



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 24, 2020

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [20-0279](#) Special Recognition - 2020 Census

3. PUBLIC COMMENT

Public comment can be submitted by visiting <https://engage.olympiawa.gov/> or emailing citycouncil@ci.olympia.wa.us

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [20-0285](#) Approval of January 10, 2020 City Council Retreat Meeting Minutes

Attachments: [Minutes](#)

4.B [20-0286](#) Approval of January 11, 2020 City Council Retreat Meeting Minutes

Attachments: [Minutes](#)

4.C [20-0294](#) Approval of February 10, 2020 City Council Meeting Minutes

Attachments: [Minutes](#)

4.D [20-0290](#) Approval of March 3, 2020 Study Session Meeting Minutes

Attachments: [Minutes](#)

4.E [20-0292](#) Approval of March 3, 2020 City Council Meeting Minutes

Attachments: [Minutes](#)

4.F [20-0293](#) Approval of March 17, 2020 City Council Meeting Minutes

Attachments: [Minutes](#)

between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water

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

- 4.P** [20-0263](#) Approval of a Resolution Authorizing an Amendment to a Drinking Water State Revolving Fund Loan Agreement Between the City of Olympia and Washington State Department of Health for Elliott Reservoir Seismic Upgrades
- Attachments:** [Resolution](#)
 [Contract Amendment](#)
- 4.Q** [20-0264](#) Approval of a Resolution Authorizing an Interlocal Agreement between the Cities of Olympia, Lacey, Tumwater and the LOTT Clean Water Alliance for Sanitary Sewer Emergency Response Mutual Aid
- Attachments:** [Resolution](#)
 [Agreement](#)
- 4.R** [20-0265](#) Approval of a Resolution Authorizing an Amendment to a Drinking Water State Revolving Fund Loan Agreement Between the City of Olympia and Washington State Department of Health for Fir Street Reservoirs Seismic Upgrades
- Attachments:** [Resolution](#)
 [Contract Amendment](#)
- 4.S** [20-0276](#) Approval of a Resolution Approving an Interlocal Agreement with the Cities of Lacey and Tumwater for the Development of Accessory Dwelling Unit Plans
- Attachments:** [Resolution](#)
 [Agreement](#)
- 4.T** [20-0280](#) Approval of a Resolution Authorizing an Agreement with Catholic Community Services for Mitigation Site Management Services
- Attachments:** [Resolution](#)
 [Agreement](#)
- 4.U** [20-0281](#) Approval of 2020 Percival Plinth Project Sculptures for Exhibition
- Attachments:** [Percival Plinth Recommendations](#)

4. SECOND READINGS (Ordinances)

- 4.V** [20-0144](#) Approval of an Ordinance Amending the Deadline to Expend Impact Fees in Accordance with State Law

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.W** [20-0291](#) Approval of an Ordinance Appropriating \$550,000 of Funds from the Economic Development Reserve Program to Support Community Economic Recovery Efforts - First and Final Reading

Attachments: [Ordinance](#)

- 4.X** [20-0288](#) Approval of an Ordinance Amending Olympia Municipal Code Section 2.24.080 Relating to the Department of Emergency Management, Continuity of Government - First and Final Reading

Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMENT

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

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.



City Council

Special Recognition - 2020 Census

Agenda Date: 3/24/2020
Agenda Item Number: 2.A
File Number:20-0279

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

Title

Special Recognition - 2020 Census

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize the 2020 U.S Decennial Census

Report

Issue:

Recognize the 2020 Census and bring public awareness to Census Day on April 1st.

Staff Contact:

Tim Smith, Planning & Engineering Manager, Community Planning & Development, 360.570.3915.

Presenter(s):

Keith Stahley, Interim Assistant City Manager

Background and Analysis:

The US Constitution requires that a complete count or census of the nation's population be conducted every ten years. The census is used for a variety of purposes including determining the number of representatives each State has in congress and distributing federal funds to local communities each year. By April 2020, households will receive an invitation in the mail to participate in the census. Citizens will have three options to respond: online, by phone or by mail. April 1 is Census Day and is a key date for the 2020 count - when completing the census, citizens will note where they are living on April 1.

The U.S. Census Bureau has asked local communities to form Complete Count Committees to help reach residents who are hard to count. Thurston Regional Planning Council is coordinating the Thurston Region Complete Count Committee for Thurston County. The Complete Count Committee has been working with local organizations and the media to inform residents about Census 2020, encourage participation and ensure survey success.

The City of Olympia has also applied for outreach and education funds made available through the State Office of Financial Management. The funds would support the City's planned efforts to engage local businesses, non-profit organizations and service providers within the community about the census. Outreach efforts will be primarily focused on reaching groups that represent "trusted messengers" within the LGBTQ community, racial and ethnic minorities, non-English speaking residents, people with limited internet access, and homeless or street dependent populations. To reach these targeted populations, the City intends to conduct training sessions with City staff including the customer service team, business and economic development ambassadors and the homeless response team to distribute printed informational flyers about the census.

The City has selected two locations to set up census kiosks where individuals with limited internet access can complete the census survey (Olympia City Hall and the Olympia Center). The kiosk locations will be available to the public during business hours from April through June.

Attachments:

None



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

City Council

Approval of January 10, 2020 City Council Retreat Meeting Minutes

Agenda Date: 3/24/2020
Agenda Item Number: 4.A
File Number:20-0285

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

Title

Approval of January 10, 2020 City Council Retreat Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Friday, January 10, 2020

9:30 AM

LOTT Wet Science Center 500
Adams Street

Annual Retreat

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

2.A [20-0036](#) 2020 City Council Retreat

Facilitator Nancy Campbell welcomed Councilmembers and began the day with an overview of the agenda.

Ms. Campbell discussed themes that emerged during interviews with Councilmembers and staff. The themes included desired retreat outcomes, solidifying the team, understanding how they go to where they are, and discussion to draw out creative ideas.

Councilmembers revisited principles and operating norms for how they want to work together.

They are committed to:

- Effective working relationships with each other, City staff, the public, the body and to the process
- Meeting people where they are and to sharing our process
- Modeling respectful engagement and being comfortable with healthy conflict
- Behaving with integrity

Operating Norms:

- Do not embarrass each other
- No surprises
- Respond not react
- Identify when representing self and not the City

Councilmembers and staff participated in several team building exercises in order to learn more about communication and working styles.

The group discussed operational processes:

Councilmembers agreed they want to keep their focus at the strategic and policy level and leave the tactical and/or implementation issues to staff. The Mayor was encouraged to remind members of this agreement if conversations begin to move to issues of how to implement policy.

The referral process was discussed and reaffirmed.

Councilmembers agreed having a third Councilmember at the agenda setting meeting has proven valuable and should be continued.

Councilmembers discussed goals for 2020 as follows:

Homelessness: More state and regional response; continue community conversations; continue and expand efforts to communicate actions taken; and complete Homeless Response Plan.

Affordable Housing: Examples of many ideas include but are not limited to impact fees; inclusionary zoning; tax exemptions; eco districts and block districts.

Improve Downtown Business Climate: downtown improvement district proposal and cultural access tax.

Climate Change Mitigation: continue to develop plan.

Continue Efforts to Improve Community Outreach Strategy: better marketing; build on participatory leadership efforts; and expand the toolbox of ways to inform/engage the public.

Councilmembers discussed roles and responsibilities as Mayor, Mayor Pro Tem, Council advisory committee liaisons, committee chairs, and inter-jurisdictional representatives, as well as the role of staff, and partners/stakeholders. It was noted for several committees a City staff member is the liaison, and in those cases a Councilmember should attend some committee meetings throughout the year.

The group decided the Mayor Pro Tem will be appointed in a non-election year for a two-year term. The Mayor Pro Tem will be appointed in a non-election year for a two-year term. Jessica Bateman will be put forward for approval as Mayor Pro Tem when the interjurisdictional assignments are approved at a future City Council meeting.

The discussion was completed.

3. ADJOURNMENT

The meeting adjourned at 4:30 p.m.



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601 4th Avenue E.
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360-753-8244

City Council

Approval of January 11, 2020 City Council Retreat Meeting Minutes

Agenda Date: 3/24/2020
Agenda Item Number: 4.B
File Number:20-0286

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

Title

Approval of January 11, 2020 City Council Retreat Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Saturday, January 11, 2020

8:30 AM

**LOTT Wet Science Center 500
Adams Street**

Annual Retreat

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

2.A [20-0037](#) 2020 City Council Retreat

Senior Planner Stacey Ray gave an overview of the community-based engagement process for the Homeless Response Plan and described the participatory leadership planning process and the composition of the Community Workgroup.

Strategic Projects Manager Amy Buckler shared details of the proposed Homeless Response Plan which includes strategies and possible implementation approaches. A Study Session with the Council and Community Workgroup is scheduled for February. By April the plan with metrics should be ready to present to the public.

Councilmembers discussed an expectation for a dashboard with metrics to measure progress and to make course corrections as needed. It was also expressed how important it is to honor the citizens who have engaged in this process.

Economic Development Director Mike Reid shared baseline data foundational for an economic development plan. Consultants with Harvey M. Rose Associates, Fred Brousseau and Karl Beitel, provided an overview of economic data including comparisons to nearby jurisdictions.

Councilmembers discussed committee assignments for 2020. These will go forward for approval at a future Council meeting.

Assignment -- Delegate/Alternate

Animal Services--Lisa Parshley/Jessica Bateman

Capitol Lake Future Proces--Cheryl Selby/Jim Cooper

Communications Board (TCCOM911)--Renata Rollins/Jim Cooper

Economic Development Council--Mike Reid/Jessica Bateman
EMSC (Medic 1)--Renata Rollins
Intercity Transit Authority Board--Clark Gilman/Dani Madrone
JBLM Rep--Tom Jameson
Law & Justice Council--Renata Rollins
LEOFF I Disability Board--Jim Cooper/Jessica Bateman
LOTT Board of Directors--Lisa Parshley/Dani Madrone
Olympic Region Clean Air Agency--Jim Cooper/Lisa Parshley
Regional Housing Council--Jim Cooper/Renata Rollins
Regional Transportation Policy Board--Dani Madrone/Clark Gilman
Sea Level Rise Governance Committee--Lisa Parshley/Dani Madrone
Thurston Climate Mitigation--Lisa Parshley/Jim Cooper (Co Representatives)
Solid Waste Advisory Committee (SWAC)--Jim Cooper
Thurston Regional Planning Council--Clark Gilman/Dani Madrone
Thurston Coordinating Council--Dani Madrone/Clark Gilman
Visitors and Convention Bureau--Mike Reid/Lisa Parshley
Coalition of Neighborhood Assns.--Clark Gilman/Lisa Parshley
Liaison to The Washington Center--Debbie Sullivan
Lodging Tax Advisory Committee--Cheryl Selby
Mayors Forum--Cheryl Selby
PBIA Liaison Board--Lisa Parshley/Jessica Bateman
Arts Commission--General Government Committee
Bicycle & Pedestrian--Land Use & Environment Committee
Design Review Board--Land Use & Environment Committee
Heritage Commission--General Government Committee
Parks & Recreation--General Government Committee
Planning Commission--Land Use & Environment Committee
Utility Advisory Committee--Finance Committee
Finance Committee--Chair Jim Cooper, Lisa Parshley, Cheryl Selby
General Government Committee--Chair Renata Rollins, Dani Madrone, Clark Gilman
Land Use and Environment Committee--Clark Gilman, Dani Madrone, Jessica Bateman
Mayor Pro Tem--Jessica Bateman

The discussion was completed.

3. ADJOURNMENT

The meeting adjourned at 2:00 p.m.



City Hall
601 4th Avenue E.
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City Council

Approval of February 10, 2020 City Council Meeting Minutes

Agenda Date: 3/24/2020
Agenda Item Number: 4.C
File Number:20-0294

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

Title

Approval of February 10, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Monday, February 10, 2020

6:30 PM

**Olympia School District Offices
111 Bethel Street NE**

Joint meeting with Olympia School District

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

2.A [20-0145](#) Joint Meeting with the Olympia School Board

Hands on Children's Museum Director Patty Belmonte shared information regarding a proposed cultural access tax.

Principal of Madison Elementary School, Domenico Spatolla-Knoll and Homeless Program K-12 Manager Leslie Gowell provided a brief overview of the McKinney Vento Act signed into legislation in 1987 to address homelessness in the United States and information about students without homes in the Olympia School District.

Interim City Manager Keith Stahley discussed the work of the City's Community Work Group who through many community meetings developed a Homelessness Response Plan. Mr. Stahley also shared an update on the status of the City's homelessness response efforts.

Olympia School District Superintendent Patrick Murphy, Director of Operations Frank Wilson and Student Representative Ruby Gruber discussed how the district is helping reduce their carbon footprint.

Councilmember Jim Cooper and Public Works Director Rich Hoey discussed the City's initiatives related to Climate Change.

Assistant Superintendent Jennifer Priddy reported on impact fee formulas noting the formula is governed by the Growth Management Act. She also shared the District's Capital Facilities Plan (CFP) detailing building projects included in the calculation of the impact fee.

Parks, Arts and Recreation Director Paul Simmons, shared background on the City's work regarding Dog Parks. Mr. Simmons gave an update on renovations to Steven's field.

Councilmembers and School District Representatives asked clarifying questions throughout the meeting.

The discussion was completed.

3. ADJOURNMENT

The meeting was adjourned at 9:24 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
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City Council

Approval of March 3, 2020 Study Session Meeting Minutes

Agenda Date: 3/24/2020
Agenda Item Number: 4.D
File Number:20-0290

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

Title

Approval of March 3, 2020 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 3, 2020

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

- 2.A [20-0231](#) Review and Discussion of Responses to Request for Qualifications for 3900 Boulevard Road Property

Economic Development Director Mike Reid showed a video that gave an overview of the history and purchase of the property at 3900 Boulevard Road. He shared brief highlights of each response to the request for qualifications proposals for the property and outlined next steps.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:25 p.m.



City Hall
601 4th Avenue E.
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City Council

Approval of March 3, 2020 City Council Meeting Minutes

Agenda Date: 3/24/2020
Agenda Item Number: 4.E
File Number:20-0292

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

Title

Approval of March 3, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 3, 2020

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS

Mayor Selby noted the Council met earlier in a Study Session. No decisions were made.

Interim City Manager Jay Burney gave an update on Coronavirus (COVID-19) and where to find information.

1.B APPROVAL OF AGENDA

The agenda was approved.

1.C CONSIDERATION OF A RESOLUTION SUPPORTING THE THURSTON COUNTY COURTHOUSE, ADMINISTRATIVE BUILDINGS AND COUNTY OFFICE CONSOLIDATION LEVY

******THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO SPEAK AT THIS TIME FOR OR AGAINST THIS LEVY******

[20-0218](#) Consideration of a Resolution Expressing City Council Support for the Thurston County Courthouse, Administrative Buildings and County Office Consolidation Levy

Mayor Selby shared background on the topic and opened the public hearing at 7:07 p.m.

The following people spoke in support of the resolution: Larry Watkinson, Larry Jefferson, Charles Szurszewski, Lori Preuss, Patrick Stickney, and Chris Meserve.

Mayor Selby closed the hearing at 7:20 p.m.

Councilmember Parshley moved, seconded by Councilmember Gilman, to adopt a resolution expressing City Council support for the Thurston County courthouse, administrative buildings and County office consolidation levy. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

2. SPECIAL RECOGNITION

2.A [20-0189](#) Special Recognition - Proclamation Recognizing Arbor Day

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Heather Spradlin, Wayne Olsen, and Cleve Pinnix.

4. CONSENT CALENDAR

4.A [20-0236](#) Approval of February 25, 2020 Study Session Meeting Minutes

The minutes were adopted.

4.B [20-0235](#) Approval of February 25, 2020 City Council Meeting Minutes

The minutes were adopted.

4.C [20-0221](#) Approval of a Resolution Authorizing a Partial Park and School Impact Fee Exemption to Fourth Street Housing, LLC for its Property Located at 3335 Martin Way E., Also Known as Merritt Manor

The resolution was adopted.

4.D [20-0229](#) Approval of Reappointments to Advisory Committees and Commissions

The decision was adopted.

4.E [20-0222](#) Approval of an Appointment to the Arts Commission to Fill a Vacancy

The decision was adopted.

4.F [20-0223](#) Approval of Appointments to the Bicycle and Pedestrian Advisory Committee to Fill Vacancies

The decision was adopted.

4.G [20-0224](#) Approval of Appointments to the Design Review Board to Fill Vacancies

The decision was adopted.

4.H [20-0225](#) Approval of Appointments to the Heritage Commission to Fill Vacancies

The decision was adopted.

- 4.I [20-0226](#) Approval of an Appointment to the Planning Commission to Fill a Vacancy

The decision was adopted.

- 4.J [20-0227](#) Approval of Appointments to the Parks and Recreation Advisory Committee to Fill Vacancies

The decision was adopted.

- 4.K [20-0228](#) Approval of Appointments to the Utility Advisory Committee to Fill Vacancies

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.L [20-0170](#) Approval of an Ordinance Amending Title 4 of the Olympia Municipal Code Relating to Residential Parking Fees

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.M [20-0144](#) Approval of an Ordinance Amending the Deadline to Expend Impact Fees in Accordance with State Law

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

Approval of the Consent Agenda

Mayor Pro Tem Bateman moved, seconded by Councilmember Parshley, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A [20-0157](#) Approval of Call for Art for the Eastside Street Art Crossings Public Art Project

Arts Program Manager Stephanie Johnson and Arts Commission Chair Timothy Grisham gave an overview of the call for art for the Eastside Street Art Crossing process.

Ms. Johnson also gave an update on the status of the West Bay drive crossing.

Councilmembers asked clarifying questions.

Councilmember Gilman moved, seconded by Councilmember Parshley, to approve the Call for Art for the Eastside Street Art Crossing project. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

6.B [20-0220](#) City Manager Recruitment Update

Karras Consulting representatives Dennis Karras and Marissa Karras gave an update on the status of the City Manager recruitment.

Councilmembers asked clarifying questions.

The report was received.

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmember are reported on meetings and events attended.

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

9. EXECUTIVE SESSION

9.A [20-0219](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Mayor Selby recessed the meeting to Executive Session at 8:35 p.m. pursuant to RCW 42.30.110(1)(b) to discuss a real estate matter. She announced no decisions would be made, the meeting was expected to last no longer than 75 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

The executive session was held and no decisions were made.

9. ADJOURNMENT

The meeting adjourned at 9:40 p.m.



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

City Council

Approval of March 17, 2020 City Council Meeting Minutes

Agenda Date: 3/24/2020
Agenda Item Number: 4.F
File Number:20-0293

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

Title

Approval of March 17, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 17, 2020

5:30 PM

Council Chambers

Special Meeting

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

- 2.A [20-0277](#) Approval of an Ordinance Declaring a Public Health Emergency Relating to Coronavirus (COVID-19) - First and Final Reading

Mayor Selby read a statement regarding the City's response to the COVID-19 virus.

Interim City Manager Jay Burney provided an update on the response regarding working with neighboring jurisdictions, the status of City services, and economic support efforts for businesses affected.

Councilmembers discussed the ordinance being considered and the City's response to the public health emergency.

Mayor Pro Tem Bateman moved, seconded by Councilmember Parshley, to approve the ordinance declaring a state of public health emergency relating to coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency on first and final reading. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

3. ADJOURNMENT

The meeting adjourned at 5:47 p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 3/24/2020
Agenda Item Number: 4.G
File Number:20-0295

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

Title
Bills and Payroll Certification

	AP 3/3/2020	PAYROLL AP 3/3/2020	AP 3/5/2020							TOTAL
001	\$370,199.75	\$263,993.37	34,462.93							668,656.05
002										0.00
003	4,906.43									4,906.43
004										0.00
006	709.00									709.00
007	2,645.00									2,645.00
014	8,491.80									8,491.80
021										0.00
025	770.39									770.39
026										0.00
029	20.27									20.27
107										0.00
108										0.00
127										0.00
130										0.00
132	7,604.16									7,604.16
133										0.00
134										0.00
135										0.00
136										0.00
137										0.00
138										0.00
141										0.00
142	16,972.45									16,972.45
208										0.00
216										0.00
223										0.00
224										0.00
225										0.00
226										0.00
227										0.00
228										0.00
230										0.00
317	173,886.68									173,886.68
318										0.00
322										0.00
323										0.00
324										0.00
325										0.00
326										0.00
329										0.00
331										0.00
401	33,757.45		4,219.24							37,976.69
402	3,426.18		6,353.55							9,779.73
403	8,083.22		648.37							8,731.59
404	1,094.71		5,000.21							6,094.92
418										0.00
427										0.00
434										0.00
461	20,212.03									20,212.03
462	20,554.32									20,554.32
463	165,015.72									165,015.72
501	1,303.46		9,186.46							10,489.92
502										0.00
503										0.00
504										0.00
505	60.94									60.94
604										0.00
605										0.00
621										0.00
631										0.00
682										0.00
701										0.00
702										0.00
703										0.00
707										0.00
711										0.00
720										0.00
TOTALS	\$839,713.96	\$263,993.37	\$59,870.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,163,578.09

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
12742	93	FIRE DEPARTMENT COFFEE DUES	03/03/2020	5.00	1250001000000001	00000002	01
12751	29207	A ADVANCED SEPTIC SERVICES INC	03/05/2020	518.23	1250001000000001	00000001	01
12657	14767	ACCESS INFORMATION MANAGEMENT	03/03/2020	246.64	1250001000000001	00000001	01
12658	28769	ACTION COMMUNICATIONS	03/03/2020	1,551.48	1250001000000002	00000001	01
12659	331	ALWAYS SAFE & LOCK INC	03/03/2020	55.74	1250001000000003	00000001	01
12752	331	ALWAYS SAFE & LOCK INC	03/05/2020	205.48	1250001000000002	00000001	01
12753	30587	AMAZON BUSINESS	03/05/2020	1,910.75	1250001000000003	00000001	01
12660	551	ASSOCIATED PETROLEUM PRODUCTS INC	03/03/2020	1,694.90	1250001000000004	00000001	01
12661	30087	BAKER, WILLIAM T.	03/03/2020	144.60	1250001000000005	00000001	01
12662	22801	BATTERIES PLUS - OLYMPIA	03/03/2020	77.55	1250001000000006	00000001	01
12754	22801	BATTERIES PLUS - OLYMPIA	03/05/2020	54.54	1250001000000004	00000001	01
12663	30565	BAUM LAW OFFICE	03/03/2020	7,770.00	1250001000000007	00000001	01
12664	21278	BENNETT M BUTTERS	03/03/2020	144.60	1250001000000008	00000001	01
12665	883	BERGMAN, DONALD E	03/03/2020	107.00	1250001000000009	00000001	01
12666	955	BJORNSTAD, TOR A	03/03/2020	138.60	1250001000000010	00000001	01
12755	30780	BLACK HILLS GYMNASTICS LLC	03/05/2020	819.00	1250001000000011	00000001	01
12667	21040	BLAYLOCK, JERRY	03/03/2020	113.60	1250001000000011	00000001	01
12668	1033	BOWEN, RONALD D	03/03/2020	144.60	1250001000000012	00000001	01
12670	29970	BOWEN, RONALD D	03/03/2020	144.60	1250001000000012	00000001	01
12671	1519	BRADY, ROBERT	03/03/2020	107.00	1250001000000013	00000001	01
12756	1519	COMMERCIAL BRAKE & CLUTCH INC	03/05/2020	3,885.00	1250001000000014	00000001	01
12757	80	COMMUNITY CHEST	03/05/2020	217.36	1250001000000015	00000001	01
12743	80	CONCRETE RECYCLERS/ JS&S (PW)	03/03/2020	911.72	1250001000000006	00000001	01
12672	25090	COPASS, CARLTON L	03/03/2020	597.58	1250001000000007	00000002	01
12673	1585	CRAINS OFFICE SUPPLY	03/03/2020	1,145.71	1250001000000002	00000001	01
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12675	1604	CRAWFORD, DALE	03/03/2020	716.35	1250001000000008	00000001	01
12676	1653	CURTRIGHT, WILLIAM T	03/03/2020	289.20	1250001000000018	00000001	01
12677	1770	DAY, EDWARD	03/03/2020	144.60	1250001000000020	00000001	01
12678	27334	DIANA S DUCH	03/03/2020	107.00	1250001000000020	00000001	01
12679	1891	DOLES, DANIEL	03/03/2020	6,475.00	1250001000000021	00000001	01
12680	1892	DOLES, MICHAEL	03/03/2020	130.60	1250001000000022	00000001	01
12681	7011	EPAINE, PETERSEN	03/03/2020	122.60	1250001000000023	00000001	01
12682	2400	EPPENSTEIN, WILLIAM J	03/03/2020	888.75	1250001000000009	00000001	01
12683	17159	FASTENAL COMPANY	03/03/2020	114.60	1250001000000024	00000001	01
12684	17159	FASTENAL COMPANY	03/03/2020	848.64	1250001000000025	00000001	01
12685	30750	FERGUSON ENTERPRISES INC #1539	03/05/2020	567.90	1250001000000010	00000001	01
12686	30750	FIREFLY YOGA	03/03/2020	4,472.59	1250001000000026	00000001	01
12687	26756	FLINT, JIM	03/05/2020	1,914.74	1250001000000011	00000001	01
12688	2865	FLINTON, WILLIAM J	03/03/2020	144.60	1250001000000028	00000001	01
12689	28863	FOSTER GRAY-ROBERTA GRAY	03/03/2020	114.60	1250001000000012	00000001	01
12690	3022	GALLAGHER, STEVEN P	03/05/2020	981.15	1250001000000029	00000001	01
12691	16331	GIERIN, WILLIAM L	03/03/2020	144.60	1250001000000030	00000001	01
12692	3135	GIOVANNINI, JAMES	03/03/2020	140.60	1250001000000031	00000001	01
12693	3227	GRAPHIC COMMUNICATIONS	03/03/2020	144.60	1250001000000032	00000001	01
12694	3227	GRAPHIC COMMUNICATIONS	03/05/2020	2,945.50	1250001000000032	00000001	01
12695	16625	GREGORY, LARRY D	03/03/2020	866.15	1250001000000013	00000001	01
12696	28605	HAMILTON, FRANCIS R	03/03/2020	127.60	1250001000000033	00000001	01
12697	2910	HD FOWLER COMPANY	03/03/2020	99.90	1250001000000034	00000001	01
12764	2910	HD FOWLER COMPANY	03/05/2020	10,289.79	1250001000000035	00000001	01
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PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
12692	3530	HEILSTROM, JAMES	03/03/2020	144.60	125000100000036	0000001	01
12693	25870	HONEY BUCKET	03/03/2020	3,246.58	125000100000037	0000001	01
12694	26312	HUGHES FIRE EQUIPMENT	03/03/2020	5,841.58	125000100000038	0000001	01
12695	30925	HULSEY, GEOFF	03/03/2020	3,885.00	125000100000039	0000001	01
12744	29	I A F P LOCAL 468 / MDA	03/03/2020	3,203.75	125000100000040	0000002	01
12745	30	ICMA RETIREMENT CORPORATION-301674	03/03/2020	137,969.79	125000100000041	0000001	01
12696	18805	INDUSTRIAL HYDRAULICS INC	03/03/2020	47.45	125000100000042	0000001	01
12697	4728	JONES, THOMAS P	03/03/2020	144.60	125000100000043	0000001	01
12698	4995	KNIGHT FIRE PROTECTION	03/03/2020	1,415.63	125000100000044	0000001	01
12765	20800	LAKESIDE INDUSTRIES	03/05/2020	1,773.15	125000100000045	0000001	01
12699	17121	LANDAU ASSOCIATES INC	03/03/2020	4,168.93	125000100000046	0000001	01
12700	1832	LARRY DIBBLE	03/03/2020	466.60	125000100000047	0000001	01
12701	20470	LARSCO INC	03/03/2020	91.41	125000100000048	0000001	01
12702	5206	LEMASTER, LARRY	03/03/2020	141.60	125000100000049	0000001	01
12703	26691	LESAS TRANSCRIPTION SERVICE	03/03/2020	256.00	125000100000050	0000001	01
12704	26691	LESAS TRANSCRIPTION SERVICE	03/05/2020	650.00	125000100000051	0000001	01
12705	5222	LEW RENTS INC	03/03/2020	84.16	125000100000052	0000001	01
12706	4300	LG ISAACSON CO INC	03/03/2020	1,264.90	125000100000053	0000001	01
12707	4300	LG ISAACSON CO INC	03/05/2020	207.77	125000100000054	0000001	01
12708	5300	LOFFLER, DONALD	03/03/2020	141.60	125000100000055	0000001	01
12709	14834	MCFRIDE, ROBERT	03/03/2020	144.60	125000100000056	0000001	01
12710	29257	MCLARK DATA LLC	03/03/2020	3,816.00	125000100000057	0000001	01
12711	5595	MCMANUS, JAMES	03/03/2020	141.60	125000100000058	0000001	01
12712	16949	MEIER, WILLIAM S	03/03/2020	123.00	125000100000059	0000001	01
12713	20923	MICHEL, GARY D	03/03/2020	202.40	125000100000060	0000001	01
12714	23458	MILES, SAND & GRAVEL	03/03/2020	825.22	125000100000061	0000001	01
12715	5748	MISSILDINE, ROBERT	03/03/2020	144.60	125000100000062	0000001	01
12716	23443	MOUNTAIN MIST ACCT #070897	03/05/2020	45.50	125000100000063	0000001	01
12717	23443	MOUNTAIN MIST ACCT #070897	03/05/2020	1,008.98	125000100000064	0000001	01
12718	23443	MULLINAX FORD OF OLYMPIA LLC	03/05/2020	11,153.24	125000100000065	0000001	01
12719	26316	NANCY CAMPBELL	03/03/2020	11,450.75	125000100000066	0000001	01
12720	26316	NAPA AUTO PARTS-OLYMPIA	03/03/2020	1,557.92	125000100000067	0000001	01
12721	26316	NAPA AUTO PARTS-OLYMPIA	03/05/2020	142.91	125000100000068	0000001	01
12722	28598	NAVIA BENEFIT SOLUTIONS	03/03/2020	9,944.53	125000100000069	0000001	01
12723	6105	NOBLE, DARRELL R	03/03/2020	36.59	125000100000070	0000001	01
12724	26014	NORTHWEST TRUCK & INDUSTRIAL INC	03/03/2020	144.60	125000100000071	0000001	01
12725	6573	O'NEILL, JOHN C	03/03/2020	144.60	125000100000072	0000001	01
12726	74	OLYMPIA POLICE GUILD	03/03/2020	2,120.00	125000100000073	0000002	01
12727	83	OLYMPIA POLICE SERGEANT'S	03/03/2020	1,780.00	125000100000074	0000002	01
12728	30085	OYSTER BAY POLYGRAPH SERVICES LLC	03/05/2020	350.00	125000100000075	0000001	01
12729	12771	PATTERS, ROBERT W	03/03/2020	123.60	125000100000076	0000001	01
12730	6930	POLICE COFFEE DUES	03/03/2020	150.50	125000100000077	0000001	01
12731	86	POOLE, TERRY	03/03/2020	160.80	125000100000078	0000001	01
12732	7138	PUGET SOUND ENTERTAINMENT	03/03/2020	383.17	125000100000079	0000001	01
12733	29390	RICHARDS, RICHARD D	03/05/2020	144.60	125000100000080	0000001	01
12734	14499	ROHR, LARRY	03/03/2020	289.20	125000100000081	0000001	01
12735	7551	ROTH, IRA / ICMA	03/03/2020	9,078.65	125000100000082	0000002	01
12736	28685	SEAL, JOHN T	03/03/2020	135.50	125000100000083	0000001	01
12737	7770	SECOMA FENCE INC.	03/03/2020	15,684.65	125000100000084	0000001	01
12738	30806	SNEVA LAW OFFICE, PLLC	03/03/2020	7,770.00	125000100000085	0000001	01
12739	29994	STAPLETON, MICHAEL M	03/03/2020	140.60	125000100000086	0000001	01
12740	3307	STAPLETON, MICHAEL M	03/03/2020	140.60	125000100000087	0000001	01

