialogue, trust, and relationships needed to form a Commission that can best represent and respond to the needs of those community members.

This approach will be led by the City's Equity & Inclusion Coordinator and Founding Member Work Group and be supported by a consulting team with members who identify as Black, Indigenous, and People of Color. This process is proposed to launch in November and end in June 2021 with the appointment of nine permanent members and an approved 2021-2022 work plan.

Public Engagement Process to Reimagine Public Safety

Type: decision **Version:** 1 **Status:** Passed

Staff is proposing using a Participatory Leadership approach to engage community members in 'reimagining public safety.' This approach will be led by a Community Work Group made up of 8-10 community leaders and emerging leaders. The Work Group will be charged with shaping and shepherding a broad and inclusive process to learn about the complex public safety system in Olympia and identify community-based solutions.

This approach emphasizes facilitated and structured opportunities for participants to learn and engage with dialogue among one another. It will be implemented in phases to allow for adapting the process based on what is heard and learned. It will be designed to include a variety of different conversation types and sizes, such as community conversations, public workshops, focus groups, and online engagement, so the work group can gather input and co-create solutions from a diverse and inclusive spectrum of perspectives.

The Community Work Group will use what they learn and hear from participants to develop a community-based path forward. The Work Group will work closely with City staff and a consultant team to also develop recommended City-led actions, and metrics for tracking and sharing progress. Council's role will be to support the process by upholding its authenticity, encouraging broad participation, and listening throughout.

This approach was used to develop the *One Community Plan*, which is a community-based plan for how to address homelessness. Staff is recommending it be used again, because it proved successful in identifying shared goals and solutions for an incredibly complex problem. Reimagining Public Safety is a similarly complex and wicked problem with no easy or commonly agreed upon solutions. Broad community engagement and authentic dialogue and learning are critical to fostering community-wide investment in a path forward that results in systemic, long-term and sustainable impact.

This approach will be led by the City's Strategic Planning and Performance Manager and a Community Work Group, with support from City staff and a consulting team. This process is proposed to launch in February 2021.

Neighborhood/Community Interests (if known):
There is significant interest to address systemic racism and inequality. Input that staff and the City Council are receiving from citizens strongly supports processes for developing the Commission and reimagining public safety that are highly inclusive, pay specific attention to the concerns and experiences of marginalized community members, and foster and repair trust amongst the City and citizens.

Options:

1. Direct staff to move forward with the recommended approach for developing a new Advisory Commission to address social justice and equity issues and engaging the community in reimagining public safety.
2. Direct staff to use a different approach(es) and/or timing for developing a new Advisory Commission to address social justice and equity issues and engaging the community in reimagining public safety.
3. Direct staff to return to a Council Committee for additional discussion on the proposed approach.

Type: decision **Version:** 1 **Status:** Passed

Financial Impact:
Council has allocated $60,000 in Council goal funds to support development of a new Advisory Commission to address social justice and equity issues. Funding will primarily be used to enter into a contract with a consulting team with majority representation as Black, Indigenous, and People of Color. The consultant team will provide additional support in meeting design and facilitation, and community input analysis and organization.

Attachments:
Process Methodologies and Deliverables

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City Council

Executive Session Pursuant to RCW 42.30.110 (1)(g) - Personnel Matter (City Manager's Performance Evaluation)

Agenda Date: 1/19/2021
Agenda Item Number: 9.A
File Number:21-0068

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

Title
Executive Session Pursuant to RCW 42.30.110(1)(g) - Personnel Matter (City Manager's Performance Evaluation)