

DON G. DANIEL
JOHN E. JUSTICE*
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AMANDA BLEY KUEHN
ELIZABETH A. MCINTYRE*
JEFFREY S. MYERS
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GUY BOGDANOVICH, *retired*
DONALD L. LAW, *retired*
JOCELYN LYMAN, 1951-2020

April 25, 2023

Public Disclosure Commission
Attn: Kurt Young
711 Capitol Way S. #206
P.O. Box 40908
Olympia, WA 98504-0908

Re: PDC Complaint #124392 – Alleged violations of RCW 42.17A.555 concerning informational mailer on Regional Fire Authority involving Olympia & Tumwater Fire Departments

Dear Mr. Young:

I represent the cities of Olympia and Tumwater (collectively “the Cities”) concerning the complaints filed by Robert Shirley and Arthur West alleging violations of RCW 42.17A.555 arising from an informational mailer sent by the Cities to their citizens concerning the proposed formation of a Regional Fire Authority (RFA). This letter responds to the requests for information sent to Olympia City Manager Jay Burney in your email sent on April 18, 2023 at 6:25 p.m.

As a preliminary matter, the ability to inform the citizens of public issues, especially proposals placed on the ballot for action by those citizens is an important matter of public concern. Indeed, the PDC’s guidance acknowledges that the production of information “is not only the right, but the responsibility of local government to inform the general public of the operational and maintenance issues facing local agencies.” PDC Interpretation 04-02, Guidelines for Local Government Agencies in Election Campaigns. This duty was emphasized by the PDC in its January 12, 2015 guidance on Election-Related Communications by Local Government Agencies.

The First Amendment to the Constitution recognizes the need to have an informed electorate and to permit a broad discourse with the public to carry out this important public duty. Nevertheless, two opponents of the RFA have complained, immediately before the conclusion of the voting period, in order to denigrate the Cities and their efforts to inform the voters. They do so by alleging that the Cities spoke unlawfully in the informational flyer sent to the citizens. This complaint appears calculated to use the provisions of RCW 42.17A.555 to chill the ability of the Cities to carry out their duties to inform the public about these ballot measures. The PDC should acknowledge this context and treat such complaints with a critical eye that is skeptical of the political motivations of the complainants.

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As well, the PDC must be mindful of the legal requirements imposed by our Legislature concerning formation of regional fire authorities, which must be approved by both the legislative bodies of the jurisdictions involved and submitted to the voters for their consideration and approval. The Cities entered into an interlocal agreement in 2021 to establish a planning committee that would consider planning for a regional fire authority as provided in Chapter 52.26 RCW. Under RCW 52.26.060, a plan for the RFA must be provided by the planning committee to the governing bodies of each fire protection jurisdiction to certify the plan to be submitted to the ballot.

Thus, under RCW 52.26.060, cities who desire formation of a regional fire authority are placed in the position of being proponents of the ballot measure who are nevertheless constricted by the PDC's guidance on what it may permissibly express to the voters who are weighing this measure. This places the PDC in the role of weighing what is permissible speech by the Cities in informing the citizens as to the reasons why the Cities have placed the measure before them. Rather than limiting the Cities' ability to communicate with the public on matters of clear public concern, the PDC should approach its role with caution and circumspection given the clear First Amendment implications of its investigatory functions.

Additionally, the PDC has informed the Cities that it no longer has the resources to comment on proposed informational mailers to provide guidance as to compliance with RCW 42.17A.555, leaving local governments in the dark as to the application of the PDC's guidance and at risk of possible enforcement after the exercise of the speech contemplated as their duty. As such, any city is in the unenviable position of either risking after-the-fact consequences if the information provided to its citizens is deemed "promotional" or fails to include speech that opponents desire to include in the public discourse, including statements that the city would believe are incorrect or would be misleading.

With these concerns now stated, I turn to the questions posed by your April 18, 2023 email to Mr. Burney. These questions are as follows:

- When did the Olympia and Tumwater City Council's approve the resolution placing the Olympia-Tumwater Regional Fire Authority District measure on the ballot?

RESPONSE: The Cities both adopted resolutions to place the RFA measure on the ballot on Tuesday, December 6, 2022. The City of Olympia adopted Resolution M-2400. The City of Tumwater adopted Resolution R2022-014. These resolutions are attached.