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	BATCH	EFT BANK CODE
12729	8200	STUSSER ELECTRIC CO	03/03/2020	10.63	1250001000000073	0000001	01
12773	20719	SUMMIT IAW GROUP	03/05/2020	756.00	1250001000000023	0000001	01
12730	8260	SWOR, PHILLIP	03/03/2020	144.60	1250001000000074	0000001	01
12774	28632	SYSTEMS FOR PUBLIC SAFETY INC	03/03/2020	267.79	1250001000000024	0000001	01
12731	8331	TAYLOR, CLARK L	03/03/2020	136.60	1250001000000075	0000001	01
12732	22653	TAYLOR, GARRY L	03/03/2020	144.60	1250001000000076	0000001	01
12733	18745	THOMAS, ALBERT P	03/03/2020	132.60	1250001000000077	0000001	01
12734	29085	U S BANK--P-CARD	03/03/2020	97,335.82	1250001000000078	0000001	01
12735	28813	UNIFIRST CORP	03/03/2020	653.65	1250001000000079	0000001	01
12736	30936	VANDEBOS LAW PLLC	03/03/2020	1,295.00	1250001000000080	0000001	01
12737	20045	VCB OF THURSTON COUNTY	03/03/2020	7,604.16	1250001000000081	0000001	01
12738	27046	WA ST DEPT OF ECOLOGY	03/03/2020	4,685.40	1250001000000082	0000001	01
12739	23564	WESTERN EXTERMINATOR	03/03/2020	170.07	1250001000000083	0000001	01
12775	9346	WESTERN PETERBILT INC	03/05/2020	594.63	1250001000000025	0000001	01
12776	27081	WESTERN SYSTEMS & FABRICATION INC	03/05/2020	1,483.32	1250001000000026	0000001	01
12740	9853	ZEIGLER'S WELDING & HITCH SHOP INC.	03/03/2020	136.20	1250001000000084	0000001	01
12741	9864	ZIESEMER, GEORGE	03/03/2020	127.60	1250001000000085	0000001	01

BANK: 01 US Bank - Accounts Payable
 TOTAL FOR ALL BANKS: 402,540.32 NO. OF CHECKS: 119

PREPARED 03/10/2020, 9:05:53
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 CITY OF OLYMPIA
 BANK: 01 US Bank - Accounts Payable

VOIDED CHECKS REGISTER
 SELECTED BY VOID DATE
 FROM: 03/01/2020 TO: 03/07/2020

PAGE 1
 ACCOUNTING PERIOD 02/2020
 REPORT NUMBER 44

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	PURGED	ORIGINAL AMOUNT
3724077	8048	SOUTHGATE FENCE INC	02/25/2020	.00	03/05/2020	01	PURGED	274.16
3724276	88888	USE TAX	03/03/2020	.00	03/03/2020	01	PURGED	.00
3724282	19767	VERIZON WIRELESS	03/03/2020	.00	03/03/2020	01	PURGED	.00
3724283	19767	VERIZON WIRELESS	03/03/2020	.00	03/03/2020	01	PURGED	.00
3724285	19767	VERIZON WIRELESS	03/03/2020	.00	03/03/2020	01	PURGED	.00
3724290	18135	WA ST OFFICE OF THE TREASURER	03/03/2020	.00	03/03/2020	01	PURGED	.00
3724314	1282	CAPITAL INDUSTRIAL INC	03/05/2020	.00	03/05/2020	01	PURGED	.00
3724330	6550	OLYMPIA SUPPLY CO INC	03/05/2020	.00	03/05/2020	01	PURGED	.00
3724335	28272	SAFETEC COMPLIANCE SYSTEMS INC	03/05/2020	.00	03/05/2020	01	PURGED	.00

BANK: 01 US Bank - Accounts Payable

NO. OF CHECKS: 9

CHECKS VOIDED .00

274.16 ***

PREPARED 03/10/2020, 9:05:53
PROGRAM: GMI72L
CITY OF OLYMPIA
BANK: 01 US Bank - Accounts Payable

VOIDED CHECKS REGISTER
SELECTED BY VOID DATE
FROM: 03/01/2020 TO: 03/07/2020

PAGE 2
ACCOUNTING PERIOD 02/2020
REPORT NUMBER 44

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT
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TOTAL FOR ALL BANKS

NO. OF CHECKS: 9 TOTAL CHECKS VOIDED .00 274.16 ***

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3724170	129	A B C LEGAL SERVICES, LLC	03/03/2020	79.50	01
3724171	30792	A.M.I.C.K. TACTICAL, LLC	03/03/2020	250.00	01
3724172	26089	ACCOUNTREMP	03/03/2020	750.58	01
3724173	17687	JAMES D ANDERSON	03/03/2020	120.60	01
3724174	17061	APEX MAILING SERVICE	03/03/2020	998.39	01
3724175	14848	APSCO INC	03/03/2020	351.92	01
3724176	595	DENNIS A AUDEWER	03/03/2020	144.60	01
3724177	30531	AUTOZONE	03/03/2020	4.36	01
3724178	30060	AVIDEX INDUSTRIES LLC	03/03/2020	2,731.35	01
3724179	30771	B&M TOOLS LLC	03/03/2020	422.11	01
3724180	738	ROBERT G BACON	03/03/2020	141.60	01
3724181	30845	BERGER PARTNERSHIP	03/03/2020	538.65	01
3724182	217	BETTY ANN COOK	03/03/2020	21.76	01
3724183	24742	FREDERICK R BRADBURY	03/03/2020	144.60	01
3724184	1086	GEORGE BRUCH	03/03/2020	130.60	01
3724185	1282	CAPITAL INDUSTRIAL INC	03/03/2020	90.64	01
3724186	23604	CAPITAL MACHINE LLC	03/03/2020	314.24	01
3724187	28970	CAPITAL MEDICAL CENTER	03/03/2020	523.96	01
3724188	1272	CAPITOL CITY PRESS INC	03/03/2020	284.91	01
3724189	27229	CASCADE ENGINEERING SERVICES I	03/03/2020	1,700.00	01
3724190	8833	CENTURYLINK	03/03/2020	98.77	01
3724191	8833	CENTURYLINK	03/03/2020	98.77	01
3724192	8833	CENTURYLINK	03/03/2020	119.70	01
3724193	8833	CENTURYLINK	03/03/2020	56.99	01
3724194	8833	CENTURYLINK	03/03/2020	61.79	01
3724195	8833	CENTURYLINK	03/03/2020	72.71	01
3724196	217	CHARLES TESKE	03/03/2020	17,031.70	01
3724197	29799	CITY OF LACEY FIRE DISTRICT 3	03/03/2020	146.35	01
3724198	19253	CITY OF OLYMPIA LANDFILL CRGS	03/03/2020	43.75	01
3724199	1410	CITY OF OLYMPIA PARKS & REC.	03/03/2020	19.11	01
3724200	217	CITY OF OLYMPIA UTILITIES	03/03/2020	172.80	01
3724201	217	CLAIRE SCHLENDER	03/03/2020	1,404.40	01
3724202	29732	COMCAST BUSINESS	03/03/2020	828.88	01
3724203	20407	COMCAST BUSINESS INC	03/03/2020	230.37	01
3724204	27417	CORE & MAIN LP	03/03/2020	3.54	01
3724205	217	CRYSTAL HANSON	03/03/2020	133.60	01
3724206	1635	ELEY CUMBERS JR	03/03/2020	73.22	01
3724207	217	DAWN R CLOWERS	03/03/2020	128.60	01
3724208	1785	PETER M DE GROUPEY	03/03/2020	332.89	01
3724209	217	DEEPAK SADANANDAN	03/03/2020	33.77	01
3724210	217	DEEPIKA GEVARCHAND JAIN	03/03/2020	770.00	01
3724211	14868	DISPUTE RESOLUTION CENTER	03/03/2020	375.88	01
3724212	28992	FOOD SERVICE EQUIPMENT INC	03/03/2020	111.48	01
3724213	30691	GCR TIRES & SERVICE	03/03/2020	84.54	01
3724214	3080	GENSCO INC	03/03/2020	65.14	01
3724215	217	GEORGE B SHARRETT	03/03/2020	20,554.32	01
3724216	20009	GRAY & OSBORNE INC	03/03/2020	203.01	01
3724217	3458	HARDEL BUTLER'S CENTER INC	03/03/2020	25,435.00	01
3724218	30972	HARVEY M ROSE ASSOCIATES LLC	03/03/2020	1,283.50	01
3724219	28890	HB JAEGER CO LLC	03/03/2020	1,144.60	01
3724220	3558	DAVID HENRY	03/03/2020	80.57	01
3724220	217	HOLLY M SHARPE	03/03/2020	80.57	01

PREPARED 03/10/2020, 9:05:53
 PROGRAM: GML172L
 CITY OF OLYMPIA
 BANK: 01 US Bank - Accounts Payable

OUTSTANDING CHECKS REGISTER
 SELECTED BY CHECK DATE
 FROM: 03/01/2020 TO: 03/07/2020

PAGE 2
 ACCOUNTING PERIOD 02/2020
 REPORT NUMBER 81

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
37242221	19815	INTERSTATE BATTERY OF TACOMA	03/03/2020	655.53	01
37242222	4423	J&I POWER EQUIP INC	03/03/2020	1,857.38	01
37242223	217	JILL K WALSH	03/03/2020	485.10	01
37242224	217	JOAN F ASHCRAFT	03/03/2020	26.45	01
37242225	27831	K P F CONSULTING ENGINEERS I	03/03/2020	165,015.72	01
37242226	217	KENNETH MITCHELL	03/03/2020	44.72	01
37242227	30739	KRISTINA HORTON	03/03/2020	75.00	01
37242228	217	KYLE L MC KOWN	03/03/2020	86.48	01
37242229	10368	LEXISNEXIS MATTHEW BENDER	03/03/2020	748.55	01
37242230	217	LPR PROPERTIES LLC	03/03/2020	123.54	01
37242231	25920	LUKENS TREE PRESERVATION	03/03/2020	4,324.56	01
37242232	14995	MARTIN WAY COLLISION INC	03/03/2020	1,000.00	01
37242233	5500	GARY L MATTHEIS	03/03/2020	1,165.50	01
37242234	30428	MATTHEW W COCKRELL & ASSOCIATE	03/03/2020	164,598.70	01
37242235	217	MELVIN A KNOBLAUCH	03/03/2020	83.70	01
37242236	2928	MICHAEL FREDERICKS	03/03/2020	144.60	01
37242237	217	MILL POND LIMITED PARTNERSHIP	03/03/2020	237.72	01
37242238	217	MINK ESTATES LLC	03/03/2020	53.69	01
37242239	28821	MPH HOLDINGS LLC	03/03/2020	3,419.20	01
37242240	30774	BRIAN NIXON	03/03/2020	1,116.30	01
37242241	30133	NORTHWEST LIFT & EQUIPMENT LLC	03/03/2020	1,436.76	01
37242242	25787	NORTHWEST PAINT & SUPPLY	03/03/2020	14.32	01
37242243	29851	O'REILLY AUTO PARTS	03/03/2020	209.66	01
37242244	27491	OFFICE DEPOT	03/03/2020	136.49	01
37242245	6519	OLYMPIA COPY & PRINTING INC	03/03/2020	70.99	01
37242246	217	OLYMPIA HIGH SCHOOL	03/03/2020	1,445.22	01
37242247	6550	OLYMPIA SUPPLY CO INC	03/03/2020	176.61	01
37242248	24978	OLYMPIC TRAILER & TRUCK, INC	03/03/2020	13.08	01
37242249	22333	OUTSIDE THE BOX ENGINEERING LL	03/03/2020	1,664.71	01
37242250	10390	PACIFIC GROUNDWATER GRP CORP	03/03/2020	9,328.75	01
37242251	30434	PARTEK SOLUTIONS	03/03/2020	2,419.95	01
37242252	10253	WILLIAM PEARSON	03/03/2020	135.50	01
37242253	7115	PLATT ELECTRIC SUPPLY	03/03/2020	241.78	01
37242254	30853	POINT GRAPHICS LLC	03/03/2020	2,349.95	01
37242255	24760	POLLARDWATER	03/03/2020	439.28	01
37242256	29572	PRINT NM	03/03/2020	604.63	01
37242257	7218	PUGET SOUND ENERGY	03/03/2020	8,831.67	01
37242258	17107	R E AUTO ELECTRIC INC	03/03/2020	317.16	01
37242259	217	ROSEN, ABBIE L	03/03/2020	38.38	01
37242260	17544	ROSEN SUPPLY COMPANY	03/03/2020	203.14	01
37242261	7580	ROTO-ROOTER SERVICE INC	03/03/2020	1,758.36	01
37242262	30973	TEAL RUSSELL	03/03/2020	13.07	01
37242263	18002	SAMANTHA COTY	03/03/2020	40.00	01
37242264	27955	SEA-TAC LIGHTING & CONTROLS LL	03/03/2020	3,606.90	01
37242265	7816	JACK SEWARD	03/03/2020	202.40	01
37242266	26073	SOUTH PUGET SOUND COMM COLLEGE	03/03/2020	895.17	01
37242267	217	ST OF WA-CONSOLIDATED	03/03/2020	503.83	01
37242268	23819	STANLEY SECURITY SOLUTIONS INC	03/03/2020	945.45	01
37242269	26702	THOMSON REUTERS - WEST	03/03/2020	28.92	01
37242270	25490	THURSTON COUNTY TREASURER	03/03/2020	13,160.79	01
37242271	11760	THURSTON CTY AUDITOR/ELECTIONS	03/03/2020	101,804.20	01

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
37242272	28923	THURSTON EMERGENCY GROU	03/03/2020	398.00	01
37242273	18002	TIM NAGGLE	03/03/2020	140.00	01
37242274	11394	TRAFFIC SAFETY SUPPLY CO INC	03/03/2020	430.06	01
37242275	29830	FROY COOK	03/03/2020	32.00	01
37242277	88888	USE TAX	03/03/2020	3,233.25	01
37242278	25081	VENABLES PEST MANAGEMENT	03/03/2020	163.95	01
37242279	19767	VERIZON WIRELESS	03/03/2020	94.44	01
37242280	19767	VERIZON WIRELESS	03/03/2020	193.98	01
37242281	19767	VERIZON WIRELESS	03/03/2020	40.01	01
37242284	19767	VERIZON WIRELESS	03/03/2020	6,395.07	01
37242286	19767	VERIZON WIRELESS	03/03/2020	2,000.50	01
37242287	19767	VERIZON WIRELESS	03/03/2020	1,009.50	01
37242288	19767	VERIZON WIRELESS	03/03/2020	49.02	01
37242289	21120	WA ST DEPT ENTERPRISE SVCS-PRI	03/03/2020	204.44	01
37242291	18135	WA ST OFFICE OF THE TREASURER	03/03/2020	25,724.45	01
37242292	9062	DONALD E WARNER	03/03/2020	123.60	01
37242293	30712	911 SUPPLY INC	03/03/2020	19.40	01
37242294	14	CITY OF OLYMPIA	03/03/2020	4,205.85	01
37242295	82	UNITED WAY OF THURSTON CNTY	03/03/2020	370.33	01
37242296	70	WASHINGTON STATE COUNCIL	03/03/2020	3,897.99	01
37242297	60	AFLAC	03/03/2020	4,070.65	01
37242298	12	CITY OF OLYMPIA	03/03/2020	45,560.14	01
37242299	15	CITY OF OLYMPIA PAYROLL	03/03/2020	1,863.00	01
3724300	22903	GET-PAYROLL	03/03/2020	598.50	01
3724301	29056	IUOE LOCAL 612	03/03/2020	410.00	01
3724302	29924	MICHAEL G MALAIER, TRUSTEE	03/03/2020	850.00	01
3724303	27681	NATIONWIDE RETIREMENT SOLUTION	03/03/2020	20,444.23	01
3724304	27906	STANDARD INSURANCE COMPANY	03/03/2020	7,897.81	01
3724305	52	STANDARD INSURANCE COMPANY	03/03/2020	8,636.08	01
3724306	53	TEAMSTERS UNION DUES	03/03/2020	1,046.00	01
3724307	16	TRUSTEED PLANS SERVICE CORP	03/03/2020	2,097.21	01
3724308	30760	WELFARE & PENSION ADMIN SERVIC	03/03/2020	69.20	01
3724309	28910	WESTERN CONFERENCE OF TEAMSTER	03/03/2020	1,126.58	01
3724310	30086	ADVANCE AUTO PARTS	03/05/2020	80.80	01
3724311	30525	AIRESCO INC	03/05/2020	270.27	01
3724312	30174	JOY JOHNSTON	03/05/2020	399.00	01
3724313	29058	BARBARA JOHNSON	03/05/2020	22.26	01
3724315	1282	CAPITAL INDUSTRIAL INC	03/05/2020	3,857.72	01
3724316	217	CATHERINE I KINNAMAN	03/05/2020	159.06	01
3724317	30452	CINTAS CORPORATION #461	03/05/2020	55.17	01
3724318	1397	CITY OF OLYMPIA FIRE DEPT	03/05/2020	900.00	01
3724319	19253	CITY OF OLYMPIA LANDFILL CRGS	03/05/2020	463.46	01
3724320	20407	COPIERS NORTHWEST INC	03/05/2020	1,082.83	01
3724321	30183	D M C M A TREASURER	03/05/2020	50.00	01
3724322	18002	DEBI MCNUYT	03/05/2020	44.00	01
3724323	11102	DYNA SYSTEMS	03/05/2020	595.76	01
3724324	30392	DYNAMIC COLLECTORS INC	03/05/2020	146.17	01
3724325	30825	BIEPHANT CAR WASH INC	03/05/2020	25.00	01
3724326	24582	EMERALD SERVICES INC	03/05/2020	313.44	01
3724327	30691	GCR TIRES & SERVICE	03/05/2020	1,762.53	01
3724328	30762	IDENTIFIX INC	03/05/2020	1,428.00	01

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
3724329	19815	INTERSTATE BATTERY OF TACOMA	03/05/2020	197.78	01
3724331	6550	OLYMPIA SUPPLY CO INC	03/05/2020	758.72	01
3724332	24912	POWERPLAN - OIB - PAPE MACHINE	03/05/2020	293.48	01
3724333	30418	PINNACLE PEAK INSTITUTE INC	03/05/2020	1,860.00	01
3724334	7115	PLATT ELECTRIC SUPPLY	03/05/2020	974.79	01
3724336	28272	SAFETEC COMPLIANCE SYSTEMS INC	03/05/2020	3,521.65	01
3724337	24347	SEA MAR COMMUNITY HEALTH CTR	03/05/2020	151.52	01
3724338	217	SHERI WHITE	03/05/2020	192.43	01
3724339	8048	SOUTHGATE FENCE INC	03/05/2020	216.41	01
3724340	23819	STANLEY SECURITY SOLUTIONS INC	03/05/2020	54.66	01
3724341	19387	STERICYCLE INC	03/05/2020	10.36	01
3724342	8327	TAGS AWARDS & SPECIALTIES	03/05/2020	553.57	01
3724343	29371	U S MARTAL ARTS CENTER	03/05/2020	179.20	01
3724344	27563	UNITED RENTALS NORTHWEST, INC.	03/05/2020	300.00	01
3724345	30932	VARSITY FACILITY SERVICES	03/05/2020	16,727.84	01
3724346	9268	W A S P C	03/05/2020	2,268.86	01
3724347	27785	MA ST PATROL	03/05/2020	154.00	01
3724348	28803	WASHINGTON TRACTOR	03/05/2020	193.54	01
3724349	25656	WESCO AUTOBODY SUPPLY	03/05/2020	26.08	01
3724350	9331	WESTCARE CLINIC INC	03/05/2020	80.00	01
3724351	22332	WHISTLE WORKWEAR - OLYMPIA	03/05/2020	1,127.06	01
3724352	9830	ZEE MEDICAL SVC	03/05/2020	1,175.59	01

BANK: 01 US Bank - Accounts Payable

NO. OF CHECKS: 175 CHECKS OUTSTANDING 761,311.93 ***

PREPARED 03/10/2020, 9:05:53

OUTSTANDING CHECKS REGISTER

PAGE 5

PROGRAM: GM172L
CITY OF OLYMPIA

SELECTED BY CHECK DATE
FROM: 03/01/2020 TO: 03/07/2020

ACCOUNTING PERIOD 02/2020
REPORT NUMBER 81

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE

BANK: 01 US Bank - Accounts Payable					

TOTAL FOR ALL BANKS

NO. OF CHECKS: 175 TOTAL CHECKS OUTSTANDING 761,311.93 ***

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **2/15/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,270,113.75</u>
Fire Pension Gross Pay:	<u>\$ 31,783.90</u>
TOTAL	<u><u>\$ 2,301,897.65</u></u>

Payroll Check Numbers	<u>92595</u>	<u>92595</u>	Manual Checks
And	<u>92520</u>	<u>92524</u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>92596</u>	<u>92619</u>	Semi Payroll Checks

and Direct Deposit transmission.

2020 2/21/2020
DATE

Rebecca L. Sullivan
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **2/29/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,364,614.71</u>
Fire Pension Gross Pay:	<u>\$ -</u>
TOTAL	<u><u>\$ 2,364,614.71</u></u>

Payroll Check Numbers	<u>92620</u>	<u>92621</u>	Manual Checks
And	<u> </u>	<u> </u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>92622</u>	<u>92639</u>	Semi Payroll Checks

and Direct Deposit transmission.

3/5/2020
DATE


ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of a Resolution Declaring a Moratorium on Shut-offs of City Utilities for Nonpayment and Directing the City Manager to Take Immediate Action to Reduce Hardship of Olympia's Citizens and Businesses Affected by Illness Due to Novel Coronavirus (COVID-19) or Job Loss or Economic Hardship as a Result of Public Health Measures to Slow the Disease's Advance

Agenda Date: 3/24/2020
Agenda Item Number: 4.H
File Number:20-0289

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

Title

Approval of a Resolution Declaring a Moratorium on Shut-offs of City Utilities for Nonpayment and Directing the City Manager to Take Immediate Action to Reduce Hardship of Olympia's Citizens and Businesses Affected by Illness Due to Novel Coronavirus (COVID-19) or Job Loss or Economic Hardship as a Result of Public Health Measures to Slow the Disease's Advance

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution declaring a moratorium on shut-offs of City utilities for nonpayment and directing the City Manager to take immediate action to reduce hardships on Olympia's citizens and businesses.

Report

Issue:

Whether to approve and adopt the resolution as stated.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

Consent Calendar Item.

Background and Analysis:

On March 17, 2020, the City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency and its impact on Olympia's citizens and businesses.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Resolution Declaring a Moratorium on Shut-offs of City Utilities for Nonpayment and Directing the City Manager to take Immediate Action to Reduce Hardship of Olympia's Citizens and Businesses.
2. Direct staff to modify the Resolution.
3. Move to take no action.

Financial Impact:

Unknown.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, DECLARING A MORATORIUM ON SHUT-OFFS OF CITY UTILITIES FOR NONPAYMENT AND DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE ACTION TO REDUCE HARDSHIP OF OLYMPIA'S CITIZENS AND BUSINESSES AFFECTED BY ILLNESS DUE TO NOVEL CORONAVIRUS (COVID-19) OR JOB LOSS OR ECONOMIC HARDSHIP RELATED THERETO AS A RESULT OF PUBLIC HEALTH MEASURES TO SLOW THE DISEASE'S ADVANCE

WHEREAS, on March 17, 2020, the Olympia City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) epidemic and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

WHEREAS, events relating to this public health crisis have escalated from day to day due to efforts to slow or stem the disease's advance within the population of the City's residents and citizens of the State of Washington and the United States of America; and

WHEREAS, such necessary efforts as decreed by Governor Jay Inslee, President Donald Trump, and the Centers for Disease Control and Prevention (CDC) have resulted in necessary but significant harmful impacts to the economies of the City of Olympia, the State of Washington and the United States of America, in efforts to prevent the contagion from spreading and infecting more people and resulting in more deaths; and

WHEREAS, the Olympia City Council recognizes the severe adverse economic impacts on businesses, restaurants and workers within the City of Olympia and sees the need for immediate action;

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

Section 1. Pursuant to Ordinance No. 7233 declaring a state of public health emergency, 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 epidemic to mitigate the consequences of the illness and public health emergency taking place.

Section 2. The Olympia City Council further declares that the City Manager is authorized, directed and empowered to immediately put into place a moratorium to prohibit, delay or suspend any and all shut-offs of City utility customers who declare they have suffered economic or job loss as a result of the current public health emergency, including but not limited to infection, illness, quarantine, job loss or business hardship as a result of business closures or the slowing economy resulting from the necessary steps to stem the progression of the disease and epidemic.

Section 3. In addition to the foregoing, the Olympia City Council authorizes and directs the City Manager that the temporary moratorium permitted and imposed as provided in Section 2 of this Resolution shall be in full force and effect, upon adoption by the City Council, and shall not expire until 11:59 p.m. on April 24, 2020. Provided, however, the City Manager shall have the authority, in his discretion, to extend the temporary moratorium for additional time periods based upon public health necessity and the impact upon the City's economy.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of March, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Approval of a Resolution Declaring an Emergency for the Percival Creek Utility and Pedestrian Bridge Repair

Agenda Date: 3/24/2020
Agenda Item Number: 4.1
File Number:20-0257

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

Title

Approval of a Resolution Declaring an Emergency for the Percival Creek Utility and Pedestrian Bridge Repair

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution declaring an emergency for the Percival Creek utility and pedestrian bridge repair.

Report

Issue:

Whether to declare an emergency for the Percival Creek utility and pedestrian bridge repair.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works Water Resources, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On February 7, 2020, a windstorm caused a tree to fall severing the center span of a utility and pedestrian bridge spanning Percival Creek. It is located approximately 0.4 miles west of Deschutes Parkway. The bridge supported a drinking water main and a sewer main, which were also broken.

The broken sewer main released approximately 31,000 gallons of raw sewage to Percival Creek before being temporarily bypassed. Sewer service has been restored, temporarily using aboveground bypass piping. The sewer main serves approximately 765 residential units and 42 commercial accounts including the Thurston County Courthouse.

The broken water main has yet to be repaired. As a result, the ability to provide drinking and fire

protection water to an area serving approximately 2,100 residential units and 64 commercial accounts is reduced.

The Public Works Board will provide the City with a \$1 million dollar, 20-year, 1.58% emergency loan on the condition that the City Council declare an emergency for the Percival Creek bridge and utility repairs on or before March 24th.

Neighborhood/Community Interests (if known):

All customers are receiving water and sewer service at this time. More permanent mid-term utility services will take at least another three weeks to restore. Long-term, more sustainable solutions will take a year or more.

Options:

1. Approve a Resolution declaring an emergency for the Percival Creek utility and pedestrian bridge repair. This allows the City to receive a \$1 million-dollar emergency loan from the Public Works Board.
2. Do not approve the Resolution declaring an Emergency for the Percival Creek utility and pedestrian bridge repair. This will jeopardize the City's chance of receiving a Public Works Board \$1 million dollar emergency loan. The City would need to find alternative funding sources for the repair.

Financial Impact:

Failure to approve and emergency declaration would jeopardize the City's chance of receiving a Public Works Board \$1 million dollar emergency loan. The loan will allow the Drinking Water Utility to smooth utility rate increases and potentially avoid selling bonds. City staff estimates the project will cost between \$2.5 and \$3 million.

Attachments:

Resolution
Public Works Board Award Letter



**Washington State
Public Works Board**

Post Office Box 42525
Olympia, Washington 98504-2525

March 11, 2020

Jay Burney, Interim City Manager
City of Olympia
PO BOX 1967
Olympia, WA 98507

Dear Mr. Burney,

Thank you for submitting a Public Works Board Emergency Loan application for consideration by the Public Works Board (Board). Congratulations, your "Percival Creek Utility and Pedestrian Bridge Repair" project has been awarded \$1,000,000.