- Please provide a summary of the timeline concerning the City of Olympia efforts concerning the possible creation of the Olympia-Tumwater Regional Fire Authority District (OTRFA) and be sure to include a summary of the work and ultimate approval of the Interlocal agreement approved by the two city councils.

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RESPONSE: In 2019, a study of fire and emergency medical regionalization options in Thurston County was released. Subsequently, the cities of Olympia and Tumwater desired to explore the creation of a Regional Fire Authority to be formed within the boundaries of the two cities and to share the costs of the study of such an Authority. The cities formed a Regional Fire Authority Planning Committee consisting of three elected officials of each city as voting members. Further, each city appointed its Fire Chief (or their designee) and one union member chosen by each city's associated IAFF Local from its membership as non-voting members of the Planning Committee. Committee members served without compensation.

The Planning Committee was tasked with the following:

- A. Conduct its affairs and formulate a regional fire protection service authority plan as provided under RCW 52.26.040.
- B. Comply with the Open Public Meetings Act.
- C. Elect a Chair and Vice-Chair to preside at meetings and a secretary to record/post agendas, minutes, etc.
- D. Develop/approve rules and procedures for meetings (quorum, motions, Roberts Rules of Order, etc.)
- E. Develop and notice a meeting schedule.
- F. Create subcommittees to make recommendations.
- G. Select a consultant to facilitate and provide expertise in support of the Committee's work.
- H. Provide public information and conduct public outreach.
- I. Formulate recommendations on the formation of a Regional Fire Authority to the governing bodies of each city.

The Planning Committee was tasked with selecting a consultant (or consultants) to facilitate and provide expertise (financial, organizational, legal) in support of the Planning Committee's work. The consultant was selected by mutual agreement of the Planning Committee member. Tumwater, on behalf of the Parties, administered the contract with the consultant. Olympia and Tumwater agreed to evenly share the costs of the consultant(s) and any additional expenses. Tumwater would invoice Olympia for recovery of Olympia's share of expenses and Olympia would pay Tumwater invoices within sixty (60) days.

The Planning Committee was required to complete its work and formulate a recommendation to the governing bodies of Olympia and Tumwater within eighteen (18) months of the effective date of the Regional Fire Authority Interlocal Agreement (ILA). The ILA was effective when the last signatory executed the Agreement and remained in effect until December 31, 2022, unless sooner terminated. Any changes, modifications, or amendments had to be in writing and executed by each city. The ILA

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was originally executed by Olympia City Manager, Steven J. Burney, and Tumwater Mayor Pete Kmet, on May 19, 2021.

On December 7, 2022, Olympia and Tumwater entered into a “First Amendment to Interlocal Agreement Regarding the Study of a Regional Fire Authority by the Cities of Olympia and Tumwater.” The First Amendment recited that the Parties had made a recommendation at their November 14, 2022 meeting to their respective city councils to form a Regional Fire Authority and that the parties desired to continue their collaborative work and to amend the Regional Fire Authority Interlocal Agreement to continue such work by extending the term of the ILA to October 1, 2023. All other terms of the ILA remained in full force and effect.

A .pdf copy of the Regional Fire Authority Interlocal Agreement and a .pdf copy of the First Amendment to Interlocal Agreement Regarding the Study of a Regional Fire Authority by the Cities of Olympia and Tumwater are attached for your review.

- Who from the City of Olympia authorized the expenditure of City of Olympia funds to produce and distribute the Olympia-Tumwater Regional Fire Authority District (OTRFA) factsheet, and when was that decision made?

RESPONSE: The decision to send the informational mailer/factsheet was made by City Manager Jay Burney in March 2023.

- Who designed the factsheet, and who was responsible for the content? Please describe the factsheet approval and review process, and how the content of the factsheet was included.