The Board approved your emergency application at their March 6, 2020 board meeting. The approval date appears to be February 7, 2020, the date of a windstorm. The approval date is pending the effective date of the Emergency declaration at the council meeting to be approved on March 24th. Any eligible costs incurred from this date forward are reimbursable with the Emergency loan fund. Our office just completed the underwriting for this project, and the loan interest rate is 1.58% with a loan term of 20 years.

This is a conditional award pending the receipt of the following documents by April 15th:

- Email the Emergency declaration passed by council on March 24th
- Email the picture of the Thurston County Department of Health's public health noticed posted around the damage area of Percival Creek-Pedestrian Bridge.

It is my understanding that the Section 106 review will be conducted by the Army Corps of Engineers. No ground disturbance is allowed until the cultural resources review has been completed, or unless the Army Corps of Engineers has granted this permission. Please keep me posted and share information regarding this process for our files. Once I receive the this information, I will issue a letter stating the Executive Order 05-05 has been completed by the Army Corps of Engineers, through Section 106 review.

Once again, thank you for applying to the Public Works Board. Please feel free to contact your Project Manager, Kari Sample (360) 725-3089, or email by at Kari.Sample@commerce.wa.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Connie Rivera".

Connie Rivera, PWB Program Director and Tribal Liaison

cc: Application File

RESOLUTION NO. _____

**A RESOLUTION DECLARING AN EMERGENCY FOR THE PERCIVAL CREEK UTILITY
AND PEDESTRIAN BRIDGE REPAIR**

WHEREAS, a windstorm on February 7, 2020 caused a tree to fall severing the center span of a utility and pedestrian bridge spanning Percival Creek; and

WHEREAS, the bridge supports a drinking water main, a sewer main which were both also broken; and

WHEREAS, the broken sewer main released approximately 31,000 gallons of raw sewage to Percival Creek before being temporarily bypassed; and

WHEREAS, sewer service has only temporarily been restored using aboveground bypass piping; and

WHEREAS, the sewer main serves approximately 765 residential units and 42 commercial accounts including the Thurston County Courthouse; and

WHEREAS, the broken water main reduces the ability to provide drinking and fire protection water to an area serving approximately 2,100 residential units and 64 commercial accounts; and

WHEREAS, RCW 39.04.280 defines an emergency as “unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) Will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;” and

WHEREAS, the City Engineer determined that the situation constituted an emergency as defined in RCW 39.04.280 and thereafter entered into a contract without calling for bids with Quigg Bros., Inc., for emergency repairs of the bridge and water and sewer utilities; and

WHEREAS, RCW 39.04.280 provides for an exemption from competitive bidding requirements for public works in the event of an emergency; and

WHEREAS, RCW 39.04.280 requires that, “if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record;”

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council finds and declares that the repairs to the broken sewer and water mains constituted an emergency as defined in RCW 39.04.280 because the sewage spill presented a real, immediate threat to public safety and property.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Approval of a Resolution Authorizing Amendments to the Olympia City Council Guidelines Relating to City Council Meetings

Agenda Date: 3/24/2020
Agenda Item Number: 4.J
File Number:20-0287

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

Title

Approval of a Resolution Authorizing Amendments to the Olympia City Council Guidelines Relating to City Council Meetings

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution Authorizing Amendments to the Olympia City Council Guidelines Relating to City Council Meetings.

Report

Issue:

Whether to amend the Olympia City Council Guidelines relating to City Council meetings.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

Consent Calendar Item.

Background and Analysis:

On March 17, 2020, the City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Resolution Authorizing Amendments to the Olympia City Council Guidelines

Relating to City Council Meetings.

2. Direct staff to modify the Resolution.
3. Move to take no action.

Financial Impact:

None.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AMENDING GUIDELINES 3.7, 3.10, 3.12 AND 3.22 OF THE OLYMPIA CITY COUNCIL
GUIDEBOOK RELATING TO CITY COUNCIL MEETINGS**

WHEREAS, on March 17, 2020, the Olympia City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

WHEREAS, the Olympia City Council finds it is necessary to amend certain Guidelines in the Olympia City Council Guidebook for purposes of the declared state of emergency;

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

Section 1. Guideline 3.7, Procedure for Public Communication, of the Olympia City Council Guidebook is hereby amended to read as follows:

3.7 Procedure for Public Communication

The City Council appreciates hearing from citizens about items relating to city business and normally sets aside up to thirty minutes near the beginning of Council business meetings for ~~public~~ Public Communication. This forum is a limited public forum and all matters discussed shall relate to city business.

The manner and extent to which members of the public participate in the Public Communication portion of the agenda is under the control of the Mayor. Therefore, to the extent necessary to prevent unreasonable interference with the meeting, the Mayor is empowered to curtail or prohibit ~~testimony~~ Public Communication that is overly repetitive or lengthy, beyond the reasonable scope of City business, or of a nature that would endanger the safety or wellbeing of the persons attending the meeting or individual city employees, or that is a personal attack upon a Councilmember's or other person's honesty, integrity, reputation, race, creed, national origin, ethnic background, color, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The Mayor is also empowered to establish time constraints or to suspend Public Communication during times of a declared emergency or disaster which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010, or as provided in the state Emergency Management Act, RCW Chapter 38.52.

Interested citizens may sign up to speak before the Council regarding any item related to City business, except issues (1) 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. Individuals will be asked to indicate on the sign-in sheet whether or not they have addressed the Council as part of Public Communication within the past 30 days. The Mayor has the discretion to move to the end of Public Communication ~~testimony from~~ those individuals who indicate on the sign-in sheet that they have testified in the last 30 days or who are known to the Mayor to have testified in the last 30 days. Sign-in for Public Communication begins when the lobby doors to the Council Chambers are open (about 30 minutes in advance of the start of the meeting) and continues until after the Mayor gavels the meeting to order, with the exact time at staff's discretion. Everyone who has signed in by the time registration is closed will be provided an opportunity to comment at that evening's meeting, either during the initial 30 minutes scheduled on the agenda for Public Communication, at the end of the meeting if everyone is not accommodated within the initial 30 minutes, or in another order if proposed by the Mayor at any time during a meeting and agreed to by a majority of Councilmembers in attendance at the meeting.

If time allows during the initial 30 minutes set aside on the agenda for Public Communications, the Mayor may ask if anyone else in the audience wishes to speak. In this circumstance, Public Communication will not exceed 30 minutes total of ~~testimony~~ time, and additional comment will not be carried forward to the end of the meeting.

Individual comment during Public Communication is generally limited to three minutes or less at the discretion of the Mayor. Comments shall be directed to the Council as a whole, not to the audience. Speakers may not cede all or a part of their time to another speaker or play recorded comments of other persons not present and signed in as speakers for the meeting. The Mayor is empowered to explain at the beginning of Public Communications that clapping, shouting and other demonstrations are not permitted at any time so that all persons wishing to speak, or in attendance, are not intimidated and feel safe to express their views or be present.

In order to hear as many people as possible, the Council will refrain from commenting on individual statements until all ~~Public comment~~ Public Communication has been taken, or at the end of the 30-minute time allotment.

Out of respect for the time of our citizens, Council and staff – the Mayor, on behalf of the entire Council, will thank the individuals who spoke. Councilmembers may request additional information from the persons who spoke, information or a report from the City Manager, or make brief comments to help inform the issues.

Section 2. Guideline 3.10, Public Hearings, of the Olympia City Council Guidebook is hereby amended to read as follows:

3.10 Public Hearings

For Frequently Asked Questions about Public Hearings, see the MRSC website at <http://www.mrsc.org/subjects/governance/hearings.aspx>

Sign in for Public Hearings is similar to Public Communication. Please refer to that section.

Individual comment during Public Hearings is generally limited to three minutes or less. Comments should be directed to the Council as a whole. Speakers may not cede all or a part of their time to another speaker. The Mayor will determine the order and protocols for Public Hearing testimony. Testimony on a topic subject to public hearing will not be accepted by the Council at a meeting either 45 days before or after the public hearing. The Mayor shall announce at the start of Public Communication a list of any public hearings scheduled within the upcoming 45 days or held in the previous 45 days. However, by concurrence of a majority of Councilmembers, testimony for a public hearing may be continued or remain open until a specified date and time.

The Mayor is also empowered to establish time constraints on testimony during Public Hearings, if necessary, to permit time for all persons wishing to speak. Likewise, the Mayor may suspend verbal testimony at a Public Hearing in the event of a declared emergency or disaster which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010, or as provided in the state Emergency Management Act, RCW Chapter 38.52. In the event of a declared public emergency, the Mayor will provide for testimony at the Public Hearing to be submitted to the Council in writing or by email or recorded video presentation, so long as such video recorded testimony is limited to three minutes or less. All such testimony shall be distributed to the Council for review prior to any Council action.

Section 3. Guideline 3.12, Open Public Meetings Act, of the Olympia City Council Guidebook is hereby amended to read as follows:

3.12 Open Public Meetings Act

RCW 42.30 outlines the Open Public Meetings Act, which applies to all city and town councils and to all county councils and boards or county commissions, boards and committees. Basically, the Act requires that all "meetings" of such bodies be open to the public and that all "action" taken by such bodies be done at meetings that are open to the public. The terms "meetings" and "action" are defined broadly in the Act.

Please see Appendix B for the Municipal Research and Services Center (MRSC) Guide to the Open Public Meetings Act. For Frequently Asked Questions about Open Public Meetings, see the MRSC website at <http://www.mrsc.org/askmrsc/pastinqsubject.aspx?sid=22> .

In the event of a declared emergency or disaster which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010, or as provided in the state Emergency Management Act (RCW Chapter 38.52), the Council as a body or individual Councilmembers, will act in accord with the General Guidance from the Attorney General on the Open Public Meetings Act Regarding the Coronavirus Disease (COVID-19) Event by making a speakerphone, conference call-in number or video streaming available at a location in City Hall or other city meeting location where the public can attend and listen to the Council or committee meeting.

Section 4. Guideline 3.22, Attendance via Speakerphone, of the Olympia City Council Guidebook is hereby amended to read as follows:

3.22 Attendance via Speakerphone or Streaming Video via Internet

On rare occasions, a Councilmember will not be able to be physically present at a Council or committee meeting but will want to be involved in Council or committee discussions and/or decisions. The procedure and guidelines for permitting a Councilmember to remotely attend a Council or committee meeting via speakerphone or by streaming video shall be as follows:

1. If a Councilmember wishes to attend a Council or committee meeting via speakerphone or, the Councilmember shall notify the Mayor or the City Manager's office no later than 12:00 Noon on the day of the meeting to advise of such absence and to request remote attendance at the Council or committee meeting via speakerphone or streaming video.
2. The Councilmember attending remotely via speakerphone or streaming video shall provide the Mayor or City Manager's office with a telephone number where the Councilmember may be contacted at the start of the Council or committee meeting. The Councilmember attending via speakerphone or streaming video must be able to hear the discussions at the Council or committee meeting and taking place in Council Chambers or before the committee. Likewise, the Councilmember must be able to be heard by all present in Council Chambers or before the committee.
3. If attending by speakerphone, the Councilmember should also log in by computer or iPad/tablet to view the internet streaming video website of the Council meeting.
4. At the commencement of the Council or committee meeting, the Mayor (or presiding officer if the Mayor is not physically present at the Council or committee meeting) shall state for the record that a Councilmember, identifying the member by name, is attending the Council or committee meeting via speakerphone or streaming video and the reason for the Councilmember's remote attendance (i.e., illness, business travel, vacation, etc.). The Mayor shall establish that the Councilmember attending remotely via speakerphone or streaming video can hear the Mayor's or committee chair's voice. There must be a clearly audible response from the Councilmember attending remotely. The Mayor or committee chair shall then state on the record that the remotely attending Councilmember is attending via speakerphone or streaming video and can be heard by all present in Council Chambers or before the committee.

A Councilmember attending a Council or committee meeting remotely via speakerphone or streaming video should review all of the applicable material on the agenda. Any technical prohibitions or difficulties that prevent all parties present at the Council or committee meeting from communicating or hearing one another will negate the ability of the Councilmember to participate remotely via speakerphone or streaming video in the Council meeting or committee. Such inability to participate in the Council or committee meeting, due to technical prohibitions or difficulties, shall be deemed an excused absence for the Councilmember attempting remote attendance.

The Mayor and Mayor Pro Tem may attend remotely, ~~however, they will not be able to~~ and may preside over the meeting remotely. ~~The presiding officer for the Council or committee meeting must be in physical attendance at the Council or committee meeting.~~ In the event the Mayor and Mayor

Pro Tem ~~must both attend a Council meeting remotely~~ are excused, the Councilmember having the longest service on the Council shall be acting presiding officer for purposes of the Council meeting.

Remote attendance via speakerphone or streaming video shall constitute attendance for quorum purposes and voting. A request for remote attendance via speakerphone or streaming video shall be exercised on rare and infrequent occasions by a Councilmember and it shall not be a substitute for regular, physical attendance at Council or committee meetings. The Council, as a legislative body, retains the ability upon motion to deny an individual Councilmember's request for remote attendance.

In the event of a declared emergency or disaster which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010, or as provided in the state Emergency Management Act (RCW Chapter 38.52), the Council as a body or individual Councilmembers, may attend a Council business meeting or committee meeting remotely from separate locations or a location other than the usual and customary location in Council Chambers or may close Council Chambers when there is risk of contagion or disease, but will provide an outlet for attendance for persons wishing to hear the Council business or committee meeting via speakerphone, conference call-in number or streaming video. In the event of a declared public emergency, the Council shall make provision for accepting Public Communication in writing, email or recorded video limited to three minutes or less, which shall be distributed to all Councilmembers. In accord with the General Guidance from the Attorney General on the Open Public Meetings Act Regarding the Coronavirus Disease (COVID-10) Event, the Council shall make a speakerphone or conference call-in number available or video streaming at City Hall or other city meeting location, where the public can attend to listen to the Council meeting.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Approval of a Resolution Authorizing Amendment No. 3 to a Professional Services Agreement with Landau Associates for West Olympia Commercial Property

Agenda Date: 3/24/2020
Agenda Item Number: 4.K
File Number:20-0198

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

Title

Approval of a Resolution Authorizing Amendment No. 3 to a Professional Services Agreement with Landau Associates for West Olympia Commercial Property

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign Amendment No. 3 to the Professional Services Agreement with Landau Associates, Inc. for West Olympia Commercial Property Additional Remedial Actions, and any other documents deemed necessary for remediation of the property.

Report

Issue:

Whether to approve Amendment No. 3 of the Professional Services Agreement with Landau Associates for cleanup of the West Olympia Commercial Property (former West Olympia Landfill Site).

Staff Contact:

Donna Buxton, Groundwater Protection Program Manager, 360.753.8793

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Remedial Investigation/Feasibility Study

On October 2, 2017, the City of Olympia and the State of Washington Department of Ecology (DOE) entered into Agreed Order DE 13797 for remediation of the former West Olympia Landfill Site (Site).

The Agreed Order requires the City to conduct a Remedial Investigation (RI) and Feasibility Study (FS) of the Site.

On November 6, 2018, the City and Landau Associates, Inc. established a Professional Services Agreement (PSA) to complete groundwater sampling, a final remedial investigation (RI) report, an interim action work plan, and a feasibility study (FS) of the Site. The term of the PSA continues through December 31, 2020. The PSA total compensation was not to exceed \$139,888 for the remedial actions required by DOE at that time.

On April 3, 2019, the City and Landau established Amendment No. 1 to the PSA to complete additional RI actions required by DOE (refined onsite groundwater sampling and an access agreement with groundwater sampling plan for an adjacent property). Amendment No. 1 increased the compensation by \$33,405 for a PSA total compensation not to exceed \$173,293.

On December 16, 2019, the City and Landau established Amendment No. 2 to the PSA for further actions requested by DOE (to expand onsite groundwater sampling and for completion of an amendment to the RI report) and an additional action requested by the City (property development cost estimate). Amendment No. 2 increased the compensation by \$70,943 for a PSA total compensation not to exceed \$244,236.

The remedial investigation of the Site has been completed. On December 20, 2019, the City received Ecology's approval of the final Remedial Investigation Report for the Site. The Feasibility Study will be completed in April 2020.

Draft Cleanup Action Plan

The next step in DOE's Toxics Cleanup Program Model Toxics Control Act (MTCA) cleanup process is a draft Cleanup Action Plan (dCAP). DOE's Amendment 1 to the Agreed Order requires the City to prepare a draft Cleanup Action Plan for the Site.

The proposed Amendment No. 3 to the PSA between the City and Landau is to complete the dCAP required by DOE and to provide the City with support for selling the property for commercial development in accordance with DOE MTCA requirements. Amendment No. 3 increases the compensation by \$72,573 for a PSA total compensation not to exceed \$316,809.

Neighborhood/Community Interests (if known):

Cleanup and commercial development of the West Olympia Commercial Property will remediate existing onsite environmental contamination and provide an economic development opportunity in West Olympia.

Options:

1. Approve a Resolution authorizing the City Manager to sign Amendment No. 3 to the Professional Services Agreement with Landau Associates, Inc. for West Olympia Commercial Property Additional Remedial Actions, and any other documents deemed necessary for remediation of the property. This action would enable the City to continue to meet DOE's requirements under the Agreed Order for remediating the property.
2. Approve a Resolution authorizing the City Manager to sign Amendment No. 3 to the Professional Services Agreement with modifications requested by Council. This action would

enable the City to continue to meet DOE's requirements under the Agreed Order for remediating the property, with the inclusion of any Council-requested modifications that are acceptable to DOE or amenable to the sale of the property.

3. Do not approve a Resolution authorizing the City Manager to sign Amendment No. 3 to the Professional Services Agreement and provide staff with guidance moving forward. This action would likely jeopardize the City's current compliance with DOE's Agreed Order and delay commercial development of the property.

Financial Impact:

Funding for costs incurred by the Professional Services Agreement and Amendments No. 1, 2, and 3 activities have been provided by the Economic Development Fund with reimbursement to the City from insurance policy carrier(s).

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND LANDAU ASSOCIATES, INC. FOR WEST OLYMPIA COMMERCIAL PROPERTY ADDITIONAL REMEDIAL ACTIONS

WHEREAS, on October 2, 2017, the City of Olympia (City) and the State of Washington Department of Ecology (DOE) entered into an Agreed Order for remediation of the former West Olympia Landfill Site (Site) (now known as the West Olympia Commercial Property); and

WHEREAS, the Agreed Order required the City to conduct a Remedial Investigation and Feasibility Study (RI/FS) of the Site; and

WHEREAS, the Remedial Investigation of the Site has been completed, and the Feasibility Study will be completed in April 2020; and

WHEREAS, the next step in DOE's Toxics Cleanup Program Model Toxics Control Act is a draft Cleanup Action Plan (dCAP); and

WHEREAS, the City and Landau Associates, Inc. entered into a Professional Services Agreement on November 6, 2018, as well as two amendments throughout the process, to complete the Remedial Investigation and Feasibility Study and other additional remedial actions required by DOE; and

WHEREAS, the City and Landau Associates, Inc. wish to establish Amendment No. 3 to the Professional Services Agreement to complete DOE's requirement of a draft Cleanup Action Plan for the Site and provide the City with property transfer support services; and

WHEREAS, Amendment No. 3 will allow for a new total compensation amount not to exceed \$316,809.00, which amount must be approved by City Council to proceed;

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

1. The Olympia City Council hereby approves the form of Amendment No. 3 to the Professional Services Agreement between the City of Olympia and Landau Associates, Inc. for completion of the DOE required draft Cleanup Action Plan for the West Olympia Commercial Property (former West Olympia Landfill Site) and provision of property transfer support, and the terms and conditions contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia Amendment No. 3 to Professional Services 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 Amendment, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT WITH
LANDAU ASSOCIATES, INC. FOR
WEST OLYMPIA COMMERCIAL PROPERTY ADDITIONAL REMEDIAL ACTIONS**

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 "City"), and **LANDAU ASSOCIATES, INC.**, a Washington corporation (the "Consultant").

RECITALS

1. On November 6, 2018, the City and the Consultant entered into a *Professional Services Agreement for West Olympia Commercial Property Additional Remedial Actions* ("Agreement").
2. The term of the Agreement is to run until December 31, 2020, with compensation not to exceed One Hundred Thirty-Nine Thousand, Eight Hundred Eighty Eight and No/100 Dollars (\$139,888.00).
3. The Agreement also provided that its terms could be "extended for additional periods of time upon the mutual written agreement" of the City and the Consultant, and that modification of its terms need to be in writing and signed by both parties.
4. On April 3, 2019, the City and the Consultant established Amendment No. 1 of the Agreement. Amendment No. 1 expanded the Agreement SERVICES and increased the COMPENSATION. The compensation was increased by \$33,405.00 for a new total not to exceed \$173,293.00.
5. On December 16, 2019, the City and the Consultant established Amendment No. 2 of the Agreement. Amendment No. 2 expanded the Agreement SERVICES and increased the COMPENSATION. The compensation was increased by \$70,943.00 for a new total not to exceed \$244,236.00.
6. The City and the Consultant desire to amend the Agreement under this Amendment No. 3 to expand the Agreement SERVICES and increase the COMPENSATION by \$72,573.00 for a new total not to exceed Three Hundred Sixteen, Eight Hundred Nine and No/100 Dollars (\$316,809.00), as shown in Exhibit A-1.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, SERVICES, is hereby amended to read as follows:

In addition to services Consultant is responsible for providing pursuant to the original Agreement dated November 6, 2018 and subsequent Amendments thereto, Consultant shall provide the services more specifically described in Exhibit "A-1", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Section 4A. of the Agreement, TOTAL COMPENSATION, is hereby amended to read as follows:

In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed Three Hundred Sixteen Thousand, Eight Hundred Nine and No/Dollars (\$316,809.00) as indicated on Exhibit "B-1".

3. All remaining provisions of the *Professional Services Agreement for West Olympia Commercial Property Additional Remedial Actions* dated November 6, 2018 and not here amended or supplemented shall remain as written in said Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 3** of the Agreement as of the date and year written above.

CITY OF OLYMPIA

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

APPROVED AS TO FORM:



Deputy City Attorney

LANDAU ASSOCIATES, INC.

By: _____

Eric Weber, LHG, CWRE

Principal Hydrogeologist

2107 South C Street

Tacoma, WA 98402

(253) 284-4878

Date of Signature: _____

EXHIBIT A-1

February 10, 2020

City of Olympia
601 4th Ave E
Olympia, WA 98507-1967

Attn: Donna Buxton, Groundwater Protection Program Manager

Transmitted via email to: dbuxton@ci.olympia.wa.us

**Re: January 2020 Proposed Scope and Budget Amendment
West Olympia Commercial Property
Olympia, Washington**

Dear Ms. Buxton:

Landau Associates, Inc. (LAI) requests an amendment to the scope and budget outlined in the Professional Services Agreement for the West Olympia Commercial Property Additional Remedial Actions project, authorized by the City of Olympia (City) on November 6, 2018. (The original scope and budget were previously amended on April 3 and December 16, 2019.)

The additional budget will be used to provide the following services, as requested by the City:

- Additional project management.
- Support pertaining to property transfer (new task).
- Completion of draft cleanup action plan (dCAP) and agreed order support (new task).

These services are described below.

Task 5. Project Management

Changes to the project scope affect project management costs. Project management includes staffing, scheduling, progress invoicing, and general project administration. It also includes regular communication with the City and routine status updates. Project management costs are estimated to be approximately 15 percent of total project costs.

Task 6. Property Transfer Support

LAI will help the City coordinate the sale and transfer of the West Olympia Commercial Property. This task includes preparation of a summary document, or an executive summary of the remedial investigation (RI) and interim action plan, which can be provided to prospective buyers. On an as-needed basis, LAI will help the City prepare documents that define the roles and responsibilities of the

prospective buyer. LAI has budgeted time for two in-person meetings with the City and/or prospective buyers.

Task 7. Draft Cleanup Action Plan and Agreed Order Support

LAI will prepare a dCAP report for the preferred cleanup remedy selected in the feasibility study. The dCAP will be completed in accordance with the requirements of Washington Administrative Code 173-340-380. This task includes support with the revised agreed order (amendment to include the dCAP) and the final agreed order for cleanup actions. LAI has budgeted time for one in-person meeting with the Washington State Department of Ecology to discuss the final agreed order.

Estimated Budget

Exhibit B outlines the total estimated labor for the budget amendment. The following table shows the current budget, the requested amendment, and the revised total budget. At the request of the City, a contingency budget of 10 percent has been included to account for additional requirements concerning dCAP preparation or property transfer support. LAI will seek the City's approval prior to using the contingency budget. LAI requests a budget amendment of \$72,573 for the additional services described above.

Task	Current Budget	Amount Added	Revised Total Budget
Task 1. Groundwater Sampling – Two events, work plan, and data evaluation (GEI/LAI Costs)	\$67,392	\$0	\$67,392
Task 2. Final RI Report (GEI/LAI Costs)	\$58,616	\$0	\$58,616
Task 3. IA Work Plan (LAI Costs)	\$34,537	\$0	\$34,537
Task 4. Feasibility Study (LAI Costs)	\$50,139	\$0	\$50,139
Task 5. Project Management (GEI/LAI Costs)	\$33,552	\$8,568	\$42,120
Labor Costs (GEI Costs)	\$9,925	\$0	\$9,925
Labor Costs (LAI Costs)	\$23,377	\$8,568	\$31,945
Mileage and Supplies	\$250	\$0	\$250
Task 6. Property Transfer Support (LAI Costs)	--	\$20,792	\$20,792
Labor Costs	--	\$20,542	\$20,542
Mileage and Supplies	--	\$250	\$250
Task 7. dCAP and Agreed Order Support (LAI Costs)	--	\$36,615	\$36,615
Labor Costs	--	\$36,365	\$36,365
Mileage and Supplies	--	\$250	\$250
Total – Labor Costs	\$221,505	\$65,475	\$286,980
Total – Direct and Subcontracted Costs	\$22,731	\$500	\$23,231
Total – Overall Costs	\$244,236	\$65,975	\$310,211
10% contingency	--	\$6,598	--
Total – Including Contingency	--	72,573	\$316,809

If you have questions or comments regarding this proposed scope and budget amendment, please contact Sarah Fees at (253) 284-4887.

LANDAU ASSOCIATES, INC.



Sarah Fees, LG
Associate Geologist

SEF/mcs

[U:\258\052\M\030 (PSA - 2019)\CONTRACT AND PROPOSALS\BUDGET AMENDMENT - JANUARY 2020\WOCp REQUEST NO. 3 FOR BUDGET AMENDMENT 1.28.2020.DOCX]

Attachments: Exhibit B. Budget Amendment Costs

**Exhibit B-1.
Budget Amendment Costs
Additional Remedial Actions
West Olympia Commercial Property**

Scope Items	Hours of Labor by Task							Totals	Total Labor Costs
	Principal	Senior Associate	Associate	Project	Data Specialist	CAD/GIS Technician	Project Coordinator		
Task 5. Project Management									
LAI	10		30				16	56	\$ 8,568
Task 5 Total									\$ 8,568
Task 6. Property Transfer Support									
White Paper	5		20	10		6	6	47	\$ 6,698
Meeting with City/Prospective Buyer	2		20					22	\$ 3,507
General Support	20		30			6	6	62	\$ 10,338
Task 6 Total									\$ 20,542
Task 7. dCAP and Agreed Order Support									
dCAP	20	20	60	30	20	20	10	180	\$ 26,481
Agreed Order Support	15		30					45	\$ 7,910
Meeting with Ecology to Discuss Agreed Order	2		10					12	\$ 1,974
Task 7 Total									\$ 36,365
Total Hours	74	20	200	40	20	32	38	424	
Rate by Position	\$220.85	\$202.21	\$153.24	\$120.47	\$94.98	\$110.51	\$110.14		
Total Labor Cost	\$16,343	\$4,044	\$30,648	\$4,819	\$1,900	\$3,536	\$4,185		\$65,475
Direct Costs									
Mileage and Supplies (LAI Cost)								\$ 500	
Total - Other Direct Costs								\$ 500	
Total								\$ 65,975	
10% Contingency								\$ 6,598	
Total (Including 10% Contingency)								\$ 72,573	

Abbreviations and Acronyms:

dCAP = draft cleanup action plan
LAI = Landau Associates, Inc.



City Council

Approval of a Resolution Authorizing an Increase City Staff by One Full-Time-Equivalent for a Parks Maintenance Position

Agenda Date: 3/24/2020
Agenda Item Number: 4.L
File Number:20-0232

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

Title

Approval of a Resolution Authorizing an Increase City Staff by One Full-Time-Equivalent for a Parks Maintenance Position

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution increasing City staffing by ne full-time-equivalent (FTE) for a Parks Maintenance Worker 1 position.

Report

Issue:

Whether the City Council should approve resolution to increase City staffing by one full-time-equivalent for a Parks maintenance worker.

Staff Contact:

Nanci Lien, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The 2020 Operating Budget included appropriations to support hiring one additional FTE for Parks maintenance; however, the FTE increase was not identified in the Council's final Operating Budget presentation.

The new Parks Maintenance Worker 1 position will support the considerable increase in the number of acres and facilities Parks maintains. In 2007, Parks staffing included 19 FTEs to maintain 58 acres of Parks. In 2019, Parks staffing totaled 21.75 (14% increase) for 450 acres (676% increase).

Neighborhood/Community Interests (if known):

The Parks and Recreation Advisory Committee and the Olympia Metropolitan Park District Board both expressed support of this additional Maintenance Worker 1 position when the 2020 budget was being developed.