RESPONSE: The “factsheet” or mailer was designed by Olympia staff. Steven J. Burney, City Manager, was responsible for final approval of the content. The factsheet/mailer was sent for review to Steven (Jay) Burney, Mark Barber, Kellie Braseth, Todd Carson, Ann Cook (Tumwater), and Brian Hurley (Tumwater). Text within the factsheet/mailer was provided by using Q&A information from the Regional Fire Authority webpage and information from staff presentation materials (Power Point) which was provided to the RFA Planning Committee during its consideration. Photos used in the informational mailer were stock pictures of firefighters and fire apparatus and did not identify the personnel as City of Olympia or City of Tumwater firefighters. The factsheet/mailer was for informational purposes only and not to support or oppose Proposition 1 and contained an express statement to that effect in the mailer.

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- What was the City of Tumwater's involvement in the drafting of the content of the factsheet for the proposed creation of the Olympia-Tumwater Regional Fire Authority District?

RESPONSE: The drafting was the initial responsibility of the city of Olympia. Proofs of the factsheet/mailler were reviewed by Ann Cook, Tumwater Communications Manager, and Brian Hurley, Tumwater Fire Chief. Legal advice was provided to the respective staffs by Olympia City Attorney Mark Barber and Tumwater City Attorney Karen Kirkpatrick.

- Did the City of Tumwater send out the factsheet directly to their recipients, and was it the same factsheet as sent out by the City of Olympia?

RESPONSE: No. The factsheet/mailler was sent out by a vendor to all boxholders in the cities of Olympia and Tumwater. The same factsheet/mailler was sent to boxholders in Olympia and Tumwater.

- Did the City of Olympia or City of Tumwater staff produce and distribute the factsheet, or was an outside vendor or mail house used?

RESPONSE: No, as stated above, the cities of Olympia and Tumwater did not produce (print) or distribute the factsheet/mailler. An outside vendor was used.

- How much did the factsheet cost in total, and what was the City of Olympia and the City of Tumwater portions of the costs to produce and distribute the factsheet?

RESPONSE: Total cost for printing and mailing of factsheet/mailler: \$23,102.85. Postage/mailling: \$13,184.75. Printing: \$9,918.10. Olympia and Tumwater apportioned costs approximately two-thirds Olympia, and one-third Tumwater, based on the approximate number of boxholders in each jurisdiction.

- Concerning the City of Olympia and City of Tumwater recipients of the factsheet, was the factsheet sent to all households/boxholders?

RESPONSE: Yes.

- Did the City of Tumwater pay for their proportional costs of the factsheet directly or did they reimburse the City of Olympia?

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RESPONSE: No. Tumwater was invoiced by Olympia on March 22, 2023 and March 27, 2023, for its proportionate share of the costs of printing and mailing. A .pdf copy of these invoices is enclosed.

In addition to these responses, the Cities intends to respond to the six allegations listed in Mr. Shirley's 14-page complaint and attachments, as well as the allegations set forth in Mr. West's complaint, by May 2, 2023, as requested. As this is an expedited response, we reserve the right to request additional time if necessary.

Please feel free to contact me if you have any questions about the contents of this response.

Very truly yours,

LAW, LYMAN, DANIEL,
KAMERRER & BOGDANOVICH, P.S.

A handwritten signature in black ink, appearing to read 'Jeffrey S. Myers', with a stylized, cursive script.

Jeffrey S. Myers

Enclosures: 1) 12-6-2022 Joint Resolution (Olympia Res. M-2400 / Tumwater Res.R2022-014
 2) Regional Fire Authority Interlocal Agreement
 3) First Amendment RFA Interlocal Agreement
 4) Invoices for Printing/Mailing costs, March 2023

Cc: Clients

INTERLOCAL AGREEMENT REGARDING THE STUDY OF A REGIONAL FIRE AUTHORITY BY THE CITIES OF OLYMPIA AND TUMWATER

WHEREAS, pursuant to RCW Chapter 39.34, local governmental units may enter into agreements on a basis of mutual advantage for the purpose of cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, this Interlocal Agreement (hereafter Agreement) is made and entered into between and among the City of Olympia, hereafter referred to as “Olympia,” and the City of Tumwater, hereafter referred to as “Tumwater,” and collectively hereafter referred to as “Parties” or “the Parties;” and

WHEREAS, the service demands and costs of providing fire and emergency medical services have increased dramatically and disproportionately to other municipal services; and

WHEREAS, that cost escalation continues to put pressure on the limited resources of the Parties; and

WHEREAS, regionalization of fire and emergency medical services has been shown to deliver services effectively and efficiently to the community; and

WHEREAS, in 2019, a study of fire and emergency medical regionalization options in Thurston County was released; and

WHEREAS, Washington state law, RCW Chapter 52.26, provides an option for Regional Fire Authorities to be formed between cities for the purpose of providing regional fire and emergency medical services; and

WHEREAS, the Parties desire to explore the creation of a Regional Fire Authority to provide fire and emergency services within the boundaries of the two cities and to share the costs of the study of such Authority; and

WHEREAS, the Parties agree that a planning process that looks at the viability of an Authority will require input from affected groups, including represented employees, unrepresented employees, residents and businesses, other city departments, Medic One, and community partners;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties desire to enter into this Agreement as follows:

1. Pursuant to RCW 52.26.030, the Parties agree to form a Regional Fire Authority Planning Committee (hereafter “Committee”). The governing body of each Party shall appoint three (3) elected officials to the Committee as voting members. The Committee shall also include four (4) non-voting members. Each governing body shall appoint its Fire Chief (or their designee) and one member chosen by its associated IAFF Local from its membership. Committee members shall serve without compensation.
2. The Committee shall:
 - A. Conduct its affairs and formulate a regional fire protection service authority plan as provided under RCW 52.26.040.
 - B. Comply with the Open Public Meetings Act.
 - C. Elect a Chair and Vice-Chair to preside at meetings and a Secretary to record/post agendas, minutes, etc.
 - D. Develop/approve rules and procedures for meetings (quorum, motions, Roberts Rules of Order, etc.)
 - E. Develop and notice a meeting schedule.
 - F. Create subcommittees to make recommendations.
 - G. Select a consultant to facilitate and provide expertise in support of the Committee’s work.
 - H. Provide public information and conduct public outreach.
 - I. Formulate recommendations on the formation of a Regional Fire Authority to the governing bodies of the Parties.
3. The Committee shall select a consultant (or consultants) to facilitate and provide expertise (financial, organizational, legal) in support of the Committee’s work. The consultant shall be selected by mutual agreement of the Committee members. Tumwater, on behalf of the Parties, will administer the contract with the consultant. The Parties agree to evenly share the costs of the consultant(s) and any additional expenses. Tumwater will invoice Olympia for recovery of Olympia’s share of expenses and Olympia will pay Tumwater said invoices within sixty (60) days.
4. The Committee must complete its work and formulate a recommendation to the governing bodies of the Parties within eighteen (18) months of the effective date of this Agreement.

5. This Agreement shall be effective when the last signatory executes this Agreement, and shall remain in effect until December 31, 2022, unless terminated sooner pursuant to Section 6.
6. The Committee may dissolve itself at any time by a majority vote of the total membership of the Committee. Any Party may withdraw upon thirty (30) calendar days' written notice to the other Party. Notice shall be sent to:

CITY OF OLYMPIA

Steven J. Burney, City Manager
City of Olympia
601 4th Ave E.
P.O. Box 1967
Olympia WA 98507-1967

CITY OF TUMWATER

Pete Kmet, Mayor
555 Israel Road SW
Tumwater WA 98501

7. No real or personal property is anticipated to be acquired by reason of entering into this Agreement. Should real or personal property be acquired during the term of this Agreement, the Parties shall work in good faith to determine the disposition of such property upon termination of this Agreement.
8. This Agreement shall be recorded with the Thurston County Auditor's Office or posted on the Parties' web site prior to being effective.
9. This Agreement may only be changed, modified, or amended by written agreement executed by both Parties.
10. By signing this Agreement, each signatory is certifying that they have authority to sign and that the necessary approval has been obtained from the legislative body of the entity represented by that signatory.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed according to the terms written above.