Options:

1. Approve the resolution increasing City staffing by 1.0 FTE to add a Parks Maintenance Worker 1 position. The funding for the new position was approved as part of the 2020 Operating Budget
2. Do not approve the resolution increasing City staffing by 1.0 FTE to add a Parks Maintenance Worker 1 position. Not approving this increase in staffing may impact the City's ability to adequately maintain park properties.
3. Direct staff to another course of action to provide Parks maintenance.

Financial Impact:

The 2020 Operating Budget included appropriations to support hiring one additional FTE for Parks maintenance, however the FTE increase was not identified in the final Operating Budget presentation. No additional appropriations are required. The funding for this expenditure was supported by updated property tax and other General Fund revenues identified in the later portion of the 2020 Budget process.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INCREASE TO CITY STAFFING BY ONE FULL-TIME-EQUIVALENT FOR A
PARKS MAINTENANCE WORKER I**

WHEREAS, the 2020 Operating Budget included appropriations to support hiring one additional full-time-equivalent (FTE) employee for parks maintenance; however, the FTE increase was not identified in the Council's final Operating Budget presentation; and

WHEREAS, the new Parks Maintenance Worker I position will support the considerable increase in the number of acres and facilities maintained by the Olympia Parks, Arts and Recreation Department; and

WHEREAS, the Parks and Recreation Advisory Committee and the Olympia Metropolitan Park District Board were supportive of an additional Maintenance Worker I position during the 2020 budget process;

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

The Olympia City Council hereby approves the increase of City staffing by one FTE to add a Parks Maintenance Worker I, as previously approved in the 2020 Operating Budget.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



City Council

Approval of a Resolution Authorizing a Mutual Aid and Assistance Agreement with the Washington State Water/Wastewater Agency Response Network

Agenda Date: 3/24/2020
Agenda Item Number: 4.M
File Number:20-0255

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

Title

Approval of a Resolution Authorizing a Mutual Aid and Assistance Agreement with the Washington State Water/Wastewater Agency Response Network

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to Approve a resolution authorizing the City Manager to sign a Mutual Aid and Assistance Agreement with the Washington State Water/Wastewater Agency Response Network.

Report

Issue:

Whether to approve a resolution authorizing the City Manager to sign a Mutual Aid and Assistance Agreement with the Washington State Water/Wastewater Agency Response Network.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works Department, 360.570.3741

Presenters:

None - Consent Calendar Item.

Background and Analysis:

Washington Water/Wastewater Agency Response Network (WAWARN) is a drinking water and wastewater (sewer) agency response network that allows mutual aid and assistance from other utilities systems during an emergency. Partner utilities sign the WAWARN agreement, which allows them to share resources with other Washington utility systems/agencies that have signed the agreement.

In the agreement, emergencies are defined as natural or human-caused events or circumstances.

Some examples include, fire, flood, severe weather, drought, earthquake, volcanic activity, spills of hazardous materials, contamination, diseases and civil disturbances. The agreement and its partners recognize Federal Emergency Management Administration's (FEMA) National Incident Command System (NIMS) which sets forth standardized incident management and response procedures.

There is no obligation for the City to respond to emergencies and there is no liability for failure to respond. The agreement covers issues such as requesting assistance, giving assistance, reimbursement, workers' compensation, insurance, liability, and dispute resolution.

The following local agencies have already signed the WAWARN agreement:

- City of Lacey
- City of Tumwater
- Thurston County Public Works

This agreement will become especially helpful during a regional emergency, such as an earthquake. Local utility partners would likely be as affected as Olympia and unable to render assistance; thus, there is a need for the City to be part of a larger regional mutual aid network.

Neighborhood/Community Interests (if known):

This agreement is a benefit to the City of Olympia and its utility customers. Drinking water and wastewater utility operations staff could access needed equipment and resources during an emergency to ensure that vital drinking water and sewer services are maintained.

Options:

- Option 1. Approve a resolution authorizing the City Manager to sign a Mutual Aid and Assistance Agreement with the Washington State Water/Wastewater Agency Response Network. Declining to sign the agreement will hinder the City's ability to access and share resources with local utility partners during an emergency.
- Option 2. Do not sign the agreement. During a catastrophic emergency, the City of Olympia could struggle to maintain utility services resulting in disruption of water and sewer service.

Financial Impact:

There is no cost to participate. The agreement covers issues such as reimbursement and workers' compensation.

Attachments:

Resolution
Agreement
Website

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, FORMALLY APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT FOR WASHINGTON STATE FOR INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK (WAWARN).

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

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

WHEREAS, the City of Olympia operates water and wastewater systems; and

WHEREAS, WAWARN is a Water/Wastewater Agency Response Network that allows water and wastewater systems within Washington State to receive rapid mutual aid and assistance from other systems in an emergency.

WHEREAS, by executing the WAWARN standard mutual aid and assistance agreement (agreement) the City of Olympia will be allowed to share resources with any other utility system in Washington that have also signed the agreement; and

WHEREAS, the City of Olympia currently has mutual aid agreements with local utility partners; however, in the event of a natural or other disaster effecting this area, those local utility partners would likely be as effected as Olympia and unable to render assistance; thus there is a need for the City to be part of a larger regional mutual aid network, such as WAWARN, so that the City can receive aid from outside the immediate geographical area; and

WHEREAS, the WAWARN agreement is a mutual aid and assistance network that can provide the City of Olympia's water and wastewater utilities with the means to quickly obtain help in the form of personnel, equipment, materials, and associated services from other utilities to restore critical operations impacted during any type of emergency, big or small; and

WHEREAS, becoming a member of the WAWARN mutual aid and assistance network before an emergency occurs can make all the difference when our community's water or wastewater system needs help; and

WHEREAS, the WAWARN agreement includes provisions governing liability, workers' compensation, insurance, and reimbursement; and

WHEREAS, other benefits include increased emergency preparedness and coordination, and enhanced access to specialized resources; and

WHEREAS, utility responders, once notified, are typically on the ground within 24 hours;

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

The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the WAWARN 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 _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III ADMINISTRATION

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X
DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI
WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII
NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII
EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV
WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV TERMINATION

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI AMENDMENT

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

**ARTICLE XIX
GOVERNING LAW**

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

**ARTICLE XX
EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name

Approved as to form

By: MM Young
Attorney for Member
Michael M. Young
Please Print Name



WAWARN: Utilities Helping Utilities

WAWARN is a Water/Wastewater Agency Response Network that allows water and wastewater systems to receive rapid mutual aid and assistance from other systems in an emergency. Utilities sign the WARN standard agreement which then allows them to share resources with any other system in Washington that has also signed the agreement.

[2019 WARN Chairs Meeting](#)

America's Water Infrastructure Act (AWIA)

[America's Water Infrastructure Act Information](#)

Department of Homeland Security Guide

[DHS Pandemic Guide](#)

[Homeland Security References/Guidelines](#)

EPA WARN Video

EPA has developed a new video to increase water sector awareness of the Water/Wastewater Agency Response Network (WARN) initiative and attract new members to existing WARNs. Entitled "WARNs in Action", the video illustrates the types of events in which the mutual aid networks have been utilized and emphasizes the importance of water sector coordination during an emergency. Interviews with WARN representatives provide detail on particular benefits of WARN, explaining how the programs have reduced response time and saved utilities money during emergencies.

The video can be found on the WARN Home tab of the [Office of Water's Mutual Aid and Assistance webpage](#).

How to Join WAWARN

If your utility hasn't filled out the membership application:

1. Click on [Membership Application](#) to register your utility as a member and you will receive a confirming email.
2. After confirming your email, return to WAWARN, login and complete your full [Utility Profile](#).
3. Have your Mutual Aid Agreement signed either online or via paper copy. Submit paper copy to WAWARN, %Water/Irrigation, 2301 Fruitvale Blvd. Yakima, WA 98902.
4. Download the materials and attend local training provided by WAWARN on activation procedures.

For more information, please contact your regional or statewide chair (contact info on [Committees page](#))

[Mutual Aid Agreement - PDF](#)

[WAWARN Operational Plan](#)

[WAWARN Brochure](#)

About WAWARN

Based on other AWWA models, WAWARN is designed to provide a utility-to-utility response during an emergency.

The WAWARN Web site does this by providing its members with emergency planning, response, and recovery information before, during, and after an emergency. As the nationwide WARN system expands, it will become easier to provide mutual aid to other states as needed.

EPA Small Water System

EPA Small Water Systems are a vital component of WARN. This PDF resource describes the impact that small systems have on the strength of WARN.

National WARN

AWWA's website for Utilities Helping Utilities. Keep track of the progress on the national front. Website provides access to data and other resources associated with WARN.

WARNs in Action

WARNs in Action

How does a utility get assistance during an emergency?

The WAWARN member who needs help identifies the resources needed to respond. The WAWARN member can either directly contact a fellow WAWARN member who has the necessary resources or use a state specific process of requesting aid.

Through the WAWARN Web site, a member can request emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (eg. treatment plant operators) that they may need in an emergency.

Are member utilities require to respond and send resources?

There is no obligation to respond. It is up to the lending utility to determine if resources are available.

What role does the Agreement play?

During an emergency, the process and procedures to give and receive assistance are governed by articles in the WAWARN agreement. The agreement covers issues such as requesting assistance, giving assistance, reimbursement, workers' compensation, insurance, liability, and dispute resolution.

How is WARN different from an existing statewide mutual aid program managed by emergency management?

WAWARN agreements do not require a local declaration of emergency. Statewide programs do not include private utilities; WAWARN agreements do. Statewide agreements are managed by the state emergency management agency; WARN is managed by utilities.

The WAWARN program provides its member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide.

- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs.
- A forum for developing and maintaining emergency contacts and relationships.
- New ideas from lessons learned in disasters.

WAWARN Benefits

- **No cost to become a member**
- Increased emergency preparedness and coordination
- Enhance access to specialized resources
- A single agreement provides access to all member utilities statewide
- Provides access to resources during an emergency without precontractual limitations or retainer fees
- Signatories have a pre-established relationship under which they are able to share resources during an emergency at the discretion of each participating agency
- Is consistent with the National Incident Management System (NIMS)
- Provides a list of emergency contacts and phone numbers
- Reduces administrative conflicts
- Agreement contains indemnification and workers' compensation provisions to protect participating utilities, and provides for reimbursement of costs, as needed
- Increases hope that recovery will come quickly

There are two sides to this Web site. The public side is open to anyone to view. This side gives you basic information about WAWARN and how to join.

The second side, the resource database, is only open to members **who have signed the agreement**, and it is free!

Agencies



Associations





© 2020 Washington State Water/Wastewater Agency Response Network | For more information, please contact your regional or statewide chair (contact info on [committees page](#))



City Council

Approval of a Resolution Authorizing a Master Interlocal Agreement between LOTT Clean Water Alliance and the City of Olympia for Utility Maintenance and Repair Services

Agenda Date: 3/24/2020
Agenda Item Number: 4.N
File Number:20-0262

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

Title

Approval of a Resolution Authorizing a Master Interlocal Agreement between LOTT Clean Water Alliance and the City of Olympia for Utility Maintenance and Repair Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign a Master Interlocal Agreement between LOTT Clean Water Alliance and the City of Olympia for utility maintenance and repair services.

Report

Issue:

Whether to approve an Interlocal Agreement between LOTT Clean Water Alliance and the City of Olympia for Services.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works Water Resources, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia and the Lacey, Olympia, Tumwater, Thurston County (LOTT) Clean Water Alliance wish to enter into an Agreement that would enable the respective agencies to request and pay for utility maintenance work and repairs from each other. The goal of the Agreement is to facilitate the efficient sharing of operations and maintenance resources and expertise between the two agencies. Items that could be shared include services, equipment, staffing and materials.

Examples of typical work that could be performed under this Agreement include but are not limited to:

- Utility locating
- Valve exercising
- Pipe televising
- Pipe repair or replacement
- Casting replacement
- Pavement restoration (after the completion of utility work)

Any services/resources utilized would be charged to the respective agency on a reimbursable basis per project. Requests for services are submitted on a Task Order Form (included as Exhibit A of the Agreement) and the authorized official for the agency will sign the Form either accepting or rejecting the request. The authorizing official for LOTT is the Executive Director. The authorizing official for the City of Olympia is the City Manager.

If approved, the Agreement will be in effect for five years, unless terminated earlier as described in the Agreement. The maximum amount payable for work performed under the Agreement is \$100,000 per calendar year.

Neighborhood/Community Interests (if known):

No known concerns.

Options:

1. Approve a Resolution authorizing the City Manager to sign a Master Interlocal Agreement between LOTT Clean Water Alliance and the City of Olympia for utility maintenance and repair services. This allows access to additional resources and expedited repairs and maintenance.
2. Require Staff to amend the proposed Master Interlocal Agreement. This may require each agency to purchase new equipment or hire contract staff in order to meet the maintenance/repair needs of the infrastructure.

Financial Impact:

For the City, the funding would come from the applicable utility operating budgets.

Attachments:

Resolution
Agreement
Example Task Order Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE MASTER INTERLOCAL AGREEMENT BETWEEN LOTT CLEAN WATER ALLIANCE AND CITY OF OLYMPIA.

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, LOTT and the City wish to cooperate by providing staff support, equipment, and materials, when available, on a reimbursable basis for roadway, utility, and utility appurtenance maintenance or repair activities; and

WHEREAS, LOTT and the City will execute a Task Order Form each time resources are shared; and

WHEREAS, each Task Order will be signed by LOTT's Executive Director and the Olympia City Manager;

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

1. The Olympia City Council hereby approves the form of Master Interlocal Agreement between LOTT Clean Water Alliance and the City of Olympia and the terms and conditions contained therein.
2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia, the Master Interlocal Agreement, and any other documents necessary to execute said Services, 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 _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**MASTER INTERLOCAL AGREEMENT
BETWEEN LOTT CLEAN WATER ALLIANCE AND CITY OF OLYMPIA**

This Agreement is entered into in duplicate originals between the LOTT CLEAN WATER ALLIANCE, a 501(c)(3) corporation acting as a public agency to provide wastewater resource management services (hereinafter "LOTT"), and the CITY OF OLYMPIA, a municipal corporation (hereinafter "City"), pursuant to RCW 39.34.080.

WHEREAS, it is to the mutual advantage of LOTT and the City to cooperate as described herein in order to make the most efficient use of their resources to provide services and facilities needed by the citizens residing within their respective Jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

- 1.0 It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by providing staff support, equipment, and materials when available on a reimbursable basis for roadway, utility, and utility maintenance activities or cooperate on joint roadway, utility, and utility maintenance and repair projects. This will be done with the understanding that the work of the owner from whom resources have been requested takes priority.
- 1.1 This Agreement sets forth all terms and conditions agreed upon by LOTT and the City and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**II
DURATION**

- 2.0 This Agreement shall become effective as of the date of the last authorizing signature affixed

hereto upon recording with the Thurston County Auditor's Office or posting upon the websites or other electronically retrievable public source as required by RCW 39.34.040. This Agreement shall remain in effect for five (5) years unless terminated sooner as provided for herein. At the end of the five-year term, this Agreement may be renewed under those terms and conditions mutually agreed to by the parties.

III REQUEST FOR SERVICES

- 3.0 Each request for service shall be submitted by the authorized official or designee on behalf of each entity. Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, when the work is to be performed, and other information pertinent to the request on a Task Order form signed by their authorized official, an example of which is attached as Exhibit A. Upon receipt of the request, the party who has been requested to supply the service shall indicate their acceptance or rejection of the requested Task Order, have it signed by their authorized official, and return one (1) copy to the requesting party. The authorized official for LOTT is the Executive Director and for the City of Olympia is the City Manager. In cases of emergency, as declared in writing by the official at the requesting agency authorized to do so, the request and approval may be verbal, but must be agreed upon in a written Task Order within 48 hours of the verbal request.
- 3.1 The party that accepts the request for service agrees to perform, or cause to be performed, all work and furnish, or cause to be furnished, all materials and equipment required to procure and perform the work described in the Task Order. The work shall be procured and performed in accordance with this Agreement and all applicable city, state, and federal laws, policies, and regulations applicable to each Party, including but not limited to public works bid law.

IV PAYMENT

- 4.0 The parties to this Agreement agree that the party receiving services under this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs, which were estimated in the original Task Order, unless otherwise agreed to by both parties. It is agreed that any such payment will not constitute agreements as to the appropriateness of any item or to the reasonableness of the cost incurred. Neither party may incur costs on behalf of the other beyond that expressed in their written Task Order to perform services without first obtaining the requesting party's written consent.

- 4.1 The maximum amount payable for work to be performed under this Agreement is \$100,000 per calendar year.

V

RECORDS RETENTION AND AUDIT

- 5.0 During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the State and Federal Government. Copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period. The Parties agree that both shall comply with any requirements under the Washington Public Records Act and RCW 40.14 that exceed the six (6) year requirement described herein.

VI

REQUEST FOR USE OF EQUIPMENT/CARE AND MAINTENANCE OF EQUIPMENT

- 6.0 The parties agree that any time a request is made for the use of equipment, the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Any damage, other than normal wear and tear, will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. Requests shall be made in writing on the Task Order Form.

VII

RIGHT OF ENTRY

- 7.0 The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this Agreement.

VIII

RELATIONSHIP OF PARTIES

- 8.0 The employees or agents of each party who are engaged in the performance of this

Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity and no joint organization are created by this Agreement. No common budget is to be established. No personal or real property is to be jointly acquired or held.

**IX
HOLD HARMLESS AND INDEMNIFICATION**

- 9.0 The City shall hold harmless, indemnify, and defend LOTT, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the City's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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.
- 9.1 LOTT shall hold harmless, indemnify, and defend the City, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of LOTT's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes LOTT'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.
- 9.2 The City's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of LOTT, its officers, officials, employees or agents.
- 9.3 LOTT's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.
- 9.4 In the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees or agents.

- 9.5 In the event of the concurrent negligence of the parties, LOTT's obligations hereunder shall apply only to the percentage of fault attributable to LOTT, its officers, officials, employees or agents.
- 9.6 The provisions of this Section IX shall survive the expiration or termination of this Agreement and completion of the request for services.

X INSURANCE

- 10.0 Both parties shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party. Other insurance coverage that may be unique to the work performed will be included in the Task Order following the acceptance of a request to perform work, as more particularly referred to in Section III herein.
- 10.1 Both parties shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the other party upon request.
- 10.2 Both parties shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to each party.

XI TERMINATION

- 11.0 Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. In exercising its right to Termination, the Parties agree to act reasonably to minimize any costs associated with the overall project and the work specifically being undertaken pursuant to this Agreement.

**XII
LEGAL RELATIONS**

12.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

**XIII
ADMINISTRATION AND NOTICE**

13.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

The City's representative shall be the Public Works Director, PO Box 1967, Olympia, WA 98507- 1967, 360-753-8495.

LOTT's representative shall be the Contract Manager, 500 Adams Street NE, Olympia, WA 98501, 360-528-5718.

13.1 Any notice required under this Agreement shall become effective three (3) calendar days following the date of deposit in the United States Postal Service.

**XIV
CHANGES, MODIFICATIONS, AND AMENDMENTS**

14.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by the authorized officials of both parties hereto.

**XV
GOVERNING LAW AND VENUE**

15.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County,

Washington.

**XVI
WAIVER**

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

**XVII
SEVERABILITY**

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

**XVIII
EQUAL OPPORTUNITY TO DRAFT**

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

City of Olympia

LOTT Clean Water Alliance

By: Steven J. Burney
Its: Interim City Manager
Date: _____

By: Michael D. Strub
Its: Executive Director
Date: _____

ATTEST: _____
Debbie Sullivan, City Clerk

ATTEST: _____
Maegen McAuliffe, Corporate Secretary

Approved as to form

By: 
City Attorney



TASK ORDER

City of Olympia | Capital of Washington State

Project Manager	Project #	Pro-Law #	Task Order #	Contract Expiration Date:		Administration Use ONLY	
			1	Total Actual Amounts Paid	Budget Verified	Admin Staff	Date
Not-to-Exceed Amount	Task Order # 1 Amount	Total Contracted	Total Contract Remaining				
		\$ -	\$ -		Contract Terms Verified		

Contractor Name:

Contract Title: _____ **Start Date:** _____

Task Order Name:

Scope of Work:

Task Start Date: _____ **Task End Date:** _____ **Certificate of Insurance Expiration Date:** _____

TASK ORDER SUMMARY

Task Order #	Task Order Name	Task Order Amount	Actual Amount Paid
1			
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
Total contracted to date		\$ -	\$ -

City of Olympia Signatures: _____ Consultant Signatures: _____

By:

NOTES:

1. Task Orders must be compliant with the provisions of the contract.
2. Where a Task Order cannot be accommodated on the form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format must include all elements of this form for each item of work.



City Council

Approval of a Resolution Authorizing a General Interlocal Agreement between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water

Agenda Date: 3/24/2020
Agenda Item Number: 4.0
File Number:20-0233

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

Title

Approval of a Resolution Authorizing a General Interlocal Agreement between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign the General Interlocal Agreement between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water.

Report

Issue:

Whether to approve the updated General Interlocal Agreement between the Cities of Olympia, Lacey and Tumwater, Thurston County and the LOTT Clean Water Alliance for Distribution and Use of Reclaimed Water.

Staff Contact:

Erin Conine, Senior Program Specialist, Public Works/Water Resources, 360.570.3793.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In 2004, the LOTT Clean Water Alliance and the Cities of Lacey, Olympia and Tumwater, along with Thurston County, entered into an agreement for distribution and use of reclaimed water. To continue our work, the LOTT partners have updated the General Interlocal Agreement and Distribution

Methodology (Exhibit A) to better reflect the volumes of reclaimed water available for use.

The agreement serves to govern the production, distribution, and use of reclaimed water. The agreement is intended to assure compliance with Washington State reclaimed water regulations and state-issued permits as reclaimed water passes from LOTT to the partner jurisdictions, and then in some cases, to end user customers.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve a Resolution authorizing the City Manager to sign the General Interlocal Agreement between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water. The agreement will move forward between the jurisdictions as planned.
2. Approve a Resolution authorizing the City Manager to sign the General Interlocal Agreement between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water with Council modifications. Any Council modifications will need to be coordinated with the other jurisdictions and will take additional staff resources and time.
3. Do not approve the Resolution authorizing the City Manager to sign the General Interlocal Agreement between the LOTT Clean Water Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater for Distribution and Use of Reclaimed Water. The City of Olympia will not be able to use or distribute reclaimed water to its end users.

Financial Impact:

N/A

Attachments:

Resolution
Agreement
Distribution Methodology

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE GENERAL INTERLOCAL AGREEMENT BETWEEN THE CITIES OF OLYMPIA, LACEY AND TUMWATER, THURSTON COUNTY AND THE LOTT CLEAN WATER ALLIANCE FOR DISTRIBUTION AND USE OF RECLAIMED WATER.

WHEREAS, the Parties have for over 40 years cooperated successfully in planning, financing, constructing, and operating joint wastewater treatment and discharge facilities and services; and

WHEREAS, the LOTT Clean Water Alliance (LOTT) manages the regional wastewater treatment system for the benefit of the LOTT Partners and the ratepayers; and

WHEREAS, LOTT is the owner and operator of reclaimed water facilities that produce Class A reclaimed water and plans to build additional reclaimed water capacity in the future; and

WHEREAS, in RCW 90.46.005, the Washington State Legislature encourages the use of reclaimed water “to replace potable water in nonpotable applications, to supplement existing surface and ground water supplies, and to assist in meeting the future water requirements of the state”; and

WHEREAS, the LOTT Partners, with the exception of Thurston County, operate municipal water utilities that supply water that is ultimately discharged to the LOTT system and that will be reclaimed and made available for beneficial use in the public interest; Thurston County may operate a water utility in the future; and

WHEREAS, the LOTT Partners recognize LOTT, as the permittee, has responsibilities for ensuring that reclaimed water treatment, water quality, monitoring, reporting, recordkeeping, uses, and use locations meet the terms and conditions of the National Pollution Discharge Elimination System (NPDES) and State Reclaimed Water Permits; and

WHEREAS, LOTT and the LOTT Partners have determined that it is in the public interest to enter into a general agreement to establish policies and provide a framework for implementing distribution and use of reclaimed water and conserving the LOTT Partners’ potable water supplies; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Parties are authorized to jointly exercise the powers, privileges, and authority described herein. The Parties agree that they intend to act jointly to accomplish the purposes of this General Agreement. No separate legal entity is created by this General Agreement. LOTT will serve as administrative lead.

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

1. The Olympia City Council hereby approves the form of the General Interlocal Agreement between the Cities of Olympia, Lacey and Tumwater, Thurston County and the LOTT Clean Water Alliance for Distribution and Use of Reclaimed Water and the terms and conditions

contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the 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 _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**GENERAL INTERLOCAL AGREEMENT
BETWEEN THE LOTT CLEAN WATER ALLIANCE,
THURSTON COUNTY AND THE CITIES OF
LACEY, OLYMPIA AND TUMWATER
FOR DISTRIBUTION AND USE OF RECLAIMED WATER**

This agreement (“General Agreement”) is entered into as of the date set forth in Section 10 below by and between the LOTT Clean Water Alliance (“LOTT”), Thurston County, and the Cities of Lacey, Olympia, and Tumwater, each a “Party” and together referred to as the “Parties.”

1. RECITALS

WHEREAS:

- 1.1 The Cities of Lacey, Olympia, Tumwater, and Thurston County (the “LOTT Partners”) have for over 40 years cooperated successfully in planning, financing, constructing, and operating joint wastewater treatment and discharge facilities and services; and
- 1.2 In 2000, the LOTT Partners entered the Interlocal Cooperation Act Agreement for Wastewater Management by the LOTT Wastewater Alliance (“Interlocal Cooperation Act Agreement”) to enable further cooperative actions to develop additional capacity by and through LOTT, a nonprofit corporation created, funded, and controlled by the LOTT Partners; and
- 1.3 Pursuant to the Interlocal Cooperation Act Agreement, LOTT is implementing the LOTT Wastewater Resource Management Plan (“WRMP”) including development of reclaimed water and groundwater recharge facilities located throughout the LOTT service area; and
- 1.4 LOTT manages the regional wastewater treatment system for the benefit of the LOTT Partners and the ratepayers; and
- 1.5 LOTT is the owner and operator of reclaimed water facilities that produce Class A reclaimed water and plans to build additional reclaimed water capacity in the future; and
- 1.6 In RCW 90.46.005, the Washington State Legislature encourages the use of reclaimed water “to replace potable water in nonpotable applications, to supplement existing surface and ground water supplies, and to assist in meeting the future water requirements of the state”; and

- 1.7 The Legislature further finds, in RCW 90.46.005, that “use of reclaimed water constitutes the development of new basic water supplies needed for future generations”; and
- 1.8 LOTT has been issued a National Pollution Discharge Elimination System (NPDES) Permit for the Budd Inlet Wastewater and Reclaimed Water Plant and a State Reclaimed Water Permit for the Martin Way Reclaimed Water Plant by the State of Washington. Pursuant to RCW 90.46 and WAC 173-219, these permits authorize LOTT to produce Class A reclaimed water; and
- 1.9 The LOTT Partners, with the exception of Thurston County, operate municipal water utilities that supply water that is ultimately discharged to the LOTT system and that will be reclaimed and made available for beneficial use in the public interest; Thurston County may operate a water utility in the future; and
- 1.10 This General Agreement will effectuate the purposes of the Reclaimed Water Act, Ch. 90.46 RCW, implement the Reclaimed Water Rule (WAC 173-219) developed by the Washington State Departments of Health and Ecology pursuant to the Reclaimed Water Act, and implement the NPDES and State Reclaimed Water Permits issued to LOTT by enabling the LOTT Partners to replace the use of potable water for non-potable applications; and
- 1.11 LOTT and the LOTT Partners will coordinate on water supply planning as required by the Reclaimed Water Act (RCW 90.46.120); and
- 1.12 LOTT has conducted extensive environmental review under the State Environmental Policy Act of the reclaimed water project including issuance of a Wastewater Resource Management Plan Final Programmatic Environmental Impact Statement dated December 1996, a Final Supplemental Environmental Impact Statement dated November 1998, and environmental evaluations for individual facilities; and
- 1.13 The LOTT Partners recognize LOTT, as the permittee, has responsibilities for ensuring that reclaimed water treatment, water quality, monitoring, reporting, recordkeeping, uses, and use locations meet the terms and conditions of the NPDES and State Reclaimed Water Permits; and
- 1.14 LOTT and the LOTT Partners have determined that it is in the public interest to enter into a general agreement to establish policies and provide a framework for implementing distribution and use of reclaimed water and conserving the LOTT Partners’ potable water supplies; and
- 1.15 Pursuant to Chapter 39.34 RCW, the Parties are authorized to jointly exercise the powers, privileges, and authority described herein. The Parties agree that they intend to act jointly to accomplish the purposes of this General Agreement. No

separate legal entity is created by this General Agreement. LOTT will serve as administrative lead.