CITY OF OLYMPIA

Steven J. Burney
Steven J. Burney, City Manager
Date: 05/19/2021

APPROVED AS TO FORM:

Annaliese Harksen
Annaliese Harksen, Deputy City Attorney

CITY OF TUMWATER

Pete Kmet
Pete Kmet, Mayor
Date: 05/19/2021

APPROVED AS TO FORM:

Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT REGARDING THE STUDY OF A REGIONAL
FIRE AUTHORITY BY THE CITIES OF OLYMPIA AND TUMWATER**

This First Amendment ("Amendment") is dated effective this 7th day of December, 2022, and is made and entered into between and among the City of Olympia, hereafter referred to as "Olympia," and the City of Tumwater, hereafter referred to as "Tumwater," and collectively hereafter referred to as "Parties" or "the Parties;" and

A. Pursuant to RCW Chapter 39.34, local governmental units may enter into agreements on a basis of mutual advantage for the purpose of cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

B. The Parties entered into an Interlocal Agreement dated effective May 19, 2021, whereby the Parties agreed to explore the creation of a Regional Fire Authority to provide fire and emergency services within the boundaries of the two cities and to share the costs of the study of such Authority; and

C. Section 4 of the Agreement states the Committee must complete its work and formulate a recommendation to the governing bodies of the Parties within eighteen (18) months of the effective date of this Agreement; and

D. Section 9 of the Agreement provided that the Agreement may only be changed, modified, or amended by written agreement executed by both Parties; and

E. The Parties have accomplished significant progress by the Committee, having made a recommendation at their November 14, 2022 meeting to the respective city councils to form a Regional Fire Authority. The Parties desire to continue their collaborative work and to amend the subject Agreement by extending the term of the Agreement to October 1, 2023.

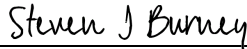
NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. Term. Section 5 shall be amended to extend the term of the Agreement to October 1, 2023.

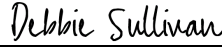
2. Full Force and Effect. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.


CITY OF OLYMPIA

DocuSigned by:

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Steven J. Burney, City Manager


CITY OF TUMWATER

DocuSigned by:

846DD6155BF7B460...
Debbie Sullivan, Mayor

APPROVED AS TO FORM

DocuSigned by:

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Mark Barber, City Attorney

APPROVED AS TO FORM

DocuSigned by:

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Karen Kirkpatrick, City Attorney

Certificate Of Completion

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Source Envelope:

Document Pages: 2

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Hanna M. Miles

AutoNav: Enabled

hmiles@ci.tumwater.wa.us

Envelopeld Stamping: Enabled

IP Address: 216.243.3.222

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Hanna M. Miles

Location: DocuSign

12/6/2022 1:50:06 PM

hmiles@ci.tumwater.wa.us

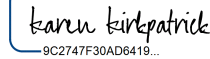
Signer Events

Karen Kirkpatrick

kkirkpatrick@ci.tumwater.wa.us

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(None)**Signature**

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Electronic Record and Signature Disclosure:

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Debbie Sullivan

dsullivan@ci.tumwater.wa.us

Mayor

Security Level: Email, Account Authentication
(None)

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Mark Barber

mbarber@ci.olympia.wa.us

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Steven J Burney

jburney@ci.olympia.wa.us

Security Level: Email, Account Authentication
(None)

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Michael Fulmer mfulmer@ci.olympia.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/7/2022 10:14:12 AM Viewed: 12/7/2022 1:19:08 PM

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ingram Micro OBO CDI OBO City of Tumwater (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ingram Micro OBO CDI OBO City of Tumwater:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CNielsen@ci.tumwater.wa.us

To advise Ingram Micro OBO CDI OBO City of Tumwater of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CNielsen@ci.tumwater.wa.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CNielsen@ci.tumwater.wa.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CNielsen@ci.tumwater.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ingram Micro OBO CDI OBO City of Tumwater as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ingram Micro OBO CDI OBO City of Tumwater during the course of your relationship with Ingram Micro OBO CDI OBO City of Tumwater.