2. DEFINITIONS

- 2.1 “Class A Reclaimed Water” means reclaimed water that meets State Class A criteria established in the Reclaimed Water Rule (WAC 173-219), as it may be amended from time to time.
- 2.2 “Delivery Point” means the physical location(s) where LOTT transfers reclaimed water to a LOTT Partner for distribution or use. The term includes any points of withdrawal or diversion identified in the future by the Parties to recover reclaimed water stored underground and/or conveyed along a surface water body.
- 2.3 “End User” means a person or entity that puts reclaimed water to one or more End Uses. End Users may include LOTT, a LOTT Partner that uses reclaimed water, or a person or entity that receives reclaimed water from a LOTT Partner.
- 2.4 “End User Agreement” means an agreement between a LOTT Partner and an End User concerning terms and conditions of reclaimed water supply and use. If the End User is the LOTT Partner, the terms and conditions of reclaimed water supply and use are set forth in the Supply Agreement between LOTT and the LOTT Partner and a separate End User agreement for that LOTT Partner’s use is not required.
- 2.5 “End Uses” means the beneficial uses for which reclaimed water may be used consistent with LOTT’s NPDES and State Reclaimed Water Permits and the Reclaimed Water Rule including, but not limited to, commercial and industrial uses, irrigation, groundwater recharge, stream flow augmentation, and other environmental enhancement or restoration.
- 2.6 “Increment” means any substantive new volume of reclaimed water added to the system, through design and construction of new treatment capacity or through other means, such as operational adjustments, and includes initial development of each new Class A Reclaimed Water facility or each addition of new reclaimed water capacity to a previously built facility.
- 2.7 “In-Ground Stored Water” means reclaimed water stored underground by recharge, surface percolation, or otherwise that is intended for recovery and beneficial use. This is also referred to as Aquifer Storage and Recovery.
- 2.8 “National Pollution Discharge Elimination System Permit or NPDES Permit” means the wastewater permit use authority issued by the state, under federal guidelines. The reclaimed water use permit authority of the state is included in the

same permit for LOTT's NPDES Permit No. WA0037061, which governs the Budd Inlet Treatment Plant and the Budd Inlet Reclaimed Water Plant.

- 2.9 "Net Reuse Capacity" means the amount of reclaimed water from each increment available for reuse by the Partners, generally determined by the estimated production value, minus LOTT reuse needs. Net Reuse Capacity is intended to reflect the actual available volume, rather than the future planned volume.
- 2.10 "Reclaimed Water Distribution Agreement" means an agreement among the Parties that distributes available reclaimed water among the LOTT Partners consistent with the Reclaimed Water Distribution Methodology attached hereto as Exhibit A.
- 2.11 "Reclaimed Water Rule" means the rule given in WAC 173-219, and which governs the permitting, production, use, and distribution of reclaimed water in Washington State.
- 2.12 "State Reclaimed Water Permit" means the reclaimed water use permit authority issued by the State. The State Reclaimed Water Permit No. ST 6206 governs the Martin Way Reclaimed Water Plant. Additional State Reclaimed Water Permits may be issued to LOTT for future reclaimed water facilities.
- 2.13 "Supply Agreement" means an agreement between LOTT and a LOTT Partner that provides for LOTT to supply the Partner with reclaimed water from a LOTT reclaimed water production facility under terms and conditions consistent with this General Agreement.

3. REGIONAL RECLAIMED WATER POLICIES

- 3.1 LOTT's Permits, Responsibility, and Rights. The Parties agree that LOTT's primary responsibility is to provide adequate and reliable wastewater treatment and discharge services and system capacity, consistent with the terms of the NPDES and State Reclaimed Water Permits. In implementing this General Agreement, the Parties agree that compliance with LOTT's NPDES and State Reclaimed Water Permits takes precedence over supply and beneficial use. To the extent feasible, LOTT will specify in Supply Agreements the nature of the rights it reserves to itself for the purpose of compliance with its NPDES and State Reclaimed Water Permits.
- 3.2 Beneficial Use Goal. Subject to LOTT's NPDES and State Reclaimed Water Permits, the Reclaimed Water Rule, and regulatory compliance, the Parties agree that the overriding policy goal of this General Agreement is beneficial use of reclaimed water, including conservation and mitigation of potable water supplies, recharge of aquifers, and other environmental enhancements. Accordingly, use of reclaimed water takes precedence over generation of revenue. The LOTT

Partners receiving reclaimed water will demonstrate a good faith commitment to use the water and facilitate distribution of the water in the best interests of their communities.

- 3.3 **Region-Wide Accessibility Goal.** Consistent with the Wastewater Resource Management Plan and subsequent LOTT Capital Improvement Programs, the Parties reaffirm their intent to make reclaimed water available and accessible to all of the LOTT Partners for beneficial use. Prior to authorizing the construction of each Increment, the LOTT Board of Directors shall consider treatment capacity needs, conveyance capacity needs, timing considerations, cost-benefit, availability of committed or clearly identified needs for the water, impact on future facility requirements, alternative methods for achieving region-wide access, and other policy considerations.
- 3.4 **Intent to Preserve Exclusive Rights.** For any reclaimed water that is not immediately taken at a Delivery Point by a LOTT Partner, the Parties intend to preserve and maintain LOTT's exclusive rights to that reclaimed water as a future water resource and for the benefit of the LOTT Partners. Among other steps, the Parties intend to pursue programs or projects that result in groundwater replenishment for the purpose of water rights mitigation and/or wetland/streamflow augmentation for the purpose of water rights mitigation or watershed enhancement. The Parties intend for LOTT and/or LOTT Partner(s) to obtain mitigation or other credits for such efforts where appropriate. The Parties may also pursue projects for In-Ground Stored Water/Aquifer Storage and Recovery.
- 3.5 **Supply Roles and Responsibilities.** Except for use of reclaimed water by LOTT, as described in this section, the Parties intend for the LOTT Partners to serve as the suppliers and to regulate the delivery and use of reclaimed water to and by End Users. LOTT will reserve water needed for its own uses at LOTT facilities, uses intended to mitigate permit provisions and water quality requirements, demonstration projects, uses that are not feasible for the LOTT Partners to serve, and special projects approved by the LOTT Board of Directors. LOTT will not serve as a retail supplier of reclaimed water to any End Users unless requested by a LOTT Partner or unless such supply is needed for permit or water quality mitigation purposes. The Parties intend for the LOTT Partners to adopt reclaimed water ordinances, as described in section 5a of this General Agreement, to govern the supply of reclaimed water to End Users.
- 3.6 **Distribution Responsibility and Flexibility.** The Parties intend for the LOTT Partners receiving reclaimed water supply to take the lead roles in developing distribution programs and facilities and, in doing so, to assume responsibility for meeting the terms and conditions of LOTT's State Reclaimed Water Permits as they apply to distribution and End Use of the water. The Parties recognize that specific End Uses or patterns of End Uses may vary among the LOTT Partners,

and that two or more Parties may join together for distribution programs and facilities that provide mutual benefit.

- 3.7 LOTT Partners as End Users. The Parties further intend that the LOTT Partners may also use reclaimed water for their own purposes, consistent with the End Uses and End User requirements of the Reclaimed Water Rule and LOTT's NPDES and State Reclaimed Water Permits.
- 3.8 Involvement with End Users. The Parties intend for LOTT to become involved with the LOTT Partners' End User customers only to provide technical or other assistance at the request of a LOTT Partner or as a last resort to ensure permit compliance.

4. SUPPLY OF RECLAIMED WATER

- 4.1 Supply Agreements. For each reclaimed water production facility built by LOTT, the Parties intend for LOTT to enter a Supply Agreement with each participating LOTT Partner regarding reclaimed water produced at that facility. Supply Agreements will contain provisions that further common policy and regional accessibility goals (set forth in sections 3.2 and 3.3 of this General Agreement), and enable provision of reclaimed water service to customers across jurisdictional boundaries on generally consistent terms and conditions.
- 4.2 Reclaimed Water Distribution Methodology. The Parties agree that the primary responsibility for water supply planning and distributing available reclaimed water to End Users rests with the LOTT Partners. Accordingly, the LOTT Partners will jointly negotiate the distribution of reclaimed water available from each LOTT facility, as prescribed in the Reclaimed Water Distribution Methodology attached hereto as Exhibit A and incorporated herein by reference. The Parties shall execute binding Reclaimed Water Distribution Agreements documenting negotiated distributions or be bound by the fallback distribution percentages as prescribed in Exhibit A.
- 4.3 LOTT Uses. With respect to beneficial use and supply of reclaimed water, the Parties agree that use by LOTT has priority over supply of reclaimed water to the LOTT Partners in event of limited supply, subject to the specific provisions of a Supply Agreement concerning quantities of water for LOTT's use and for distribution or use by LOTT Partners.
- 4.4 LOTT Partner Supplies. LOTT agrees that it will provide Class A Reclaimed Water to one or more LOTT Partner(s) under terms and conditions specified in Supply Agreements, subject to terms and conditions that ensure full and continuous compliance with LOTT's NPDES permit and State Reclaimed Water Permits, the Reclaimed Water Rule, and other applicable law.

4.5 **Supply Responsibilities.** A Supply Agreement shall specify responsibilities for the reclaimed water production and distribution according to the following general principles.

(a) **LOTT Responsibilities.** LOTT shall maintain control over, and be responsible for, all facilities and activities relating to the production of reclaimed water and distribution to Delivery Points or LOTT-owned use sites including groundwater recharge basins to ensure that reclaimed water facilities operate as approved by the Washington Departments of Health and Ecology. LOTT's responsibility for distribution of the reclaimed water, as to its quality (except as noted in subsection 4.5(b) below), disposition, or otherwise, ends at the Delivery Point(s).

(b) **LOTT Partner Responsibilities.** Each LOTT Partner's responsibility for distribution of the reclaimed water, as to its quality (to the extent altered while under direct control of the LOTT Partner), disposition, or otherwise, begins at the Delivery Point(s). The LOTT Partners shall maintain control over, and be responsible for, all facilities and activities relating to the distribution of the reclaimed water to their End Users or Partner-owned use sites including groundwater recharge basins.

4.6 **Terms of Distribution.** A Supply Agreement will provide for the terms of use and distribution of the reclaimed water by the LOTT Partners. A Supply Agreement will also provide for LOTT to supply and a LOTT Partner to obtain reclaimed water from a LOTT facility.

4.7 **Construction and Funding Responsibilities.** For a particular reclaimed water facility or project, LOTT will construct and fund LOTT facilities and the LOTT Partners will construct and fund their respective facilities. This General Agreement shall not preclude future negotiations or considerations among the Parties with regard to funding or construction responsibilities for development of reclaimed water supply or distribution of reclaimed water.

5. SALE TO END USERS

Pursuant to a Supply Agreement, the Parties agree that a LOTT Partner utility may sell reclaimed water received from LOTT to any of its End User customers under the following additional conditions.

(a) **Reclaimed Water Ordinance.** The City Council or Board of Commissioners of the LOTT Partner has adopted a reclaimed water ordinance providing for reclaimed water service to End Users, the lawful use of reclaimed water, and enforcement authority through service termination, penalties, and other appropriate means. This ordinance shall

not include any provision in conflict with requirements in the LOTT NPDES or State Reclaimed Water Permits, or Reclaimed Water Rule.

- (b) End User Agreement. The End User has signed a binding reclaimed water End User Agreement with the LOTT Partner utility. The Parties intend for the LOTT Partners' End User Agreements to be materially consistent with this General Agreement and the Supply Agreements and as to permit and regulatory compliance, and the form of the End User Agreement will be attached to the reclaimed water Supply Agreement between LOTT and the LOTT Partner. The binding reclaimed water service agreement shall set forth terms and conditions including legal rights and responsibilities; regulatory compliance provisions required by the Washington State Departments of Health or Ecology; provisions enabling enforcement action as necessary to ensure regulatory compliance; and other necessary or appropriate terms and conditions.

6. SHARING OF INFORMATION

The Parties agree, to the fullest extent permitted by law, to exchange information about all aspects of reclaimed water programs and projects including but not limited to operations, maintenance, customer comments, metering data, water quality analyses, and regulatory compliance.

7. POLICY COORDINATION

The Parties recognize an ongoing need to cooperatively address reclaimed water policy, and distribution and use issues on a regional basis. The LOTT Technical Sub-Committee (TSC) will be responsible for assuring that issues are addressed on a timely and coordinated basis. To accomplish that goal, the TSC may choose to appoint a subcommittee to address reclaimed water matters and make recommendations for TSC consideration. As needed, the TSC will propose policies, agreements and/or other actions for referral to the LOTT Board of Directors. For policy recommendations that affect all the Parties, the LOTT Board of Directors may make recommendations to the LOTT Partner jurisdictions. LOTT shall have the responsibility of coordinating the Committee's activities.

8. DISPUTE RESOLUTION

Each Party shall negotiate in good faith and use its best efforts to resolve any dispute which may arise. If a dispute cannot be resolved initially by designated representatives for each Party, the designated representatives shall prepare a joint statement describing the dispute and refer the dispute to the TSC. If the dispute is not resolved after consultation with the TSC, then the designated representatives shall refer the dispute to

the LOTT Executive Director, the City Managers, and the County Chief Administrative Officer. These officials shall meet and confer regarding the issue. If they are unable to resolve the dispute, then the designated representatives shall bring the matter before the LOTT Board. At a Board meeting, the LOTT Board shall consider the issues and attempt to resolve the dispute. Only upon failure to resolve the dispute through such negotiations may a Party institute legal action.

9. INDEMNIFICATION

To the maximum extent permitted by law, each Party shall protect, defend, indemnify, and hold harmless each other Party and their officials and employees from and against all claims, demands, suits, actions, costs, damages, liability, or loss of any kind whatsoever arising from the acts or omissions of the indemnifying Party and its officials, employees, agents, and contractors. The indemnifying Party specifically assumes the defense of actions brought by its own employees against the other Parties and for that purpose the indemnifying Party specifically waives, insofar as it defends another party, any immunity under the Worker's Compensation Act, RCW Title 51. The indemnifying Party recognizes that this waiver was the subject of mutual negotiation and is expressly entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each Party. This indemnification shall survive the termination of this General Agreement.

10. TERM OF AGREEMENT & WITHDRAWAL

This General Agreement shall become effective on the first date when all of the following events have occurred: i) it has been duly executed by all of the Parties; ii) it has been filed with the Thurston County Auditor pursuant to RCW 39.34.040; and iii) it has been approved by the State Departments of Health and Ecology pursuant to RCW 39.34.050. The term of this General Agreement shall commence on the effective date and remain in effect until terminated by action of the Parties. LOTT may not withdraw from this General Agreement. A LOTT Partner may withdraw from this General Agreement after giving 180 days written notice to the other Parties. A LOTT Partner may not withdraw from this General Agreement without also withdrawing from (or other termination of) any Supply Agreements then in effect to which that Partner is a party. When a LOTT Partner withdraws from this General Agreement, the remaining Parties will promptly meet and negotiate the disposition of the withdrawing LOTT Partner's share under the reclaimed water distribution methodology (Exhibit A).

11. MISCELLANEOUS

11.1 This General Agreement shall be governed by the laws of the State of Washington. The exclusive jurisdiction and venue for any lawsuit between the

Partners arising out of this General Agreement shall be in Thurston County Superior Court.

- 11.2 The Parties expressly do not intend to create any right, obligation, or liability, or promise any performance, to any third party. The Parties have not created any right for any third party to enforce this General Agreement.
- 11.3 It is the belief of the Parties that all provisions of this General Agreement are lawful. If any covenant or provision of this General Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision, or part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this General Agreement. In such event, the Parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such covenant or provision, or renegotiation of the terms of the General Agreement.
- 11.4 Waiver of any breach of any provision of this General Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this General Agreement.
- 11.5 This General Agreement shall be binding on a Party's assigns and successors. A Party may not assign its rights or delegate its duties under this General Agreement in any respect without the written consent of the other Parties.
- 11.6 This General Agreement embodies the Parties' entire agreement on the issues covered by it, except as supplemented or modified by subsequent written agreements signed by all of the Parties. All prior negotiations and draft written agreements are merged into and superseded by this General Agreement.

IN WITNESS WHEREOF, each Party has caused this General Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

LOTT Clean Water Alliance:

By _____

Its _____

Date: _____

Approved as to form:

By _____

City of Lacey:

By _____

Its: _____

Date: _____

Approved as to form:

By _____

City of Olympia:

By _____

Its: _____

Date: _____

Approved as to form:

By  _____

City of Tumwater:

By _____

Its: _____

Date: _____

Approved as to form:

By _____

Thurston County:

By _____

Its: _____

Date: _____

Approved as to form:

By _____

Exhibit A (Revised)
General Interlocal Agreement
Between the LOTT Clean Water Alliance,
Thurston County and the Cities of Lacey, Olympia, and Tumwater
For Distribution and Use of Reclaimed Water

Reclaimed Water Distribution Methodology

Introduction

LOTT treats a portion of the regional wastewater flow to Class A reclaimed water standards as part of an overall strategy for meeting the wastewater management needs of LOTT's Partner jurisdictions. LOTT operates under the Wastewater Resource Management Plan, which outlines a strategy for building new reclaimed water capacity in increments over time, "just in time" as that capacity is needed. The Class A Reclaimed Water is a resource that is made available to LOTT's Partner jurisdictions (Partners) for reuse.

This Distribution Methodology describes the mechanism by which each of the Partners can be assured a share of the reclaimed water resource. Each of the three Partner cities operates a water utility for supply and distribution of potable water and each has developed utility procedures to allow for the distribution and use of reclaimed water. Although Thurston County currently does not operate a wastewater utility providing water that reaches the LOTT system, this distribution process recognizes that such a relationship could exist in the future. This Methodology is designed to provide the Partners with some assurance of access to current and future increments of reclaimed water to facilitate the planning and investments necessary for distribution and reuse of the resource.

The original Distribution Methodology was finalized in 2005, memorializing reclaimed water allocations to each of the Partner cities that were negotiated in 2004. Those negotiations were based on simplified assumptions concerning the amount of reclaimed water that would be available to the Partners. Much has been learned since then about the operation of LOTT's reclaimed water facilities, reclaimed water demand, and projections of future wastewater capacity needs. This, in turn, resulted in adjustments to LOTT's plans for future reclaimed water facilities.

This update to the Distribution Methodology is intended to document what has changed since the original Methodology was completed and provide a revised set of assumptions regarding current and future available reclaimed water supply. This update also acknowledges that conditions are continually changing, and as such, this Methodology will require review and revision in the future.

Original Reclaimed Water Plans and Negotiations

Four reclaimed water facilities were originally envisioned as part of the Wastewater Resource Management Plan. Increments of treatment capacity were planned over time at 1.0 million gallons per day (MGD) increments. Based on capacity projections at the time, multiple increments of reclaimed water capacity totaling 5.0 MGD were expected to be on-line within the span of just over a decade. Based on those assumptions, negotiations were completed in

2004 to allocate the reclaimed water between the Partners. The following table, which reflects the results of those negotiations, was included in the original 2005 Distribution Methodology. These negotiations were based primarily on the proximity of each facility to the Partners and the objective that allocations to each Partner would ultimately be proportional to the amount of flow each contributed to the wastewater system (by 2050 or full build-out).

Table 1. Negotiated Reclaimed Water Distributions, 2005

Facility	Year On-Line	Volume Produced	LOTT Reserve	Volume Available	Lacey Percent	Lacey MGD	Olympia Percent	Olympia MGD	Tumwater Percent	Tumwater MGD
<i>First Increments:</i>										
Budd Inlet	2004	1.00	0.54	0.46	0.0%	0.00	100.0%	0.46	0.0%	0.00
Martin Way	2007	1.00	0.25	0.75	60.0%	0.45	40.0%	0.30	0.0%	0.00
Tumwater	2014	1.00	0.25	0.75	0.0%	0.00	0.0%	0.00	100.0%	0.75
Chambers Prairie	2016	1.00	0.25	0.75	60.0%	0.45	40.0%	0.30	0.0%	0.00
Increment 1 Subtotals		4.00	1.29	2.71	33.2%	0.90	39.1%	1.06	27.7%	0.75
<i>Second Increments:</i>										
Martin Way	2007	1.00	0.00	1.00	100.0%	1.00	0.0%	0.00	0.0%	0.00
Increment 2 Subtotals		1.00	0.00	1.00	100.0%	1.00	0.0%	0.00	0.0%	0.00
Totals		5.00	1.29	3.71	51.2%	1.90	28.6%	1.06	20.2%	0.75

All volumes are listed in million gallons per day (MGD)

Capacity Planning

LOTT conducts continual planning to assess capacity needs and completes biennial planning cycles to develop both a near-term and long-term Capital Improvements Plan (CIP). Additional reclaimed water production is incorporated into LOTT’s CIP to meet future capacity needs. The schedule for design and construction of new increments of reclaimed water production capacity is subject to change based on overall wastewater capacity needs that are influenced by population growth projections, rate of conversions of area septic systems to the sewer system, and regulatory changes, such as changes to LOTT’s NPDES discharge permit for the Budd Inlet Treatment Plant. Results of the Reclaimed Water Infiltration Study and the recent update to the state-level Reclaimed Water Rule may also influence future reclaimed water plans, including the level of treatment provided.

Opportunities for multiple community benefits also influence planning for future reclaimed water increments. Wastewater management needs remain the primary driver for the timing, location, and treatment level for future increments. However, benefits to LOTT Partners and the broader community are also taken into account. As stated in the General Interlocal Agreement for Distribution and Use of Reclaimed Water between LOTT and the Partners, the availability of “committed or clearly identified users” in a given area may be considered in decisions about the timing and location of reclaimed water increments. Thus, it is incumbent upon the Partners to provide such information to LOTT in conjunction with LOTT’s capacity assessment planning efforts.

Since the original negotiations in 2004, projections of LOTT's future capacity needs have changed dramatically in response to several factors, including updated projections of population growth, more accurate data on per capita wastewater generation rates, revised rates of septic system conversion, and improved treatment performance. By 2016, LOTT had incorporated this new information into its annual capacity assessment. This analysis indicated that LOTT would not need to expand reclaimed water capacity for many years, and then, only in small increments at each of the two existing reclaimed water plants, rather than at the four locations originally envisioned. The 2016 analysis assumed a total of 6 MGD of reclaimed water treatment capacity would be needed by 2050; with 3 MGD of existing capacity and 3 MGD of new capacity. This represents the current understanding of future capacity needs, however, LOTT and the Partners recognize that conditions are continually changing and this projection is also subject to change.

Volumes Available for Reuse

Since 2004, much has also been learned regarding wastewater treatment capacity, reclaimed water production capacity, LOTT's reuse needs, and reuse needs of various end users, all of which differ substantially from original expectations. Negotiations for reclaimed water allocations were based on a simplistic view of treatment capacity increments. These were generalized round numbers that served as the basis of design for the treatment facilities – 1 MGD at the Budd Inlet Reclaimed Water Plant (BIRWP) and 2 MGD at the Martin Way Reclaimed Water Plant (MWRWP).

Once the facilities were in operation, it became apparent that these volumes did not reflect actual production. At the MWRWP, wastewater flows entering the facility fluctuate diurnally based on water use patterns, dipping below the 2 MGD rate at low use times of day. The facility was not designed to equalize fluctuating flows. Together, these factors contribute to daily production volumes less than the 2 MGD originally anticipated. Maintenance activities, such as scheduled clean-in-place cycles, repairs, and upgrades, and operational issues, like process upsets, further reduce the volume of water produced. These types of issues also affect reclaimed water production capacity at the BIRWP, though source flow is not an issue.

The volume of reclaimed water available for reuse by the Partners is also affected by LOTT's reuse needs. The General Interlocal Agreement for Distribution and Use of Reclaimed Water between LOTT and the Partners and Supply Agreements between each of the Partners and LOTT acknowledge that LOTT's uses of reclaimed water take priority over supply of reclaimed water to the Partners. LOTT's uses were estimated at the time of the original negotiations, and LOTT reserve volumes were established for each facility. Operational realities again differ from what was envisioned at the time of negotiations. Once the BIRWP, MWRWP, and the Hawks Prairie Ponds and Recharge Basins were operational, it became apparent that LOTT's reuse needs had been underestimated.

LOTT uses reclaimed water from the BIRWP for decorative and recreational water features at its Regional Services Center and East Bay Public Plaza, along with landscaping irrigation and toilet flushing at both locations and cleaning and process water within the Budd Inlet Treatment Plant. Reclaimed water from the MWRWP is used at the plant and the Martin Way Pump Station for cleaning, process water, and irrigation. It also supports the wetland ponds and

irrigation at the Hawks Prairie site and is used for groundwater recharge at that location. Evaporative losses from the wetland ponds at the Hawks Prairie site are significant and lead to a number of issues when pond levels are low, including loss of wetland plants, accelerated warming of pond water, and associated blooms and die-off of algae and other aquatic vegetation, which in turn causes odor issues and complaints from members of the public who recreate at the site. Excessive plant growth and die-off also contributes to gradual loss of hydraulic capacity as the ponds fill with organic material, which exacerbates the issues. To minimize these issues, LOTT uses reclaimed water to replace evaporative losses and maintain adequate water levels in the wetland ponds.

Actual reclaimed water production volumes and LOTT’s reuse needs were not adequately understood until recent years, when the Partner cities’ demand for reclaimed water grew and supply limitations became apparent. The term Net Reuse Capacity (NRC) is now used to refer to the volume of reclaimed water from each increment that is actually available for reuse by the Partners. To determine the NRC, LOTT must first identify how much water it expects to produce, operational considerations that may limit production, and the amount LOTT needs to reserve for its own uses. The remaining volume, or NRC, is available for distribution.

Table 2 summarizes the actual production volumes, LOTT’s reserve needs, and the resulting NRC for each reclaimed water production facility. The values are provided in ranges because there are many factors that affect each volume. At the MWRWP, actual production volumes vary due to source flow volumes and quality, process upsets, and maintenance activities. LOTT’s reuse needs from that facility fluctuate based on process issues like foaming at the MWRWP (reclaimed water is used to counteract, or wash down, the foam) and weather, which drives rates of evaporation from the wetland ponds at the Hawks Prairie site. At the BIRWP, source flow is always available, but the facility is operated based on demand, with production ramping up in the irrigation season when reuse is at its highest. This system includes a one million gallon storage tank, which can supplement peak demands. For this reason, available supply from this facility at times exceeds the NRC. The NRC values listed in this table represent the Parties’ best understanding of the volumes of reclaimed water available for reuse by the Partners, however, LOTT and the Partners recognize that conditions are continually changing and NRC values are also subject to change.

Table 2. Reclaimed Water Net Reuse Capacity

	Budd Inlet Reclaimed Water Plant	Martin Way Reclaimed Water Plant
Actual Production and Use		
Production	0.55-1.26	1.10-1.63
LOTT Use	0.55-0.77	0.41-0.57
Net Reuse Capacity (NRC)	0.00-0.71	0.53-1.22
Storage Volume	0.00-1.00	None

All volumes are listed in million gallons per day (MGD)

Supply Agreements and Side Agreements

Supply Agreements have been established between LOTT and each Partner, and these agreements serve multiple purposes. First, they memorialize the allocation of reclaimed water to the Partner from the specific production facility – either the BIRWP or MWRWP. Second, the agreements establish responsibilities of LOTT and the Partners to ensure compliance with LOTT’s permit requirements throughout the chain of reclaimed water treatment, distribution, reuse, and/or recharge. Table 3 summarizes the reclaimed water volumes memorialized in Supply Agreements, and in side agreements between the Partners.

Table 3. Supply Agreements as of 2017

	Budd Inlet Reclaimed Water Plant	Martin Way Reclaimed Water Plant
Original Expectations and Negotiations		
LOTT Reserve	0.54	0.25
Supply Agreement between LOTT and Lacey	-	1.45
Supply Agreement between LOTT and Olympia	0.46	0.30
Production Volume	1.0	2.0
Adjustment to Address Tumwater Access to Resource		
<i>Side Agreement between Olympia and Tumwater</i>	<i>0.40</i>	
Supply Agreement between LOTT and Tumwater	0.50	
Reserved by Olympia from Olympia Supply Agreement	0.06	
Total Committed through Supply Agreements	0.56	1.75

All volumes are listed in million gallons per day (MGD)

The reclaimed water volumes listed in the Supply Agreements do not, in all cases, reflect accurately the volumes of water currently available to the Partners for reuse. For example, the Supply Agreement between LOTT and Lacey for the MWRWP indicates that LOTT “shall make available up to 1,450,000 gallons per day” to the City, but that full volume of water, while allocated to Lacey through past negotiations, is more than the NRC and will not likely be available to Lacey until the MWRWP is expanded to treat an additional increment of water. In that sense, the volumes memorialized in the Supply Agreements recognize allocations that may not be fully realized until some point in the future.

Original negotiations were based on assumptions that access to reclaimed water would be dependent on the Partners’ proximity to each production facility. Lacey and Olympia were assumed to have access to reclaimed water from the MWRWP and Olympia was assumed to have sole access to reclaimed water from the BIRWP. It was assumed that Tumwater would not have access to reclaimed water until a future satellite facility was constructed in the Tumwater area. For that reason, Olympia was allocated the full 0.46 MGD expected to be available from

the BIRWP. In 2012, however, a reclaimed water conveyance line was constructed from the BIRWP to Tumwater, opening up the possibility of irrigating the Tumwater Municipal Golf Course with reclaimed water. Because Olympia did not have uses established for their full allocation, a side agreement was negotiated between Olympia and Tumwater to allow Tumwater to access up to 400,000 gallons per day of Olympia’s allocation from the Budd Inlet Reclaimed Water Plant. This side agreement then formed the basis for a Supply Agreement between LOTT and Tumwater, stating that Tumwater could receive up to 0.50 MGD (0.40 MGD of Olympia’s allocation and 0.10 MGD of uncommitted, yet available, reclaimed water supply). This arrangement has been sufficient to meet Tumwater’s current reuse need, but due to the temporary nature of the side agreement, it does not afford Tumwater the same level of assurance as exists for the other Partners.

Discrepancies in Distribution Volumes

Table 4 provides an overview of existing reuse by each of the Partners. These values were derived from 2016 reuse data. They were then refined to account for potential recharge rates at the cities’ Woodland Creek Groundwater Recharge Facility. Actual reuse volumes vary year to year due to weather, groundwater levels, and other factors.

Table 4. Reclaimed Water Use as of 2017

	Budd Inlet Reclaimed Water Plant	Martin Way Reclaimed Water Plant
Existing Partner Uses		
Lacey – Woodland Creek Recharge Facility		0.25-0.75
Olympia – Woodland Creek Recharge Facility		0.05-0.15
Olympia – Department Enterprise Services	0.03	
Olympia – Port of Olympia	0.03	
Olympia – City of Olympia	0.01	
Tumwater – Golf Course	0.40-0.60	
Total of Partner Uses	0.47-0.67	0.30-0.90

All volumes are listed in million gallons per day (MGD)

In comparing negotiated allocations, volumes memorialized in Supply Agreements, existing Partner reuse, and NRC, it becomes clear there are discrepancies in some of these values. Those discrepancies are summarized in Table 5.

For the MWRWP, the resource appears to be over-allocated by 0.53 MGD when comparing both the negotiated allocations and Supply Agreement volumes to the maximum NRC. This discrepancy was due to a combination of factors, most notably that production volume was originally overestimated, and LOTT’s reserve volume was underestimated. When compared to existing reuse data, however, the available supply, or NRC, is sufficient to meet the current reuse needs of the Partners.

For the BIRWP, NRC exceeds the current reuse needs of the Partners. It also exceeds both the negotiated allocations and the Supply Agreement volumes. The end result is that there is an uncommitted volume of 0.25 MGD from the BIRWP available to allocate through negotiation.

Table 5. Discrepancies Based on Actual Supply and Demand

	Budd Inlet Reclaimed Water Plant	Martin Way Reclaimed Water Plant
Discrepancies		
Maximum Net Reuse Capacity vs. Supply Agreements	+0.15	-0.53
Maximum Net Reuse Capacity vs. Negotiated Allocations	+0.25	-0.53
Maximum Net Reuse Capacity vs. Actual Use	+0.04	0.32

All volumes are listed in million gallons per day (MGD)

Long-Term Reclaimed Water Planning

In 2010, the City of Lacey identified in the “City of Lacey Comprehensive Water Right Mitigation Plan” and the City of Olympia identified in the “City of Olympia and Nisqually Indian Tribe, McAllister Wellfield Mitigation Plan” the reclaimed water quantities needed for all phases of water rights mitigation. Although the quantity of reclaimed water currently (2018) available to Lacey and Olympia from the MWRWP is adequate to meet each of the Cities’ current mitigation requirement, it will not be adequate for the third phase of water rights mitigation. Thus, Lacey and Olympia have an interest in gaining access within the next decade to their maximum allocation as listed in the Supply Agreement (up to 1.75 MGD from the MWRWP). Similarly, the City of Tumwater is developing a water right mitigation plan that will be dependent in part on access to more reclaimed water. The Cities’ mitigation need is one example of a clearly identified use that may be considered in decisions about the timing and means of developing additional reclaimed water supply. However, it may be a situation in which a Partner’s need for reclaimed water as a resource is more urgent than LOTT’s overall system capacity needs. In that case, creative approaches may need to be considered, including the possibility that the Partner might fund, in whole or in part, expansion of reclaimed water production capacity or optimization of an existing facility.

LOTT is conducting a master planning effort beginning in 2018. It involves two phases, the second of which will be an update of the long-range plan for overall wastewater system capacity, focusing on expansion of reclaimed water production, conveyance, and disposition. This work will provide opportunity to consider the Cities of Lacey and Olympia’s need for additional reclaimed water, as well as needs of the other Partners, within the context of an overall system strategy. Some of the options to be evaluated as part of this effort include construction of flow equalization at the MWRWP, construction of the 3rd increment at the MWRWP, conveyance of source flow from the Budd Inlet Plant to the MWRWP, and more. The planning effort is expected to be complete in 2020.

Updates to Reclaimed Water Allocations

This update to the Distribution Methodology does not involve a re-negotiation of previously allocated reclaimed water volumes from the BIRWP or the MWRWP. However, it does adjust assumptions regarding future reclaimed water production facilities, acknowledging that there

are likely to be only the two existing reclaimed water production facilities for the foreseeable future, rather than the four facilities originally envisioned.

This update also includes the results of negotiation for the uncommitted volume of reclaimed water from the BIRWP (0.25 MGD). Tumwater has committed, clearly identified, established uses for reclaimed water, but lacks a formal allocation. During 2018 negotiations, Lacey and Olympia acknowledged that they did not have need of the uncommitted volume and all agreed that Tumwater will receive that allocation. This provides Tumwater with more permanent access to a portion of their existing reuse needs, though continuation of the side agreement with Olympia is necessary to fulfill the remainder of their existing reuse need.

Table 6 summarizes the updated allocations and replaces the distribution table completed in 2005 (Table 1). Table 6 reflects the original reclaimed water allocations for both Lacey and Olympia from both reclaimed water production facilities and the new allocation from the BIRWP for Tumwater.

Table 6. Negotiated Reclaimed Water Allocations, 2018

Facility	Year On-Line	Lacey MGD	Olympia MGD	Tumwater MGD
Budd Inlet Reclaimed Water Plant	2004	0.00	0.46	0.25
Martin Way Reclaimed Water Plant	2006	1.45	0.30	0.00
Totals		1.45	0.76	0.25

All volumes are listed in million gallons per day (MGD)

Future Updates to the Distribution Methodology

The Distribution Methodology must be updated in the future to reflect changes in reclaimed water facility planning and other factors. LOTT and the Partners are responsible for updating the document, which may include negotiating distributions of future reclaimed water increments. The Partners recognize that this initial update was overdue, and that future updates should be completed in a timely manner to ensure the document remains relevant and reflective of actual conditions. The Partners agree to begin the next update of the Distribution Methodology when one or more of the following conditions apply:

- LOTT determines a course of action for responses to completion of the Budd Inlet/Capitol Lake Total Maximum Daily Load (TMDL) study that involves additional reclaimed water production capacity;
- LOTT moves the next increment of reclaimed water production capacity into the project design phase or additional reclaimed water becomes available through other means, such as operational adjustments;
- Partner or LOTT demand for reclaimed water changes substantially in response to some specific condition;
- Any one Partner demonstrates to the LOTT Board of Directors a need for an update.

If none of these conditions apply by 2025, the Partners agree to consider completing an update to the Distribution Methodology document at that time. The Partners may choose, however, to

further postpone the update if at that time, there is still much uncertainty in plans for future reclaimed water increments.

The Partners also agree to negotiate future allocations in good faith, and to consider multiple objectives in their negotiations. Those objectives, and their relative priority, may change over time in step with changing conditions. They include:

- Reconcile the discrepancies between current Supply Agreement volumes and available supply.
 - For the Martin Way Reclaimed Water Plant, this may involve allocating the next available increments to resolve shortfalls for Lacey and Olympia.
 - For the Budd Inlet Reclaimed Water Plant, this may involve allocating the next available increment to Tumwater to eliminate the need for the side agreement between Olympia and Tumwater.
- Address anticipated demand for reclaimed water, allocating resource to the Partners based on definitive or highly likely end uses.
- Consider the issue of equitable access to the resource, using the fallback distribution proportions described below as a gauge for assessing proportional distribution.

It is possible that one or more of these objectives may conflict with the others, or with LOTT’s wastewater management needs. For example, a new large-scale irrigation end use could play a role in meeting regulatory requirements to reduce discharge to Budd Inlet. However, that new end use may not be located within the service area of the Partner that is “due” an allocation to meet the objective of equitable access to the resource. LOTT’s capacity needs must be factored into future negotiations and may ultimately supersede other negotiation objectives.

Fallback Distribution Proportions

The LOTT Partners recognize that equitable access to the reclaimed water resource is of interest to each jurisdiction. For that reason, this methodology establishes distribution proportions based on each Partner’s long-term projected contribution to the LOTT system. These percentages can be used to help inform future negotiations and, if necessary, as a “fallback” proportion for distribution of added increments of capacity in the event that distribution negotiations between the Partners are not successful.

TRPC population and employment projections are used to estimate each Partner’s long-term projected contribution to the LOTT system. The percentage allotments are based on TRPC’s 2050 population and employment forecasts converted into equivalent residential units (ERUs) for LOTT planning purposes. This approach is consistent with other long-range water and sewer planning data used by LOTT and the LOTT Partners.

Based on the 2050 planning forecasts available in 2017, the corresponding reclaimed water distribution for each of the LOTT Partners is:

Lacey	39.6%
Olympia	42.7%
Tumwater	17.7%
Thurston County	0.0%

The Parties recognize that the TRPC population and employment forecasts and related wastewater flow projections are planning estimates only and will change over time. For that reason, the fallback percentages may be revisited and, if necessary, readjusted prior to future negotiations and other updates to the Distribution Methodology. Such adjustments will not affect distribution agreements already in effect.

Agreements and Approvals

The negotiated (or fallback) distribution volumes will serve as the basis for future Supply Agreements between LOTT and each of the Partners as additional reclaimed water capacity is developed and reclaimed water not addressed through existing Supply Agreements becomes available for use.

Interim Uses

Because planning, funding limitations, and/or infrastructure requirements may delay a Partner's ability to put some or all of its allocated reclaimed water to use, the Partners reserve the right to allow some or all of their share of water to be temporarily used by another Partner(s) until it is actually needed. Such interim use may be negotiated among the affected Partners. Such an agreement is currently in place between Olympia and Tumwater.

Renegotiation Opportunities

The Parties recognize that needs and circumstances may change as they gain continued experience with distribution and use of reclaimed water. Accordingly, flexibility to adjust distributions is needed. Renegotiations of the reclaimed water distributions for any increment can occur at any time if all of the participating Partners agree.

The Partners also recognize that LOTT's long-range capacity needs are subject to change. It is possible that LOTT may need to produce substantially more reclaimed water than the increments currently planned or that LOTT may produce a higher quality of water than Class A. Negotiations for new or different increments can occur at any time if all of the participating Partners agree.

Flexibility in adjusting to realities of reclaimed water distribution may also result in desires to exchange other benefits as substitutes for reclaimed water. Accordingly, the Parties agree that they may exchange alternative benefits, including but not limited to financial benefits or substitute water supplies, in place of reclaimed water distributions. Alternative benefits may be considered as distributions are negotiated or renegotiated.



City Council

Approval of a Resolution Authorizing an Amendment to a Drinking Water State Revolving Fund Loan Agreement Between the City of Olympia and Washington State Department of Health for Elliott Reservoir Seismic Upgrades

Agenda Date: 3/24/2020
Agenda Item Number: 4.P
File Number:20-0263

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

Title

Approval of a Resolution Authorizing an Amendment to a Drinking Water State Revolving Fund Loan Agreement Between the City of Olympia and Washington State Department of Health for Elliott Reservoir Seismic Upgrades

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign an amendment to the Drinking Water State Revolving Fund (DWSRF) loan agreement for the Elliott Reservoir Seismic Upgrades.

Report

Issue:

Whether to approve the Drinking Water State Revolving Fund Loan for the Elliott Reservoir Seismic Upgrades.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works Water Resources, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements. The DWSRF program provides federal and state funds through low-interest construction loans to publicly owned (municipal) and privately-owned drinking water systems. These loans help pay for capital improvements that protect public health and improve

compliance with drinking water regulations.

In 2018, the Department of Health (DOH) awarded the City a \$1,515,000 DWSRF construction loan for a capital facilities project that will provide seismic retrofits to the Elliott Reservoir. The project is underway. The current condition of the Elliott Reservoir has been assessed and verified to require retrofit. Design work for the retrofit is currently underway. Construction of the retrofits to bring the reservoir up to standard seismic codes is anticipated to proceed this winter. This work will protect the City's drinking water supply by mitigating the risk of the collapse of the reservoir in an earthquake event.

At the time the original loan was executed, the "Time of Performance" term was erroneously set at 24 months. It should have been 48 months. Time of performance sets forth the amount of time the City must complete the project. The proposed amendment will correct the loan's time of performance length.

Neighborhood/Community Interests (if known):

The Elliott Reservoir is key to sustaining the supply of drinking water and fire protection water to approximately three-quarters of the Westside.

Options:

1. Approve a Resolution authorizing the City Manager to sign an amendment to the Drinking Water State Revolving Fund (DWSRF) loan agreement for the Elliott Reservoir Seismic Upgrades.
 - Project continues to proceed as planned. The City protects the drinking water supply for West Olympia by mitigating risk from future seismic activity.
 - Compliance with Olympia's Water System Plan is maintained, ensuring the City fulfills commitments made to the State Department of Health.
2. Do not approve the resolution, reject the loan and direct staff to investigate other potential funding sources for the project.
 - Investigating other potential funding sources will delay construction.

Financial Impact:

Total cost for this project is approximately \$1.5 million dollars. Funding for this project is through the Drinking Water Utility (Utility), largely with a low-interest loan from the Washington DWSRF. The loan amount is \$1,515,000, financed at a 1.5% interest rate over 20 years. Loan payments of approximately \$88,000 will be due annually on October 1. The loan allows the utility to smooth capital expenditures and moderate rate increases. The Utility has the funds to make these payments for the duration of the loan period. With the loan, there are sufficient funds in the budget to complete this project.

Attachments:

Resolution
Contract Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA WASHINGTON,
APPROVING AN AMENDMENT TO A DRINKING WATER STATE REVOLVING FUND
LOAN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE
DEPARTMENT OF HEALTH FOR ELLIOTT RESERVOIR SEISMIC UPGRADES**

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements; and

WHEREAS, the DWSRF program provides federal and state funds through low-interest construction loans for municipal owned drinking water systems to help pay for capital improvements that protect public health and improve compliance with drinking water regulations; and

WHEREAS, the Department of Health (DOH) awarded the City a \$1,515,000 DWSRF construction loan for a capital facilities project that will provide seismic retrofits to the Elliott Reservoir; and

WHEREAS, this project will assess the current condition of the Elliott Reservoir and design and construct retrofits to bring the reservoir up to standard seismic codes, which will protect the City's drinking water supply by mitigating the risk of the collapse of the reservoir in an earthquake event; and

WHEREAS, the DWSRF construction loan will cover the cost of the project; and

WHEREAS, the time of performance of the original DWSRF loan agreement was erroneously entered as twenty-four (24) months, rather than forty-eight (48) months;

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

1. The Olympia City Council hereby approves the amendment to the DWSRF Loan Agreement between the City of Olympia and Department of Health for Elliott Reservoir Seismic Upgrades and the terms and conditions contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the amendment to the DWSRF Loan Agreement for the Elliot Reservoir Seismic Upgrades, 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 Loan Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



CONTRACT AMENDMENT

1. NAME OF CONTRACTOR City of Olympia	2. CONTRACT NUMBER DOH Contract #DWL23454
1a. ADDRESS OF CONTRACTOR (STREET) P.O. Box 1967 Engineering Coordinator	2a. AMENDMENT NUMBER 1
1b. CITY, STATE, ZIP CODE Olympia, WA 98507-4511	
3. <input checked="" type="checkbox"/> THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.	
4. <input type="checkbox"/> THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.	
5. <u>DESCRIPTION OF AMENDMENT:</u> The purpose of this amendment is to extend the notice to proceed date to September 1, 2020 and to correct the Time of Performance on the Declarations page from 24 months to 48 months from Contract start date (date of last signature) to Project Completion Date. 5a. <u>Declaration Page:</u> Revised and attached hereto and incorporated herein. 5b. <u>Period of Performance:</u> remains unchanged through 10/01/2038. 5c. <u>The Effective Date of this Amendment:</u> is the Date of Execution.	
6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.	
7. <input type="checkbox"/> This is a unilateral amendment. Signature of contractor is not required below. <input checked="" type="checkbox"/> Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.	
8. CONTRACTOR SIGNATURE (also, please print/type your name)	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

APPROVED AS TO FORM:

CITY ATTORNEY

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name: City of Olympia
Loan Number: DWL23454
Award Year: 2016
State Wide Vendor Number: 0008653

3.2. PROJECT INFORMATION (PROJECT)

Project Title: Elliot Reservoir Seismic Upgrades
Project Location (City or County): Thurston County
Project State: Washington
Project Zip Code: 98507

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount: **\$1,515,000.00**
Loan Fee (Included in loan amount if applicable): **\$15,000.00**
Principal Loan Forgiveness %: **0%**
Loan Term: 20 years
Interest Rate: 1.5%
Payment Month(s): **October 1st Annually**
Earliest Date for Construction Reimbursement: One year nine months prior to contract execution
Time of Performance: **48 months from Contract start date (date of last signature) to Project Completion date.**

Notice to Proceed: 18 months from Contract start date (date of last signature)

3.5. FUNDING INFORMATION

Total Funds from BORROWER: To be determined
Source(s) of Funds from Borrower, with assigned amounts per source: To be determined
Total State Funds: To be determined
Total Amount of Federal Award (as applicable): To be determined
Total Amount of Loan: **\$1,515,000.00**
Federal Award Date: To be determined
Federal Award ID # (FAIN): To be determined
Amount of Federal Funds Obligated by this Action: To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A



City Council

Approval of a Resolution Authorizing an Interlocal Agreement between the Cities of Olympia, Lacey, Tumwater and the LOTT Clean Water Alliance for Sanitary Sewer Emergency Response Mutual Aid

Agenda Date: 3/24/2020
Agenda Item Number: 4.Q
File Number:20-0264

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement between the Cities of Olympia, Lacey, Tumwater and the LOTT Clean Water Alliance for Sanitary Sewer Emergency Response Mutual Aid

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign an Interlocal Agreement between the Cities of Olympia, Lacey, Tumwater and the LOTT Clean Water Alliance for Sanitary Sewer Emergency Response Mutual Aid.

Report

Issue:

Whether to approve a resolution authorizing an Interlocal Agreement between the Cities of Olympia, Lacey, Tumwater and the LOTT Clean Water Alliance for Sanitary Sewer Emergency Response Mutual Aid.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works Water Resources, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In the event of a sanitary sewer overflow emergency, mutual assistance and cooperation among the LOTT Clean Water Alliance (LOTT) and LOTT's four partner jurisdictions will provide a higher level of service to all the customers in each respective service area. The Agreement enables jurisdictions and LOTT to share resources, gives guidance on tracking and reimbursing costs, and enhances

communications during and after these events.

Examples of typical equipment that could be shared under this agreement include:

- Pumping and bypass equipment, including generators
- Vactor truck
- Excavator, front-end loader, and/or dump truck
- Trench shoring

If approved, the Agreement will be in effect for five years, unless terminated earlier as described in the Agreement.

Neighborhood/Community Interests (if known):

No known concerns. LOTT and the Cities of Lacey and Tumwater support this agreement in order to provide regional support during emergencies.

Options:

1. Approve a Resolution authorizing the City Manager to sign an Interlocal Agreement between the Cities of Olympia, Lacey, Tumwater and the LOTT Clean Water Alliance for Sanitary Sewer Emergency Response Mutual Aid. This provides ability to predictably respond to emergencies.
2. Do not approve an Interlocal Agreement between LOTT Partner Jurisdictions for Emergency Response Mutual Aid. Instead, decide during an emergency event how and where to obtain additional resources if needed.

Financial Impact:

Unknown, but costs for all labor, equipment and other direct costs associated with such assistance are reimbursable.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF OLYMPIA, LACEY, AND TUMWATER AND THE LOTT CLEAN WATER ALLIANCE FOR SANITARY SEWER EMERGENCY RESPONSE MUTUAL AID.

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

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

WHEREAS, LOTT owns and operates the Budd Inlet Wastewater Treatment facility, permitted under Chapter 90.48 RCW as a Publicly Owned Treatment Works (POTW); and

WHEREAS, LOTT owns, operates, and maintains a system of sewers, pump stations, and pressure mains tributary to the POTW; and

WHEREAS, Tumwater, Olympia, and Lacey (Hereafter "Cities") own, operate, and maintain systems of sewers, pump stations, and pressure mains tributary to the LOTT system and POTW; and

WHEREAS, the LOTT and Cities systems are interconnected, with the Cities' sewers, pump stations, and pressure mains feeding the LOTT sewers, pump stations, and pressure mains en route to the POTW, and

WHEREAS, in January 2001, the U.S. Environmental Protection Agency (USEPA) prepared a notice of proposed rulemaking which would have required LOTT to develop a Sanitary Sewer Overflow Emergency Response Plan (SSOERP) as one of the major components of the Capacity, Management, Operation and Maintenance (CMOM) standard permit condition. Although the proposed rulemaking was later withdrawn from the Federal Register, the USEPA has continued to incorporate CMOM in its permitting guidance. In January 2005 the USEPA published a Guide for Evaluating CMOM at Sanitary Sewer Collection Systems which reiterates the requirement for SSOERP; and

WHEREAS, in both the 2001 rulemaking proposal and the 2005 Guide, the USEPA has stressed coordination and cooperation between neighboring jurisdictions. The 2001 proposal includes a requirement for satellite communities to either be covered by the rules and regulations of the POTW National Pollutant Discharge Elimination System (NPDES) permit, or to obtain individual

NPDES permits of their own. This would require each of the LOTT partner jurisdictions to develop and maintain SSOERP's, or integrate their system into the LOTT SSOERP; and

WHEREAS, mutual assistance and cooperation among LOTT and LOTT's four partners will provide a higher level of service to all the customers in each respective service area. It will help limit the extent and potentially damaging effects of sanitary sewer overflows to property and human health. It will allow for a coordinated response to the adverse impact of natural disasters and events, such as earthquake and storms, on the proper function of either party's sewer collection and transmission system. In particularly sensitive areas, the team approach can make a difference in limiting sanitary sewer overflow impacts on wildlife, natural resources, and the local economy. Finally, an increased level of assistance and cooperation will limit reliance on Contractor support during the initial containment phase of a sanitary sewer overflow, allowing a measured allocation of financial resources.

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the Cities of Olympia, Lacey, and Tumwater, and the LOTT Clean Water Alliance for sanitary sewer emergency response mutual aid and the terms and conditions contained therein.
2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia, the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

When recorded return to:
LOTT Clean Water Alliance
500 Adams Street NE
Olympia, WA 98501

**INTERLOCAL AGREEMENT
BETWEEN
THE CITIES OF OLYMPIA, LACEY, TUMWATER AND THE LOTT CLEAN
WATER ALLIANCE
FOR
SANITARY SEWER EMERGENCY RESPONSE MUTUAL AID**

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

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

Whereas, LOTT owns and operates the Budd Inlet Wastewater Treatment facility, permitted under Chapter 90.48 RCW as a Publicly Owned Treatment Works (POTW); and

Whereas, LOTT owns, operates, and maintains a system of sewers, pump stations, and pressure mains tributary to the POTW; and

Whereas, Tumwater, Olympia, and Lacey (Hereafter "Cities") own, operate, and maintain systems of sewers, pump stations, and pressure mains tributary to the LOTT system and POTW; and

Whereas, the LOTT and Cities systems are interconnected, with the Cities' sewers, pump stations, and pressure mains feeding the LOTT sewers, pump stations, and pressure mains en route to the POTW, and

Whereas, in January 2001, the U.S. Environmental Protection Agency (USEPA) prepared a notice of proposed rulemaking which would have required LOTT to develop a Sanitary Sewer Overflow Emergency Response Plan (SSOERP) as one of the major components of the Capacity, Management, Operation and Maintenance (CMOM) standard permit condition. Although the proposed rulemaking was later withdrawn from the Federal Register, the USEPA has continued to incorporate CMOM in its permitting guidance. In January 2005 the USEPA published a Guide for Evaluating CMOM at Sanitary Sewer Collection Systems which reiterates the requirement for SSOERP; and

Whereas, in both the 2001 rulemaking proposal and the 2005 Guide, the USEPA has stressed coordination and cooperation between neighboring jurisdictions. The 2001 proposal includes a requirement for satellite communities to either be covered by the rules and regulations of the POTW National Pollutant Discharge Elimination System (NPDES) permit, or to obtain individual NPDES permits of their own. This would require each of the LOTT partner jurisdictions to develop and maintain SSOERP's, or integrate their system into the LOTT SSOERP; and

Whereas, mutual assistance and cooperation among LOTT and LOTT's four partners will provide a higher level of service to all the customers in each respective service area. It will help limit the extent and potentially damaging effects of sanitary sewer overflows to property and human health. It will allow for a coordinated response to the adverse impact of natural disasters and events, such as earthquake and storms, on the proper function of either party's sewer collection and transmission system. In particularly sensitive areas, the team approach can make a difference in limiting sanitary sewer overflow impacts on wildlife, natural resources, and the local economy. Finally, an increased level of assistance and cooperation will limit reliance on Contractor support during the initial containment phase of a sanitary sewer overflow, allowing a measured allocation of financial resources.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITIES and THE LOTT CLEAN WATER ALLIANCE (LOTT) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow CITIES and LOTT to share resources and provide mutual aid in the event of a sanitary sewer overflow emergency, or other Major Disruption of sewer service, in either party's jurisdiction.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

Capacity, Management, Operation and Maintenance (CMOM): The use of widely accepted wastewater industry practices to manage, operate, and maintain collection systems, including the investigation of capacity-constrained areas of the collection system and responding to sanitary sewer overflow (SSO) events.

Major Disruption: An event or disaster, such as a power outage, earthquake, storm, tsunami, or flood, that results or could result in the collapse, breakdown, and/or inability of the sewer collection and transmission system to function as designed without the use of significant additional equipment and labor not normally allocated to the routine operation and maintenance of the system.

National Pollutant Discharge Elimination System (NPDES): A provision of the Clean Water Act which prohibits discharge of pollutants into waters of the United States unless a special permit is issued by EPA, a state, or, where delegated, a tribal government on an Indian reservation.

Requesting Party: Party requesting assistance with a sanitary sewer overflow event arising in that party's jurisdiction.

Responding Party: Party to whom a request for assistance with a sanitary sewer overflow event is made.

Sanitary Sewer Overflow Event (or Emergency): While there is no industry-accepted or USEPA-approved definition of a sanitary sewer overflow event, for the purposes of this agreement it is generally accepted to be the imminent or actual occurrence of sewage overflows from any part of a wastewater collection and transmission system operated by either party that discharges sewage onto the ground, and/or into a surface water or storm water system.

Sanitary Sewer Overflow Emergency Response Plan (SSOERP): The most current Plan each party has in place to address sanitary sewer overflow events.

III. Scope of Agreement/Work

Any party to this Agreement may request mutual aid from any other party to this Agreement to assist in response and containment of sanitary sewer overflow events, or a Major Disruption, including efforts to avoid such an event from occurring, arising in either party's respective jurisdiction. The nature of assistance will vary depending on the circumstances of the event, but may include mutual aid in the form of personnel and/or

equipment. In the event mutual aid is desired, the following process shall generally be followed:

A. Requests for Mutual Aid. All requests for aid shall be directed to staff of the respected jurisdictions pursuant to the "Notice" section (Section XV) of this agreement.

B. Response to a Request for Mutual Aid. Participation in responding to the other party's Major Disruption is voluntary and at the sole discretion of the Responding Party. Each party is responsible for protecting its own constituency and jurisdiction. The parties to this Agreement shall not be liable to any other party, or be considered to be in breach of or default under this Agreement, for denying a request to respond.

Upon receiving a request for aid, the Responding Party shall:

1. Determine whether or not personnel and/or equipment is available to respond and let the Requesting Party know, as soon as possible, if they will respond;
2. Assign personnel and apparatus in accordance with availability;
3. Dispatch the designated apparatus with instructions to report to the person designated and authorized by the party requesting such aid to supervise the response effort.

C. Operational Command and Control. Overall responsibility for operational command and control of the event remains at all times with the Requesting Party. The Responding Party is responsible for the care and custody of its own personnel and equipment.

IV. Request for Loan of Vehicles and/or Equipment

Any party (borrowing party) may make a request to borrow vehicles and/or equipment from the other party, when appropriate for that party to provide services, subject to the terms of this Agreement. This Agreement creates no obligations. Loaning vehicles and/or equipment is entirely voluntary.

The parties to this Agreement recognize that the responsibility of each party is to serve its own jurisdiction. If, during the loan period, the vehicle and/or equipment is needed by the party from whom equipment and/or vehicles have been loaned (loaning party), the borrowing party shall immediately relinquish custody back to the loaning party.

Training

The loaning party shall provide training on how to properly use the vehicle and/or equipment by a person qualified to provide such training. Necessary training over one hour in duration will be paid by the borrowing party at the rate of the salary and benefits of the person providing the training.

Transfer of Custody

Transfer of custody occurs when the loaning party relinquishes physical control of the vehicle and/or equipment to the borrowing party, without an operator provided by loaning party.

No Representations/Warranties

The loaning party makes no representations or warranties about the vehicle and/or equipment to the borrowing party. The borrowing party is solely responsible for inspecting the vehicle and/or equipment and determining that it is fit for the purpose for which it is to be used.

Routine Maintenance

Loans of up to thirty (30) days in duration: The loaning party will remain responsible for the cost of any routine maintenance of the vehicle and/or equipment during this period. The borrowing party and loaning party will coordinate to ensure that all necessary maintenance is performed while the vehicle and/or equipment is in the custody of the borrowing party.

Loans of thirty (30) days or more in duration: The borrowing party will be responsible for the cost of any routine maintenance of the vehicle and/or equipment during this period. The borrowing party and loaning party will coordinate to ensure that all necessary maintenance is performed while the vehicle and/or equipment is in the custody of the borrowing party.

- V. **Information Sharing & Public Records Requests.** CITIES and LOTT agree to provide each other with the latest maps of each others' sewer systems in a mutually acceptable electronic format at least once each year. In addition, each party agrees to provide the other with any SSOERP within ninety (90) days of adoption and/or amendment.

The parties mutually agree that documents shared between them may be sensitive and that certain records may be exempt from public disclosure under RCW 42.56.420 or other applicable law. The parties, therefore, agree to take all appropriate steps to ensure that such information and records are not shared beyond the parties to this Agreement. In the event LOTT or CITIES receives a public records request for documents that could reasonably be exempt from disclosure, the party receiving the request agrees to consult with the other party about how best to respond, prior to releasing records. If the parties disagree about disclosure, the party responding to the public disclosure request will provide notice adequate to allow the other party time to seek an injunction prohibiting release of the records, should the other party wish to do so.

VI. Reimbursement for Assistance

The Responding Party shall track and account for all labor, equipment and other direct costs associated with such assistance, and submit its expenses to the Requesting party within 30 days of the event.