**CITY OF OLYMPIA, WASHINGTON
CITY OF TUMWATER, WASHINGTON**

CITY OF OLYMPIA RESOLUTION NO. M-2400

CITY OF TUMWATER RESOLUTION NO. R2022-014

A JOINT RESOLUTION OF THE CITY OF OLYMPIA, WASHINGTON, AND THE CITY OF TUMWATER, WASHINGTON, TO FORM A REGIONAL FIRE PROTECTION AUTHORITY AND TO APPROVE A PLAN RELATED THERETO, AND PROVIDING FOR THE SUBMISSION TO QUALIFIED ELECTORS OF THE CITIES OF OLYMPIA AND TUMWATER, AT A SPECIAL ELECTION TO BE HELD ON APRIL 25, 2023, PURSUANT TO CHAPTER 52.26 OF THE REVISED CODE OF WASHINGTON, OF A BALLOT PROPOSITION TO APPROVE OR REJECT CREATION OF A REGIONAL FIRE PROTECTION SERVICE AUTHORITY AND A PLAN RELATED THERETO, WITHIN THE BOUNDARIES OF THE CITIES OF OLYMPIA AND TUMWATER, EFFECTIVE SEPTEMBER 25, 2023, TO BE FUNDED BY A PROPERTY TAX LEVY AND A NEW SIX-YEAR BENEFIT CHARGE

WHEREAS, the ability to respond to emergency situations by fire protection and emergency medical service agencies has not kept up or progressed with community needs, special service demands, and growing populations in the cities of Olympia and Tumwater (collectively the “Cities”); and

WHEREAS, a collaborative partnership and shared responsibility among local and regional governments and the private sector is better able to provide for an effective fire protection and emergency medical system than the Cities acting separately can provide; and

WHEREAS, the delivery of core emergency services and timely development of significant projects can best be achieved through the use of stable funding options provided for by state law for regional fire protection and emergency medical services; and

WHEREAS, the City of Olympia (“Olympia”) and the City of Tumwater (“Tumwater”) have had a cooperative partnership, striving to provide the highest level of fire and emergency medical services to their residents within the confines of available resources; and

WHEREAS, on May 19, 2021, Olympia and Tumwater entered into an interlocal agreement to study whether to form a regional fire authority. Subsequently, the Cities formed the Regional Fire Authority Planning Committee (hereafter “Planning Committee”) to review the creation of a regional fire authority and associated service delivery and financing plan to provide fire protection and emergency medical services within the boundaries of the City of Olympia and the City of Tumwater. The members of the Planning Committee include three City of Olympia Councilmembers and three City of Tumwater Councilmembers. Also invited to the Planning Committee as *ex officio* non-voting members were Olympia Interim Fire Chief Todd Carson and Tumwater Fire Chief Brian Hurley, and union representatives of International Association of Firefighters (IAFF) Local 468, Steven Busz, and International Association of Firefighters (IAFF) Local 2409, James Osberg. The Planning Committee first

met on August 16, 2021, and recommended the creation of the “Olympia Tumwater Fire Authority,” (hereafter “the Authority” or “Authority”) and the adoption of an operations and finance plan to govern and finance the Authority’s operation (hereafter the “Plan”). On November 14, 2022, the Planning Committee conducted a public hearing on creation of the Authority and the Plan. Following the public hearing, upon a motion duly made and seconded, the Planning Committee moved to recommend the formation of the Authority and its Plan to the Olympia City Council and Tumwater City Council. Copies of the Plan are available from the administrative offices of the City of Olympia and the City of Tumwater City Clerk; and

WHEREAS, the Cities are authorized to form a regional fire protection service authority by Chapter 52.26 RCW, which requires that in order to create a regional fire protection service authority, the formation of the Authority and its Plan must be approved by the voters of the area affected by the Plan. Therefore, in accordance with the Plan and state law, it is appropriate to place before voters within the proposed service boundaries of the regional fire authority, a ballot proposition for approval or rejection of the formation of the Olympia Tumwater Fire Authority, to be funded by existing property tax levy and a new six-year benefit charge, and the approval or rejection of the Plan for its governance, operation, and financing;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL AND THE TUMWATER CITY COUNCIL DO HEREBY JOINTLY RESOLVE as follows:

1. *Adoption of the Plan and the formation of the Olympia Tumwater Fire Authority.* The City Council of the City of Olympia, Washington, and the City Council of the City of Tumwater, Washington, hereby formally adopt the Plan and the formation of the Olympia Tumwater Fire Authority (hereafter “Authority”), a true and correct copy of which Plan is attached as Exhibit A to this Joint Resolution and incorporated by this reference.
2. *Findings of the City Council of the City of Olympia, Washington, and the City Council of the City of Tumwater, Washington.* The City Council of the City of Olympia, Washington, and the City Council of the City of Tumwater, Washington, hereby find that it is in the best interest of the City of Olympia and the City of Tumwater to submit to the qualified electors of the Cities of Olympia and Tumwater at a special election to be held on April 25, 2023, a proposition to approve or reject formation of the Olympia Tumwater Fire Authority and the Plan, which if approved will be funded by property tax not to exceed \$1.00 per \$1,000 of assessed value during such time as a benefit charge is collected, and not to exceed \$1.50 per \$1,000 of assessed value if the benefit charge is not being collected, and a six-year benefit charge not to exceed 60% of the Olympia Tumwater Fire Authority’s operating budget. The dollar amount the Authority will levy in the first year in which the Authority imposes regular property taxes is \$1.00 per \$1,000 of assessed value. The estimated highest lawful levy for the City of Olympia, less the Authority’s \$1.00 is \$8,172,083.06, and \$4,272,155.00 for the City of Tumwater. There is no change of amount of property tax levied to property owners. The Authority will impose a benefit charge of \$10,500,000.00 across the Authority’s jurisdiction. If approved by 60% of the voters within the boundaries of the Authority as provided in Chapter 52.26 RCW, the Authority will be called the “Olympia Tumwater Fire Authority,” with boundaries coextensive with the boundaries of the City of Olympia and the City of Tumwater, effective September 25, 2023.
3. *Submittal of Proposition to Voters.* There shall be submitted to the qualified electors of the City of Olympia and the City of Tumwater for their approval or rejection, at a special election on April 25, 2023, the question of whether or not the Olympia Tumwater Fire Authority should be formed and

funded by existing property tax levy and a six-year benefit charge, and approval of the Plan related thereto. The City Council of the City of Olympia, Washington, and the City Council of the City of Tumwater, Washington, hereby request the Auditor of Thurston County, as *ex-officio* supervisor of elections to call such election and to submit the following proposition at such election, in the form of a ballot title substantially as follows:

PROPOSITION NO. 1

The City of Olympia and City of Tumwater adopted a Joint Resolution concerning formation of a regional fire authority and its Plan.

If approved, this proposition would form the Olympia Tumwater Fire Authority and adopt the Plan to provide fire protection and emergency medical services. The Authority will be funded by property tax (not to exceed \$1.00 per \$1,000 of assessed value) and a six-year benefit charge (not to exceed 60% of the Authority's operating budget). This funding would reduce Olympia's and Tumwater's property tax capacity by the tax rate collected by the Authority.

Should this proposition to form the Olympia Tumwater Fire Authority and its Plan be approved?

☐ YES
☐ NO

For the purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City Council of the City of Olympia, and the City Council of the City of Tumwater, hereby designate Mark Barber, Olympia City Attorney, as the person to whom such notice shall be provided.

4. Authorize Continued Acts of the Regional Fire Authority Planning Committee. The City Council of the City of Olympia, Washington, and the City Council of the City of Tumwater, Washington, hereby authorize the Planning Committee described in the recitals of this resolution to continue operating on an as needed basis until the effective date of the Authority. The Planning Committee, for the purposes of RCW 52.26.230, shall conduct a public hearing on the benefit charge and file a report of the hearing with the county treasurer consistent with the requirements of RCW 52.26.230. The Planning Committee shall function as the governing board for the purposes of carrying out the requirements of Chapter 52.26 RCW until such time as a new governing board is established on September 25, 2023, pursuant to the Plan.
5. Pro and Con Committee Appointments. The City Council of the City of Olympia, Washington, and the City Council of the City of Tumwater, Washington, hereby assign to the Planning Committee the task of appointing members to a committee to advocate voters' approval of the proposition and to a committee to advocate voters' rejection of the proposition, as required by law.
6. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Joint Resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

7. **Ratification.** Any act consistent with the authority and prior to the effective date of this Joint Resolution is hereby ratified and affirmed.
8. **Effective Date.** This Joint Resolution shall take effect and be in force immediately upon its adoption and passage.
9. **Triplicate Originals.** Three originals of this Joint Resolution are to be signed by the City of Olympia and the City of Tumwater.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, at an open public meeting this 6th day of December 2022.

C Selby

CHERYL SELBY, MAYOR

ATTEST:

Sean Krier

OLYMPIA CITY CLERK

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF TUMWATER, WASHINGTON, at an open public meeting this 6th day of December 2022.