Equipment Damage. Each party shall be responsible for any repair and/or damage done to its own vehicles or equipment as a result of participation in a mutual aid incident, except when damage is as a result of the other party's negligence.

VII. Method of Payment

Payment will be made by the Requesting Party within thirty (30) days of receipt of a properly detailed expense invoice from the Responding Party.

VIII. Indemnification

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

IX. Dispute Resolution

In the event of any dispute, the parties shall first attempt to resolve the issues through mediation prior to filing any action in court.

X. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

XI. Duration of Agreement

This Agreement shall stay in effect unless otherwise terminated in the manner described under the termination section of this Agreement.

XII. Termination of Agreement

This Agreement may be terminated upon sixty (60) days notice to the other parties using the method of notice provided for in this Agreement.

XIII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by CITIES and LOTT and supersedes any and all prior agreements, oral or otherwise, with respect to the subject matter addressed herein.

XIV. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XV. Notice

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

CITY OF OLYMPIA
Attn: Water Resources Director
PO Box 1967
Olympia, WA 98507-1967

CITY OF TUMWATER
Attn: Director of Public Works
555 Israel Road S.W.
Tumwater, WA 98501

CITY OF LACEY
Attn: Wastewater Supervisor
1200 College Street SE
Lacey, WA 98503

LOTT CLEAN WATER ALLIANCE:
Attn: Facilities Director
500 Adams Street NE
Olympia, WA 98501

XVI. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVII. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA

Interim City Manager

Date: _____

Approved as to form:



Deputy City Attorney

LOTT CLEAN WATER ALLIANCE

Executive Director

Date: _____

Approved as to form:

Attorney

CITY OF LACEY

City Manager

Date: _____

Approved as to form:

City Attorney

CITY OF TUMWATER

Mayor (or Mayor Pro Tem)

Date: _____

Approved as to form:

City Attorney



City Council

Approval of a Resolution Authorizing an Amendment to a Drinking Water State Revolving Fund Loan Agreement Between the City of Olympia and Washington State Department of Health for Fir Street Reservoirs Seismic Upgrades

Agenda Date: 3/24/2020
Agenda Item Number: 4.R
File Number:20-0265

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

Title

Approval of a Resolution Authorizing an Amendment to a Drinking Water State Revolving Fund Loan Agreement Between the City of Olympia and Washington State Department of Health for Fir Street Reservoirs Seismic Upgrades

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign an amendment to the Drinking Water State Revolving Fund (DWSRF) loan agreement for the Fir Street Reservoirs Seismic Upgrades.

Report

Issue:

Whether to approve the Drinking Water State Revolving Fund Loan for the Fir Street Reservoirs Seismic Upgrades.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works Water Resources, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements. The DWSRF program provides federal and state funds through low-interest construction loans to publicly owned (municipal) and privately owned drinking

water systems. These loans help pay for capital improvements that protect public health and improve compliance with drinking water regulations.

In 2018, the Department of Health (DOH) awarded the City a \$1,515,000 DWSRF construction loan for a capital facilities project that will provide seismic retrofits to the Fir Street Reservoirs. The project is underway. The current condition of the Fir Street Reservoirs has been assessed and verified to require retrofit. Design work for the retrofit is currently underway. Construction of the retrofits to bring the reservoir up to standard seismic codes is anticipated to proceed this winter. This work will protect the City's drinking water supply by mitigating the risk of the collapse of the reservoir in an earthquake event.

At the time the original loan was executed, the "Time of Performance" term was erroneously set at 24 months. It should have been 48 months. Time of performance sets forth the amount of time the City must complete the project. The proposed amendment will correct the loan's time of performance length.

Neighborhood/Community Interests (if known):

The Fir Street Reservoirs are key to sustaining the supply of drinking water and fire protection water to all of downtown and approximately half of the Eastside.

Options:

1. Approve a Resolution authorizing the City Manager to sign an amendment to the Drinking Water State Revolving Fund (DWSRF) loan agreement for the Fir Street Reservoirs Seismic Upgrades.
 - Project continues to proceed as planned. The City protects the drinking water supply for West Olympia by mitigating risk from future seismic activity.
 - Compliance with Olympia's Water System Plan is maintained, ensuring the City fulfills commitments made to the State Department of Health.
2. Do not approve the resolution, reject the loan and direct staff to investigate other potential funding sources for the project.
 - Investigating other potential funding sources will delay construction.

Financial Impact:

Total cost for this project is approximately \$1.5 million dollars. Funding for this project is through the Drinking Water Utility (Utility), largely with a low-interest loan from the Washington DWSRF. The loan amount is \$1,515,000, financed at a 1.5% interest rate over 20 years. Loan payments of approximately \$88,000 will be due annually on October 1. The loan allows the utility to smooth capital expenditures and moderate rate increases. The Utility has the funds to make these payments for the duration of the loan period. With the loan, there are currently sufficient funds in the budget to complete this project.

Attachments:

Resolution
Contract Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA WASHINGTON,
APPROVING AN AMENDMENT TO A DRINKING WATER STATE REVOLVING FUND
LOAN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE
DEPARTMENT OF HEALTH FOR FIR STREET RESERVOIR SEISMIC UPGRADES**

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements; and

WHEREAS, the DWSRF program provides federal and state funds through low-interest construction loans for municipal owned drinking water systems to help pay for capital improvements that protect public health and improve compliance with drinking water regulations; and

WHEREAS, the Department of Health (DOH) awarded the City a \$1,515,000 DWSRF construction loan for a capital facilities project that will provide seismic retrofits to the Fir Street Reservoir; and

WHEREAS, this project will assess the current condition of the Fir Street Reservoir and design and construct retrofits to bring the reservoir up to standard seismic codes, which will protect the City's drinking water supply by mitigating the risk of the collapse of the reservoir in an earthquake event; and

WHEREAS, the DWSRF construction loan will cover the cost of the project; and

WHEREAS, the time of performance of the original DWSRF loan agreement was erroneously entered as twenty-four (24) months, rather than forty-eight (48) months;

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

1. The Olympia City Council hereby approves the amendment to the DWSRF Loan Agreement between the City of Olympia and Department of Health for Fir Street Reservoir Seismic Upgrades and the terms and conditions contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the amendment to the DWSRF Loan Agreement for the Fir Street Reservoir Seismic Upgrades, 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 Loan Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



CONTRACT AMENDMENT

1. NAME OF CONTRACTOR City of Olympia	2. CONTRACT NUMBER DOH Contract #DWL23455
1a. ADDRESS OF CONTRACTOR (STREET) P.O. Box 1967 Engineering Coordinator	2a. AMENDMENT NUMBER
1b. CITY, STATE, ZIP CODE Olympia, WA 98507-4511	1
3. <input checked="" type="checkbox"/> THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.	
4. <input type="checkbox"/> THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.	
5. DESCRIPTION OF AMENDMENT: The purpose of this amendment is to extend the notice to proceed date to September 1, 2020 and to correct the Time of Performance on the Declarations page from 24 months to 48 months from Contract start date (date of last signature) to Project Completion Date. 5a. Declaration Page: Revised and attached hereto and incorporated herein. 5b. Period of Performance: remains unchanged through 10/01/2038. 5c. The Effective Date of this Amendment: is the Date of Execution.	
6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.	
7. <input type="checkbox"/> This is a unilateral amendment. Signature of contractor is not required below. <input checked="" type="checkbox"/> Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.	
8. CONTRACTOR SIGNATURE (also, please print/type your name)	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

APPROVED AS TO FORM:

 CITY ATTORNEY

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name: City of Olympia
Loan Number: DWL23455
Award Year: 2016
State Wide Vendor Number: 0008653

3.2. PROJECT INFORMATION (PROJECT)

Project Title: Fir Street Reservoirs No. 1 & No. 2 Seismic Upgrades
Project Location (City or County): Thurston County
Project State: Washington
Project Zip Code: 98507

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount: **\$1,515,000.00**
Loan Fee (Included in loan amount if applicable): **\$15,000.00**
Principal Loan Forgiveness %: **0%**
Loan Term: 20 years
Interest Rate: 1.5%
Payment Month(s): **October 1st Annually**
Earliest Date for Construction Reimbursement: One year nine months prior to contract execution
Time of Performance: **48 months from Contract start date (date of last signature) to Project Completion date.**

Notice to Proceed: 18 months from Contract start date (date of last signature)

3.5. FUNDING INFORMATION

Total Funds from BORROWER: To be determined
Source(s) of Funds from Borrower, with assigned amounts per source: To be determined
Total State Funds: To be determined
Total Amount of Federal Award (as applicable): To be determined
Total Amount of Loan: **\$1,515,000.00**
Federal Award Date: To be determined
Federal Award ID # (FAIN): To be determined
Amount of Federal Funds Obligated by this Action: To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A



City Council

Approval of a Resolution Approving an Interlocal Agreement with the Cities of Lacey and Tumwater for the Development of Accessory Dwelling Unit Plans

Agenda Date: 3/24/2020
Agenda Item Number: 4.S
File Number:20-0276

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

Title

Approval of a Resolution Approving an Interlocal Agreement with the Cities of Lacey and Tumwater for the Development of Accessory Dwelling Unit Plans

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee (LUEC) directed staff to bring a draft resolution and agreement to Council for consideration.

City Manager Recommendation:

Move to approve the resolution approving the interlocal agreement with the Cities of Lacey and Tumwater for development of accessory dwelling unit (ADU) plans.

Report

Issue:

Whether to enter into an agreement with the Cities of Lacey and Tumwater to develop ADU plans. The plans would be complete sets of building plans that would be pre-approved by all three cities' building divisions for construction.

Staff Contact:

Leonard Bauer, Interim Director, Community Planning and Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

ADUs are complete, separate dwelling units constructed on the same lot as a single-family house. They are typically small dwelling units and may be a separate building from the single-family house (aka, detached ADU), or built by adding onto or converting a portion of the single-family house (aka, attached ADU).

OMC 18.04.060.A lists development regulations specific to ADUs. Amendments to these regulations were approved by City Council in late 2018, but those amendments were invalidated by the Washington Growth Management Hearings Board in 2019 and are not in effect pending additional review by Thurston County Superior Court. The Olympia Planning Commission is currently considering other amendments. The 2019 and 2020 Legislatures approved legislation that encourages cities to make further changes to ADU regulations.

These local and state legislative changes illustrate a strong interest in encouraging additional ADU development. The Olympia City Council has prioritized the issue of promoting additional housing development, including ADUs, to address a current housing crisis.

In 2019, the City of Lacey entered into a contract with The Artisans Group, a local architecture firm, to design two detached ADUs and complete building plans for them. Lacey building plan reviewers approved the plans and they are available at Lacey's customer service counter for use by property owners interested in constructing an ADU.

As directed by the Council's LUEC, City staff negotiated with staff from the Cities of Lacey and Tumwater to expand the Lacey program to all three cities. Under the attached interlocal agreement, Lacey would administer its contract with The Artisans Group to add the design of two additional detached ADU plans that could be reviewed and pre-approved by the building divisions of all three cities. At the end of the process outlined in the agreement, each city would have four different detached ADU plan sets available at their customer service counters for interested property owners in their jurisdictions. No building plan review fee would be charged to those using the plans, but site plan review would still be necessary for utility hookups, foundations and other issues not addressed by the building review.

Neighborhood/Community Interests (if known):

There is significant neighborhood and community interest in construction of ADUs. Interest has been primarily focused on encouraging ADUs as an additional option for needed housing for small households that is typically more affordable than single-family houses. Additional interest has been expressed that ADUs provide housing that can be accommodated within existing city limits, reducing potential urban sprawl, providing needed density to support greater use of transit, and reducing greenhouse gas emissions. Concerns have been expressed about potential impacts to existing neighborhoods of additional housing units and parking, and potential loss of private open space and trees.

Options:

1. Approve resolution authorizing and interlocal agreement with the Cities of Lacey and Tumwater.
2. Approve resolution with specific modifications to resolution and/or agreement. [Note: any modifications to the agreement would need to be approved by the City Councils of Lacey and Tumwater.]
3. Do not approve resolution.

Financial Impact:

The agreement specifies \$12,500 be paid by the City of Olympia to the City of Lacey, as contribution to a contract between the City of Lacey and The Artisans Group to create complete building plan sets for four ADU designs. [Note: The City of Tumwater also would contribute \$12,500. The City of Lacey

has already contributed \$25,000.]

The City of Olympia contribution can be accommodated within the professional services budget allocation to the Community Planning and Development Department.

Attachments:

Resolution

Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LACEY, OLYMPIA, AND TUMWATER FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNIT PLANS.

WHEREAS, the City of Olympia views the availability of new accessory dwelling units (ADUs) as one way to help alleviate the housing supply and affordability crisis in the City and that the availability of ADU plans, available to residents of the City, would help encourage the construction of new ADUs in the City; and

WHEREAS, the Cities of Lacey, Olympia, and Tumwater (the Parties) believe that the joint development of ADU plans would be more efficient and effective than individual actions; and

WHEREAS, the City of Lacey has contributed \$25,000 toward this effort as part of its current contract with The Artisans Group, Inc. and will expand its contract with The Artisans Group Inc. for services related to the joint development of ADU plans by the Parties; and

WHEREAS, the Cities of Olympia and Tumwater will contribute \$12,500 each toward this effort; and

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

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

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the Cities of Lacey, Olympia, and Tumwater for the development of accessory dwelling unit plans and the terms and conditions contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

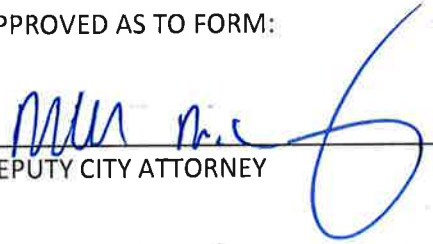
PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

Interlocal Agreement

Between the City of Lacey, the City of Olympia, and the City of Tumwater For the Development of Accessory Dwelling Unit Plans for the Cities of Lacey, Olympia, and Tumwater

THIS AGREEMENT is entered into as of _____ day of _____, 2020, below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); and the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"), collectively referred to as "the Parties."

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

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

WHEREAS, the Parties believe that the joint development of accessory dwelling unit plans for Lacey, Olympia, and Tumwater would be more efficient and effective than individual actions; and

WHEREAS, LACEY has contributed \$25,000 toward this effort as part of their current contract with The Artisans Group, Inc. and will expand their contract with The Artisans Group, Inc. for services related to the joint development of accessory dwelling unit plans by the Cities of Lacey, Olympia, and Tumwater; and

WHEREAS, OLYMPIA will contribute \$12,500 toward this effort; and

WHEREAS, TUMWATER will contribute \$12,500 toward this effort; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. **Services Provided by LACEY**

A description of the services to be performed by LACEY is set forth in Exhibit A Scope of Work, attached hereto, and incorporated herein by reference.

LACEY is responsible if The Artisans Group, Inc. fails to comply with any applicable term or condition of their contract. LACEY shall appropriately monitor the activities of The Artisans Group, Inc. to assure fiscal conditions of the contract.

LACEY shall pay The Artisans Group, Inc. for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

No payment shall be made for any work performed by The Artisans Group, Inc., except for work identified and set forth in this Agreement and exhibit incorporated by reference into this Agreement.

II. Services Provided by OLYMPIA

A description of the services to be performed by OLYMPIA is set forth below:

- 1) Pay LACEY \$12,500 upon delivery of the four (4) completed ADU construction document sets;
- 2) Timely review and provide comments on concept designs, and 90% construction documents, and final pre-approval of 100% construction documents; and
- 3) Maintain the final pre-approved construction documents for all four (4) plan sets at our customer service counter for citizens.

III. Services Provided by TUMWATER

A description of the services to be performed by TUMWATER is set below:

- 1) Pay LACEY \$12,500 upon delivery of the four (4) completed ADU construction document sets;
- 2) Timely review and provide comments on concept designs, and 90% construction documents, and final pre-approval of 100% construction documents; and
- 3) Maintain the final pre-approved construction documents for all four (4) plan sets at our customer service counter for citizens.

IV. Indemnification and Insurance

Each Party agrees to defend, indemnify, and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney's fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

V. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

VI. Relationship of the Parties

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

VII. Duration of Agreement

This Agreement shall terminate on December 31, 2020, unless sooner terminated by the Parties as provided herein.

VIII. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed ninety (90) days. If a resolution is not reached within ninety (90) days, the Parties shall proceed to mediation.
- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement.

Mediation under this provision shall not exceed ninety (90) days. If the mediation is not successful within ninety (90) days, the Parties may proceed to litigation.

- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

IX. Amendments

This Agreement may be amended only by written agreement executed in accordance with chapter 39.34 RCW.

X. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon 30 days written notice to the other parties.

XI. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

XII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

XIII. Counterparts

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if all Parties had signed one document, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

XIV. Notice

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

CITY OF LACEY

Attn: Rick Walk, Director of Community and Economic Development

Re: Accessory Dwelling Unit Plans for Lacey, Olympia, and Tumwater
420 College Street SE
Lacey, WA 98503

CITY OF OLYMPIA

Attn: Leonard Bauer, Interim Director, Community Planning and Development
Re: Accessory Dwelling Unit Plans for Lacey, Olympia, and Tumwater
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF TUMWATER

Attn: Brad Medrud, Planning Manager
Re: Accessory Dwelling Unit Plans for Lacey, Olympia, and Tumwater
555 Israel Road SW
Tumwater, WA 98501

XV. Waiver

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

XVI. Severability

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

XVII. Records Retention and Audit

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

[Signatures are affixed to next page.]

This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

GOVERNMENT AGENCY EXECUTIVE

APPROVED AS TO FORM

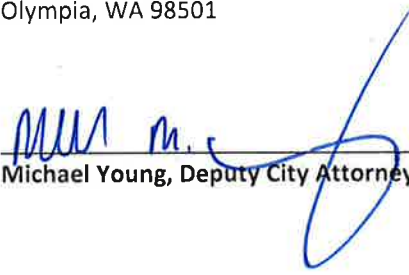
<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p>Scott Spence, City Manager Date: _____</p> <p>CITY OF OLYMPIA 601 4th Avenue East Olympia, WA 98501</p> <p>_____</p> <p>Steven J. Burney, Interim City Manager Date: _____</p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p>Pete Kmet, Mayor Date: _____</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p>David Schneider, City Attorney</p> <p>CITY OF OLYMPIA 601 4th Avenue East Olympia, WA 98501</p> <p> _____</p> <p>Michael Young, Deputy City Attorney</p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p>Karen Kirkpatrick, City Attorney</p>
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EXHIBIT A

Accessory Dwelling Unit (ADU) Designs

	Artisans Staff/Hourly Rates	Principals	Design Staff 2	Design Staff 1	Projected
WORK ITEMS AND PROJECTED HOURS	\$148	\$108	\$78	Subtotals	
1. Project Initiation and Concept Design					
a. Initial Meeting (Occurred July 25, 2019)	0	0	0	0	\$0
b. Architectural Design- Floor Plans and Renderings	40	10	0	0	\$7,000
MILESTONE 1: Deliver Concept Designs					
c. Review and refine designs per Lacey CEDD comments	4	8	0	0	\$1,456
2. Construction Documents development (Two Sets)					
a. Floor Plans			5	16	\$1,788
b. Foundation Plans			5	16	\$1,788
c. Roof Plans			5	16	\$1,788
d. Section views for floor, walls, and roof			5	16	\$1,788
e. Energy code comp sheets			12		\$1,296
f. Notation including Material types for siding			5	14	\$1,632
MILESTONE 2: Deliver 90% Construction Documents					
3. Engineering and Plans Completion					
a. Construction Documents finalized	4	4	10	10	\$1,804
b. Engineering review and incorporation *	0	4	10	10	\$1,212
c. Two 3D Perspective views	4	0	10	10	\$1,372
MILESTONE 3: Deliver 100% Construction Documents					
Subtotal Projected Hours	52	63	108		223
Subtotal Projected Fees	\$7,696	\$6,804	\$8,424		
			Projected Total Fee		\$22,924
			Projected Reimbursement*		\$2,000
			Projected Total Fees and Reimbursement**		\$24,924

* Artisans Group will cover the cost of engineering with no compensation in amounts exceeding the "Not to Exceed" limit established by this agreement.

** If additional services are requested in writing by the City of Lacey, said additional services will be paid for at the above rates for number of hours worked by staff of Artisans Group while performing the additional services requested.



City Council

Approval of a Resolution Authorizing an Agreement with Catholic Community Services for Mitigation Site Management Services

Agenda Date: 3/24/2020
Agenda Item Number: 4.T
File Number:20-0280

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

Title

Approval of a Resolution Authorizing an Agreement with Catholic Community Services for Mitigation Site Management Services

Recommended Action

Committee Recommendation:

N/A

City Manager Recommendation:

Move to approve the agreement with Catholic Community Services for Mitigation Site management services.

Report

Issue:

Whether to authorize staff to proceed with contracting with Catholic Community Services for mitigation site staffing.

Staff Contact:

Cary Retlin, Housing Programs Manager, Community Planning & Development, 360.570.3956.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In January of 2019 the City of Olympia opened the Mitigation Site at Franklin Street at Olympia Avenue. That site included tent sites for over 100 homeless individuals, many of whom had been scattered at various sites around downtown.

Original Aims of the Mitigation Site:

The City of Olympia created the Mitigation Site last year to improve safety and access to services for unsheltered individuals and couples, and to reduce the impact of scattered encampments to downtown residents and businesses.

Lessons Learned in our First Year:

For the last year we have partnered with Union Gospel Mission to provide 24-hour staffing for the Mitigation Site. We have learned a lot together in that time. The biggest lesson was that people at the Mitigation Site need staff support connected to mainstream social services. Our first contract focused on providing safety and security similar to that of a campground. This contract provides a level of service and connectivity of a shelter focused on connections to housing, substance use treatment, and employment.

Features of this Provider and Contract:

Catholic Community Services has operated supportive housing and shelter at Drexel House in Olympia and contracts with the City of Tacoma to operate the Stability Site in Tacoma.

Connections to City and County Plans:

This contract is designed to improve direct alignment with the Thurston County Homeless Crisis Response Plan and the city's Homeless Response Plan through:

- Focus on harm reduction and mainstream social service connection.
- More focus on self-governance.
- Data reporting connected to the Homeless Management Information System (consistent with publicly funded shelters).
- Access to our county's Coordinated Entry system (homeless intake process).
- Housing case management on site funded by Medicaid Foundational Community Supports (we are hoping similar employment services can be added in 2021).
- Ongoing staff training including housing search, trauma informed care, and overdose prevention.

Neighborhood/Community Interests (if known):

There is a high degree of public attention for Olympia's Mitigation Site and homeless response efforts downtown.

Options:

- Approve the agreement for services for Mitigation Site management.
- Modify the agreement for services for Mitigation Site management.
- Do not approve the agreement for Mitigation Site management.

Financial Impact:

This contract will not exceed \$548,000 annually. Funds will be drawn from Home Fund and Utility Tax revenue.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON FOR FRANKLIN STREET MITIGATION SITE.

WHEREAS, facing an unrepresented rise in unsheltered homelessness, in late 2018, the City of Olympia opened a mitigation site at Franklin Street to serve as a designated camping location for persons experiencing homelessness; and

WHEREAS, the local, state, and national housing cost and other factors that have led to rises in unsheltered homelessness have not abated; and

WHEREAS, at the Franklin Street mitigation site, participants are provided basic sanitation and safety and access to social services; and

WHEREAS, the City seeks to contract with a service provider to take over administration of the Franklin Street mitigation site and provide services and amenities to individuals participating in the site; and

WHEREAS, this contract includes new provisions to increase access to housing search and housing tenancy support through the Medicaid Foundational Community Supports program; and

WHEREAS, this contract will result in more direct alignment with Thurston County Homeless Crisis Response Plan as envisioned by the City's One Community: Healthy, Safe, Housed plan; and

WHEREAS, Catholic Community Services has demonstrated in other projects and at other cities to have the skills, resources, and experience to contract with the City to administer the Franklin Street mitigation site and is willing to do so

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

1. The Olympia City Council hereby approves the form of Professional Services Agreement between the City of Olympia and Catholic Community Services for Franklin Street Mitigation camp hosting and the terms and conditions contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the 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 _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
OLYMPIA FRANKLIN STREET MITIGATION SITE CAMP HOST**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Catholic Community Services of Western Washington, a Washington non-profit corporation. ("Service Provider").

A. The City seeks the temporary services of a skilled independent Service Provider capable of working without direct supervision, in the capacity of management of a secured storage facility and camp host for mitigation (transient camping) site provided by the City; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Service Provider shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted best practices for other similar services.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until termination of the Agreement, which shall begin April 1, 2020 and continue through April 1, 2021 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Service Provider.

3. Termination.

Prior to the expiration of the Term, the City may terminate this Agreement upon prior written notice to Service Provider, with or without cause.

4. Compensation.

A. Total Compensation. In consideration of the Service Provider performing the Services, the City agrees to pay the Service Provider an amount not to exceed \$547,030 as outlined in Exhibit "B."

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City (See Exhibit "E"), and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice, along with any supporting receipts for reimbursable items, as outlined in Exhibit "B."

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

5. Compliance with Laws.

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

6. Assurances.

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

7. Independent Contractor/Conflict of Interest.

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

8. Equal Opportunity Employer.

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

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Service Provider shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the

Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Service Provider's breach, may result in ineligibility for further City agreements.

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

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

9. Confidentiality.

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

10. Indemnification/Insurance.

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

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

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

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

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

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

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

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

4. Professional Liability insurance appropriate to the Service Provider's profession.

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

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

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

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

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

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

H. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional

Insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

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

J. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

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

11. Work Product.

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

12. Treatment of Assets.

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

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

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

approved by the City or its authorized representative, be used only for the performance of this Agreement.

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

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

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

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

13. Books and Records/Public Records.

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

Records prepared, owned, used, or retained by the City that meet the definition of a "public record" in Chapter 42.56 RCW, even if they are in the possession of the Service Provider, are subject to disclosure under Washington's Public Records Act. Whether or not the records meet the definition of a public record is the City's determination. If the Service Provider disagrees with the City's determination or believes the records to be subject to an exemption, the City agrees to provide the Service Provider with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should the Service Provider fail to provide records related to this Agreement to the City within ten (10) calendar days of the City's request for such records, Service Provider agrees to indemnify, defend, and hold the City harmless for any public records judgment against the City for failure to

disclose and/or release such records, including costs and attorney's fees. This section survives expiration of the Agreement.

14. Non-Appropriation of Funds.

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

15. General Provisions.

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

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

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

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

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

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

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

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

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

and assigns.

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

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

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

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

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

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

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

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

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

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

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

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

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

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

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

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

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

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

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

CITY OF OLYMPIA

By: _____
Steven J. Burney, Interim City Manager
P.O. Box 1967
Olympia WA 98507-1967

Date of Signature

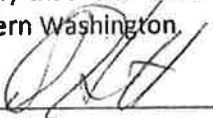
APPROVED AS TO FORM:



Deputy City Attorney

I certify that I am authorized to execute this Agreement on behalf of Catholic Community Services of Western Washington.

By: _____


Catholic Community Services
Dennis Hunthausen
Agency Director
1323 Yakima Ave., Tacoma WA 98405-4457
601-098-379

Date of Signature

2-13-2020

EXHIBIT A

Services - Scope of Work

Catholic Community Services of Western Washington (Service Provider) shall provide onsite oversight as a provider at 303 Franklin Street, Olympia, WA. The City of Olympia (City) will also have responsibilities detailed in this Scope of Work.

Onsite Provider Responsibilities Include:

1. Be the main point of contact at the Site.
2. Support activities that serve as a platform for housing and harm reduction.
3. Promote dignity and respect.
4. Document in a log: visitors, and incidents including: violations of Site Rules or participant responsibilities, emergency calls to police or fire, or facilities calls (like service to latrines or tents).
5. Work with participants to agree to the Site Rules, which shall be reviewed and approved by the City prior to being amended.
6. Monitor all structures and facilities at the Site, including but not limited to toilets, fencing, community tents, garbage containers, and water spigots. Provider will notify City of damage or maintenance needs.
7. Walk the site on a regular basis throughout the day to support participants and Site Rules.
8. Communicate and support shelter, outreach, and other providers to connect program participants with shelter, housing, harm reduction, or employment.
9. Maintain a list of shelter openings and alternative campsite openings on a visible sign for the benefit of participants.
10. Maintain regular communication with City of Olympia Staff (including Housing and Olympia Police Department).
11. Allow city staff or law enforcement or emergency response on the site at any time.
12. Identify and immediately report any concerning/problem behaviors (hoarding, garbage issues, etc.) to assigned City of Olympia staff and service providers who may be supporting individuals.
13. Report any predatory or other illegal behavior to law enforcement (drug dealing, sex trafficking, other illegal activities). Provider staff are not expected to personally engage in attempting to stop such behavior.
14. Report any health hazard, such as potential human waste, to City of Olympia staff. Provider's staff are not expected to personally engage in cleaning potentially hazardous waste.
15. Support participants in the creation of a self-governance structure through regular meetings and staff support of other governance procedures.
16. Provider shall not search any participant or any participant's belongings. If a provider determines that the provider's safety, or the safety of others, is at risk, the provider is expected to call law enforcement for assistance.

17. Facilitate scheduled community meetings related to governance, safety, or to respond to neighbor concerns.
18. Respond to neighbor concerns and report communication with neighbors/complaints to City Staff contact.
19. Update data systems weekly on participant status and furnish data to city and county regularly (may include HMIS or other reporting tools directed by the City).
 - a. Data will include (but will not be limited to):
 - i. Name
 - ii. Entry date
 - iii. Site location
 - iv. VI score
 - v. Exit date
 - vi. Type of exit
20. Ensure staff have access to trainings that could include: shelter operations, overdose prevention, harm reduction, housing search, trauma informed care.
21. Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
22. Maintain a written process for new camp participants to move into the site when space is available. Make that process available to potential participants, service providers, law enforcement and other interested parties. The process must be acceptable to the City and the City must approve changes.