Debbie Sullivan

DEBBIE SULLIVAN, MAYOR

ATTEST:

Melody Valiant

TUMWATER CITY CLERK

APPROVED AS TO FORM:

Mark Barber

Mark Barber, Olympia City Attorney

Karen Kirkpatrick

Karen Kirkpatrick, Tumwater City Attorney



109 Columbia St NW
Olympia, WA 98501
gc@gcprint.com

Invoice

No: **50679**

Date: 3/24/23

Customer PO:

Customer No: 68

Ship To:

Stephanie Malham
City of Olympia
P.O. Box 1967
Olympia WA 98507-1967
Phone: 360-752-8145
E-Mail: smalham@ci.olympia.wa.us

Quantity	Description	Amount
44,758	Delivery by March 22: Mailbox Shipping/Mailing, 120 State Ave NE RFA Ballot Prop mailer, 8 x 23.75 Flat, 4/4. Printed on 100# Gloss Book, Double parallel fold to 8 x 5.9375	\$ 9,057.63
<p>The estimate are quoted on the information given to us Digital files must run as provided. Changes or problem files may result in additional charges.</p> <p>Ship Via: Will Call</p> <p>Always email invoices to orderer and FNACCOUNTSPAYABLE@CI.OLYMPIA.W A.US(accounting)</p>		<p>SUBTOTAL \$ 9,057.63</p> <p>TAX \$ 860.47</p> <p>SHIPPING \$ 0.00</p> <p>TOTAL \$ 9,918.10</p> <p>AMOUNT DUE \$ 9,918.10</p>
<p>Wanted: Tue 4/4/23</p> <p>RFA Ballot Prop mailer</p>		



City of Olympia
Accounts Receivable
PO Box 7966
Olympia, WA 98507-7966

INVOICE

Date	Invoice Number
03/22/2023	CINV-23-000411
Payment Terms	Due Date
Net 30	04/21/2023

Bill To:
City of Tumwater/City Hall Attn: Hanna Miles-Deputy Clerk 555 Israel Rd SW Tumwater, WA 98501 United States of America

Remit To:
City of Olympia Accounts Receivable PO Box 7966 Olympia, WA 98507-7966

Purchase Order Number				Customer ID
				CUST-00000463
Quantity	Sales Item	Item Description	Price Each	Amount
1	RFA mailer	RFA mailer	4,350.97	4,350.97

Net Amount:	4,350.97
Tax	0.00
Total	USD 4,350.97

Please Detach and send this copy with remittance

Customer ID: CUST-00000463 Invoice Date: 03/22/2023 Customer Name: City of Tumwater/City Hall
Invoice Number: CINV-23-000411 Due Date: 04/21/2023 Olympia Customer Category: Government Customer

Remit and make check payable to:
City of Olympia
Accounts Receivable
PO Box 7966
Olympia, WA 98507-7966

Total Due: \$ 4,350.97



City of Olympia
Accounts Receivable
PO Box 7966
Olympia, WA 98507-7966

INVOICE

Date	Invoice Number
03/27/2023	CINV-23-000446
Payment Terms	Due Date
Net 30	04/26/2023

Bill To:
City of Tumwater/City Hall Attn: Hanna Miles-Deputy Clerk 555 Israel Rd SW Tumwater, WA 98501 United States of America

Remit To:
City of Olympia Accounts Receivable PO Box 7966 Olympia, WA 98507-7966

Purchase Order Number				Customer ID
				CUST-00000463
Quantity	Sales Item	Item Description	Price Each	Amount
1	RFA mailer	RFA mailer - Printing Costs	3,272.97	3,272.97

Net Amount:	3,272.97
Tax	0.00
Total	USD 3,272.97

Please Detach and send this copy with remittance

Customer ID: CUST-00000463 Invoice Date: 03/27/2023 Customer Name: City of Tumwater/City Hall
Invoice Number: CINV-23-000446 Due Date: 04/26/2023 Olympia Customer Category: Government Customer

Remit and make check payable to:
City of Olympia
Accounts Receivable
PO Box 7966
Olympia, WA 98507-7966

Total Due: \$ 3,272.97