Site Participant Responsibilities

1. Site participants will be required to complete and sign a document acknowledging their acceptance of the Site Rules and the consequences for rules violations, including removal from the site.
2. Site participants are required to do a Coordinated Entry intake.
3. Report safety or other violations of Site Rules to the provider or law enforcement.
4. Other responsibilities may be included in the document or announced at meetings and posted on site.

The City of Olympia will be responsible for the following:

1. The City shall be solely responsible and liable for the maintenance, repair, and upkeep of all structures, improvements, and facilities at the site.
2. Cost of garbage and other waste disposal or recycling services.
3. Cost of latrines (including one dedicated for staff use only) and hand washing stations.
4. Cost of tents and repair or replacement of temporary structures like tents, group tent area, and tiny houses for staff or participants.
5. Staffing of appeal process related to Site Rules.

6. Maintenance and repair costs of water, fencing, security cameras and other onsite infrastructure.
7. City staff will support removal, disposal, and cleaning of significant suspected human or other hazardous waste found on site and appropriate disinfection/sanitation.
8. Support Service Provider in responding to neighbor or other complaints, including providing space for community meetings as needed.
9. Ensure law enforcement and other key city staff are available and responsive to visit with participants and site staff outside of emergency responses.
10. Installing security camera at the site entrance.
11. Installing electricity for tiny triplexes and staff offices.
12. City commits to provide occasional staff support for special site events including clean ups, celebrations or other scheduled or emergency events where additional staff support is needed.

EXHIBIT B
Olympia Mitigation Site Budget

Cost	Monthly Estimate	Annual Limit
Salaries	\$ 27,550	\$ 330,600
Bennifits	\$ 8,000	\$ 96,000
Employee taxes	\$ 3,333	\$ 40,000
Startup costs for Medicaid-funded case manager(s)	\$ 1,250	\$ 15,000
Supplies	\$ 333	\$ 4,000
Telephones, Communication	\$ 58	\$ 700
Printing and Copying	\$ 17	\$ 200
Corporate Administration Fee	\$ 225	\$ 2,700
Facilities and Technical Support	\$ 292	\$ 3,500
Required Staff Training	\$ 133	\$ 1,600
Mileage (meeting attendance, client transport)	\$ 250	\$ 3,000
Administrative indirect (10% payroll, HR, other administrative)	\$ 4,144	\$ 49,730
TOTALS	\$ 45,586	\$ 547,030

EXHIBIT C

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

_____ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

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

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

(Signature)

2-13-2020

(Date)

Dennis Henthansen

Print Name of Person Signing

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

(Sole Proprietor Signature)

(Date)

EXHIBIT D

EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Catholic Community Services of West WA.
Service Provider Name


Signature

Dennis Aunthausen
Name (please print)

2-13-2020
Date

Agency Director
Title

EXHIBIT E

INVOICE REQUIREMENTS

Each monthly invoice must be submitted by email by the 15th of the next month and must include:

1. A primary contact for Catholic Community Services invoice questions.
2. A spreadsheet furnished by the City of Olympia will be required to be filled out monthly that includes:
 - The billing period
 - Total invoice amount
 - A total for the invoice period
 - The remaining budget available for the contract term
3. Supplemental documentation (receipts that support staffing expenditures and other expenses)
4. Any cost not included in the contract budget, or beyond the monthly budget amount, must be approved by email in order to assure payment.
5. Invoices must be emailed to these city representatives:
homelessness@ci.olympia.wa.us

And your primary contract contact:
Colin DeForrest
360-709-2688
cdeforre@ci.olympia.wa.us

City Responsibilities:

1. Payment shall be made on a monthly basis, within thirty (30) days after receipt of an invoice.
2. City Contract Contact will inform Catholic Community Services of need for additional documentation or disputed costs in writing.



City Council

Approval of 2020 Percival Plinth Project Sculptures for Exhibition

Agenda Date: 3/24/2020
Agenda Item Number: 4.U
File Number:20-0281

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

Title

Approval of 2020 Percival Plinth Project Sculptures for Exhibition

Recommended Action

Committee Recommendation:

Move to approve the Arts Commission jury recommendation of 18 plinths for the 2020 exhibition on Percival Landing.

City Manager Recommendation:

Move to approve the Arts Commission jury recommendation of 18 plinths for the 2020 exhibition on Percival Landing.

Report

Issue:

Whether to approve to approve the Arts Commission jury recommendation of 18 sculptures for the upcoming exhibition on Percival Landing. Following a month of public voting, one sculpture will be purchased for the City of Olympia public art collection.

Staff Contact:

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreation, 360.709.2678

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The plinth jury met to review applications on Tuesday, March 3, 2020. The jury was composed of Marissa Laubscher, ArtsWA; Nicole Gugliotti, SPSCC; and Timothy Grisham, Arts Commission Chair. This item would have gone before the Arts Commission for review on March 12, but the meeting was cancelled due to precautions taken in light of the COVID-19 health concerns.

Although this is an unusual step, but to keep the project moving forward, Chair Grisham feels confident in the work of the jury, noting "I feel the jury had a robust conversation about it, they were very insightful from differing backgrounds."

Neighborhood/Community Interests (if known):

1,600 ballots were cast during the 2019 voting period.

Options:

1. Approve the jury's recommendation of 18 sculptures for the 2020 Percival Plinth Project.
2. Approve the jury's recommendation of 18 sculptures for the 2020 Percival Plinth Project, as modified.
4. Do not approve any sculptures recommended for the 2020 Percival Plinth Project.

Financial Impact:

\$27,000 from the Municipal Art Fund

Attachments:

Percival Plinth Recommendations

2020 Percival Plinth Project Recommendations

March 12, 2020



1

Jury: March 3, 2020 - Jurors



- Timothy Grisham, City of Olympia Arts Commission Chair
- Nicole Gugliotti, South Puget Sound Community College Instruction & Classroom Support Technician
- Marissa Laubscher, Arts WA Art in Public Places Project Manager

2

Project Background



Up to 16 sculptures displayed on Percival Landing for up to one year, \$700 honorarium. Peoples' Prize of one piece for purchase – not more than \$10,000. For 2020 we have capacity for up to 18 sculptures.

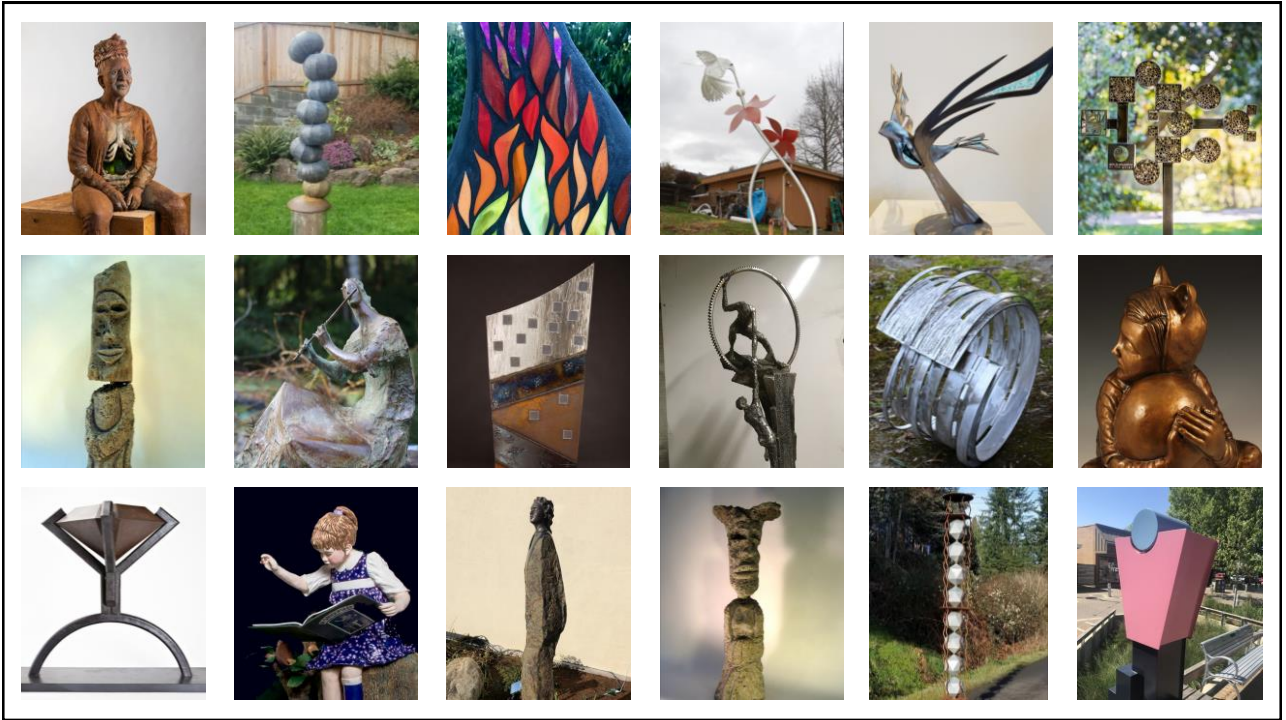
3

Selection Criteria



- **Quality** of sculpture including evidence of artistic ability and originality or uniqueness of vision, technical competency, material integrity and craftsmanship.
- Sculpture must not present a **safety** risk to the public, should be able to withstand exposure to the elements and unsupervised interaction, and be maintenance-free for the duration of the exhibition. Artists must expect that sculpture may be climbed or marked on during exhibition.
- Balance and **diversity** of materials and style among selected sculptures.
- Artists should bear in mind that the **audiences** will be broad-based and of all ages and artwork should be appropriate for display in a public place. Artwork that includes advertising or logos or is political, religious or sexual in nature will not be considered.

4



5

Silent Words

By Lloyd Whannell
Freeland, Wa

Medium: Bronze head
with basalt body and
steel base plate

Dimensions: 6'x8"x8"

Value: \$6,000.00



6

Girl Reading a Story in A Story Place

By
Nancy Thorne-Chambers
Olympia, WA

Medium: Bronze
Dimensions: 45"H X
22"W X 24"D
Value: \$10,000.00



7

Luxury Goods

By KT Hancock
Seattle, Wa

Medium: Steel
Dimensions:
19" x 14" x 14"
Value: \$3252.47



8

Concrete Gnome

By Matt Cartwright
Portland, OR

Medium: Concrete with
steel pipe inclusion
Dimensions: 42"x12"x13"
Value: \$2,500.00



9

The Magic of the Melody

By Gegham
Abrahamyan
Lynnwood, WA

Medium: Bronze
Dimensions:
55" x 48" x 25"
Value: \$10,000.00



10

Mt. Rainier, Glacial

By Lin McJunkin and Milo White

Sedro-Woolley, WA

Medium: Mild steel, cast glass

Dimensions: 80" x 24" x 12"

Value: \$5500.00



11

The fall and the climb

By Nathan Robles

Kennewick, Wa

Medium: Steel and clear enamel

Dimensions: 75 X 24 X 24

Value: \$6,500.00



12

Curl

By Ken Turner
Seattle, WA

Medium: stainless steel
Dimensions: 27" x 26" x 19"
Value: \$3850.00



13

Child With Egg

By Joe Batt
Olympia, Wa

Medium: Bronze
Dimensions:
22.25" x 16" x 18"
Value: \$6,000.00



14

Pollinator

By MacRae Wyle
Hood River, Or

Medium: Steel and
Bamboo

Dimensions:

65 x 24 x 24

Value: \$2,000.00



15

La Paloma (The Dove)

By Lin McJunkin and
Milo White
Sedro-Woolley, WA

Medium: stainless
steel and cast glass

Dimensions: 5' x 5' x 5'

Value: \$9,500.00



16

Hummingbird

By Charles Fitzgerald
Puyallup, Wa

Medium: aluminum

Dimensions: height 10 ft.
width 45 in. width 45 in.

Value: \$10,000.00



17

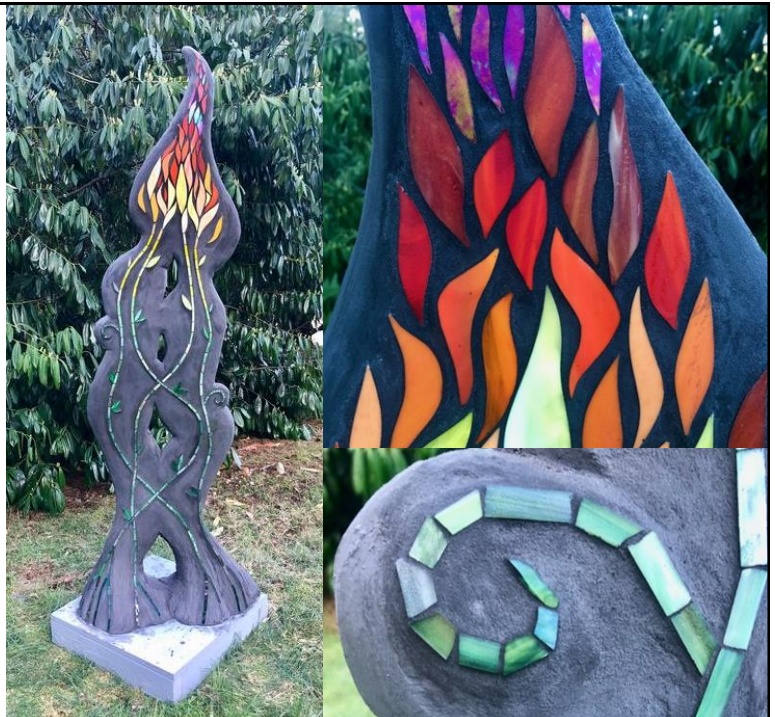
Growing Love

By Carrie Ziegler and
Shon Forsyth
Olympia, WA

Medium: Stainless steel
threaded rod, ¼" rod,
stucco mesh, concrete,
and stained glass, mortar,
grout, sealer.

Dimensions: 72" x 25.5" x
12"

Value: \$9,500.00



18

Discombobble

By Rodger Squirrell
Lake Forest Park, WA

Medium: Steel,
galvanized steel, and
bronze

Dimensions: 66" x 16"
x 16"

Value: \$8,700.00



19

Woman with Graves at Her Back

By Aisha Harrison
Olympia, Wa

Medium: full scale clay, final
piece will be in bronze

Dimensions: 60" x 22" x 22"

Value: \$25,000

I understand that the
purchase price cannot
exceed 10,000 if selected.

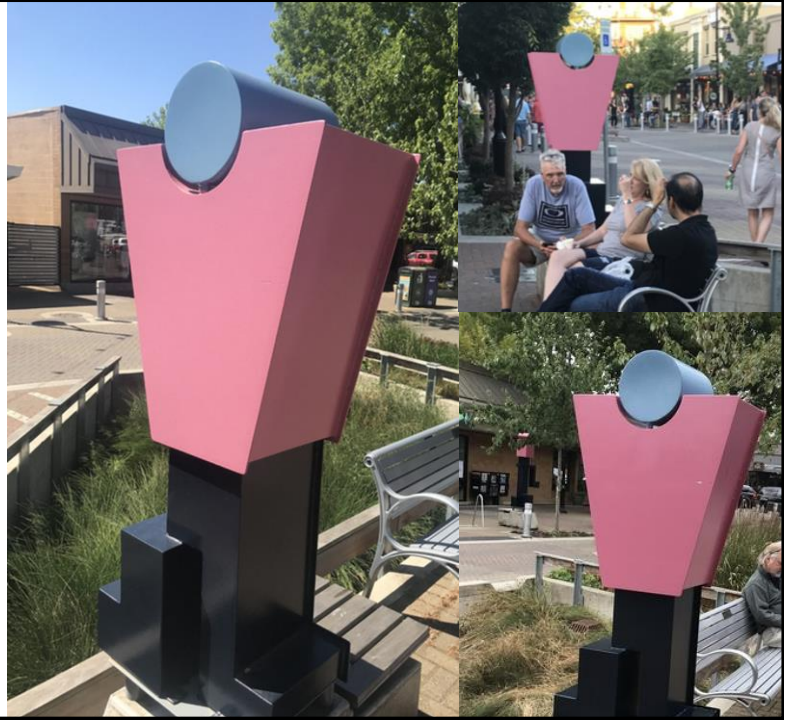


20

I carry a building
on my shoulders

By Ed McCarthy
Renton, WA

Medium: Painted steel
Dimensions: 60x22x14
Value: \$6,500.00



21

Eggtimer IV

By Rodger Squirrell
Lake Forest Park, WA

Medium: Steel and
galvanized steel
Dimensions:
105" x 18" x 18"
Value: \$10,000.00



22

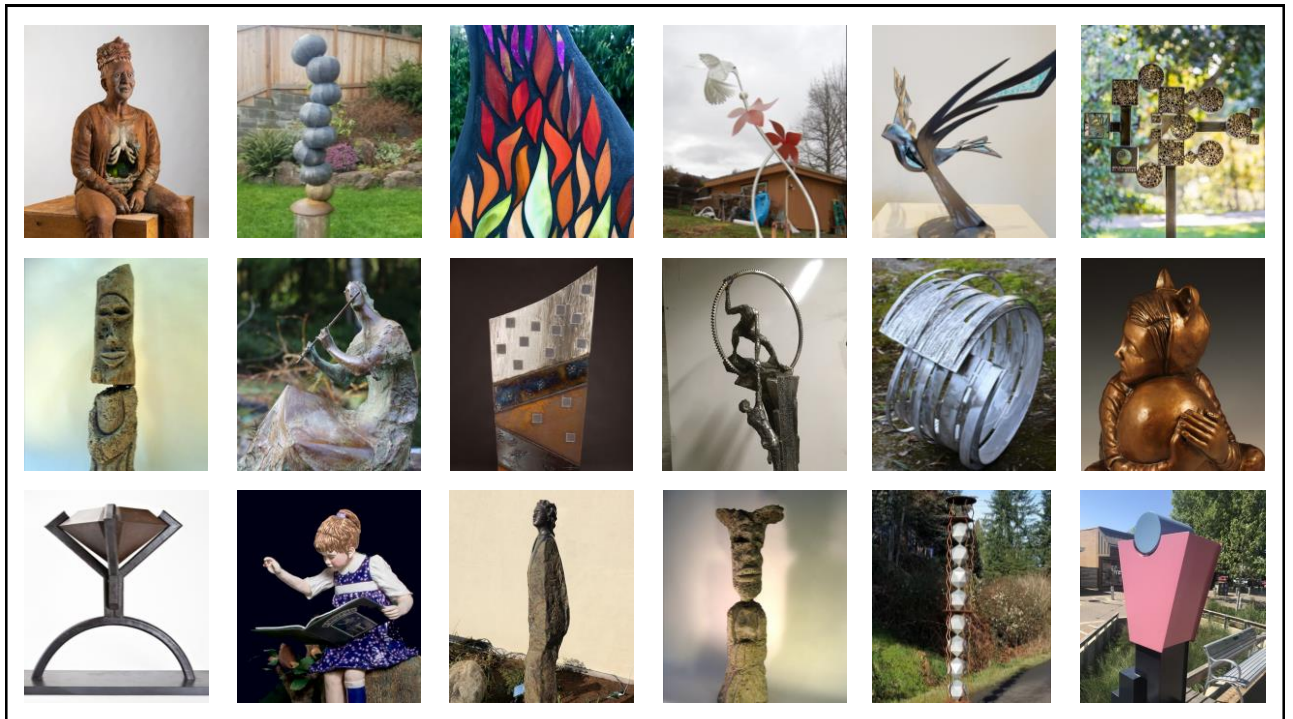
Concrete Gnome Queen

By Matt Cartwright
Portland, OR

Medium: Concrete with
steel pipe inclusion
Dimensions: 32"x9"x10"
Value: \$2,200.00



23



24



City Council

Approval of an Ordinance Amending the Deadline to Expend Impact Fees in Accordance with State Law

Agenda Date: 3/24/2020
Agenda Item Number: 4.V
File Number:20-0144

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

Title

Approval of an Ordinance Amending the Deadline to Expend Impact Fees in Accordance with State Law

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending the deadline to expend Impact Fees on second reading.

Report

Issue:

Whether to approve on second reading an ordinance amending the deadline to expend impact fees in accordance with state law.

Staff Contact:

Jonathon Turlove, Director of Park Planning and Maintenance, 360.753.8068

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

In 2011, the Washington State Legislature amended the statute related to impact fees (RCW 82.02.070). One of the changes allowed jurisdictions to extend the deadline by which impact fees collected must be expended from six years to ten years. Shortly thereafter, the City updated the applicable section of the Olympia Municipal Code accordingly, but several references to the six-year deadline were mistakenly overlooked. This proposed ordinance change corrects this and would make it clear that the City has ten years to expend impact fees collected.

Neighborhood/Community Interests (if known):

Staff is not aware of any communication from the public related to impact fee expenditure deadlines.

Options:

1. Approve the ordinance amending the deadline to expend impact fees on second reading.
2. Do not approve the ordinance amending the deadline to expend impact fees.

Financial Impact:

A ten-year deadline would lessen the chances the City would have to refund impact fees collected.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE EXPENDITURE OR ENCUMBERANCE OF IMPACT FEES PURSUANT TO RCW 82.02.070 AND AMENDING SECTIONS 15.04.020, 15.04.100 AND 15.04.110 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

WHEREAS, in Ordinance No. 5490 and No. 6164, the City of Olympia did adopt such impact fees, also known as "transportation impact fees," "park impact fees, and "school impact fees;" and

WHEREAS, RCW 82.02.070 was amended to allow a city a maximum of ten years to expend or encumber impact fees; and

WHEREAS, the City Council wishes to amend Olympia Municipal Code Sections 15.04.020, 15.04.100, and 15.04.110 to be consistent with state law;

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

Section 1. Amendment of OMC 15.04.020. Olympia Municipal Code Section 15.04.020 is hereby amended to read as follows:

15.04.020 Definitions

The following words and terms shall have the following meanings for the purposes of this title, unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

- A. "Act" means the Growth Management Act, as codified in RCW 36.70A, as now in existence or as hereafter amended.
- B. "Accessory Dwelling Unit" means a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping.
- C. "Building Permit" means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.
- D. "Capital Facilities" means the facilities or improvements included in a capital budget.
- E. "Capital Facilities Plan" means the capital facilities plan element of a comprehensive plan adopted by the City of Olympia pursuant to Chapter 36.70A RCW, and such plan as amended.
- F. "City" means the City of Olympia.
- G. "Council" means the City Council of the City of Olympia.
- H. "Concurrent" or "Concurrency" means that the improvements are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which shall include the

impact fees anticipated to be generated by the development, to complete the improvements necessary to meet the specified standards of service defined in the Parks Study, the Transportation Study, and the Schools Study within ~~six (6)~~ ten (10) years of the time the impacts of development occur.

- I. "County" means Thurston County.
- J. "Department" means the Department of Community Planning and Development.
- K. "Development Activity" means any construction, expansion, or change in the use of a building or structure that creates additional demand and need for public facilities.
- L. "Development Approval" means any written authorization from the City of Olympia which authorizes the commencement of a development activity.
- M. "Director" means the Director of the Department of Community Planning and Development or the Director's designee.
- N. "District No. 111" means the Olympia School District No. 111, Thurston County, Washington.
- O. "Downtown Impact Fee Payment Area" means all properties located within the downtown area, which is currently bounded by: Budd Inlet on the north; Budd Inlet and Capitol Lake on the west; along 14th Avenue extending between Capitol Lake and Capitol Way, then east on 14th Avenue extending to Interstate 5 on the south; Eastside Street on the east; and along Olympia Avenue in a westerly direction reconnecting with the Budd Inlet on the north, including properties owned by the Port of Olympia, as shown in Figure 15-04-1.
- P. "Dwelling Unit" means a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs.
- Q. "Elderly" means a person aged 62 or older.
- R. "Encumbered" means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.
- S. "Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.
- T. "Gross Floor Area" means the total square footage of any building, structure, or use, including accessory uses.
- U. "Hearing Examiner" means the Examiner who acts on behalf of the Council in considering and applying land use regulatory codes as provided under Chapter 18.82 of the Olympia Municipal Code. Where appropriate, "Hearing Examiner" also refers to the office of the hearing examiner.
- V. "Impact fee" means a payment of money imposed by the City of Olympia on development activity pursuant to this title as a condition of granting development approval in order to pay for the public facilities needed to serve new growth and development. "Impact fee" does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling school impact fees, or the cost of reviewing independent fee calculations.
- W. "Impact Fee Account" or "Account" means the account(s) established for each type of public facility for which impact fees are collected. The Accounts shall be established pursuant to Sections 15.04.100 and 15.04.110 of this title, and comply with the requirements of RCW 82.02.070.

X. "Independent Fee Calculation" means the park impact calculation, the school impact calculation, the transportation calculation, and/or economic documentation prepared by a feepayer, to support the assessment of an impact fee other than by the use of Schedules A, C and D of Chapter 15.16, or the calculations prepared by the Director or District No. 111 where none of the fee categories or fee amounts in the schedules in Chapter 15.16 accurately describe or capture the impacts of the new development on public facilities.

Y. "Interest" means the average interest rate earned by the City of Olympia or District No. 111 with respect to school fees in the last fiscal year, if not otherwise defined.

Z. "Interlocal Agreement" or "Agreement" means the school interlocal agreement by and between the City of Olympia and District No. 111 as authorized in Section 15.04.110 herein.

AA. "Occupancy Permit" means the permit issued by the City of Olympia where a development activity results in a change in use of a pre-existing structure.

BB. "Open Space" means for the purposes of this title undeveloped public land that is permanently protected from development (except for the development of trails or other passive public access or use).

CC. "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

DD. "Parks" means parks, open space, and recreational facilities, including but not limited to ball fields, golf courses, athletic fields, soccer fields, swimming pools, tennis courts, volleyball courts, neighborhood parks, community parks, special use parks, trails, and open space.

EE. "Parks Study" means the City of Olympia Park Impact Fee Study dated October 2012, and as may be amended in the future.

FF. "Planned Residential Development" or "PRD" shall have the same meaning as set forth in Chapter 18.56 of the Olympia Municipal Code.

GG. "Project Improvements" mean site improvements and facilities that are planned and designed to provide service for a particular development or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the Council shall be considered a project improvement.

HH. "Public Facilities" means the following capital facilities owned or operated by the City of Olympia or other governmental entities: (1) publicly owned parks, open space, and recreational facilities; (2) public streets, and roads; and (3) public school facilities.

II. "Residential" or "Residential Development" means all types of construction intended for human habitation. This shall include, but is not limited to, single-family, duplex, triplex, and other multifamily development.

JJ. "Schools Study" means the "Olympia School District - Rate Study for Impact Fees for School Facilities, 1994," and as may be amended in the future.

KK. "Senior Housing Development" means a residential development of 10 units or more that is occupied exclusively by residents 55 years of age or older. In order to qualify for the "Senior Development" impact fee rate, a restrictive covenant is required to be placed on the deed limiting the development to residents 55 years of age or older.

LL. "Single Room Occupancy Dwelling" means a housing type consisting of one room, often with cooking facilities and with private or shared bathroom facilities.

MM. "Square Footage" means the square footage of the gross floor area of the development.

NN. "State" means the State of Washington.

OO. "System Improvements" means public facilities that are included in the City of Olympia's capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

PP. "Transportation Study" means the City of Olympia Transportation Impact Fee Program Update dated December 2008, and as may be amended in the future.

Section 2. Amendment of OMC 15.04.100. Olympia Municipal Code Section 15.04.100 is hereby amended to read as follows:

15.04.100 Establishment of impact fee accounts for parks and transportation

A. Impact fee receipts shall be earmarked specifically and deposited in special interest-bearing accounts. The fees received shall be invested in a manner consistent with the investment policies of the City.

B. There are hereby established two separate impact fee accounts for the fees collected pursuant to this title: the Parks Impact Account and the Transportation Impact Account. Funds withdrawn from these accounts must be used in accordance with the provisions of Section 15.04.130 of this title. Interest earned on the fees shall be retained in each of the accounts and expended for the purposes for which the impact fees were collected.

C. On an annual basis, the Financial Director shall provide a report to the Council on each of the two impact fee accounts showing the source and amount of all moneys collected, earned, or received, and the public improvements that were financed in whole or in part by impact fees.

D. Impact fees shall be expended or encumbered within ~~six (6) ten (10)~~ years of receipt, unless the Council identifies in written findings extraordinary and compelling reason or reasons for the City to hold the fees beyond the ~~six (6) ten (10)~~ year period. Under such circumstances, the Council shall establish the period of time within which the impact fees shall be expended or encumbered.

Section 3. Amendment of OMC 15.04.110. Olympia Municipal Code Section 15.04.110 is hereby amended to read as follows:

15.04.110 Authorization for the school interlocal agreement and the establishment of the school impact account

A. The City Manager is authorized to execute, on behalf of the City, an interlocal agreement for the collection, expenditure, and reporting of school impact fees; provided that, such interlocal agreement complies with the provisions of this Section.

B. As a condition of the interlocal agreement, District No. 111 shall establish a School Impact Account with the Office of the Thurston County Treasurer, who serves as the Treasurer for District No. 111. The account shall be an interest-bearing account, and the school impact fees received shall be invested in a manner consistent with the investment policies of District No. 111.

C. For administrative convenience while processing the fee payments, school impact fees may be temporarily deposited in a City account, with interest earned retained by the City. As soon as practicable, the City shall transmit the school impact fees collected for District No. 111 to District No. 111. District No. 111 shall deposit the fees in the School Impact Account established by the District.

D. Funds withdrawn from the School Impact Account for District No. 111 must be used in accordance with the provisions of Section 15.04.130 of this title. The interest earned shall be retained in this account and expended for the purposes for which the school impact fees were collected.

E. On an annual basis, pursuant to the interlocal agreement, District No. 111 shall provide a report to the Council on the School Impact Account, showing the source and amount of all monies collected, earned, or received, and the public improvements that were financed in whole or in part by impact fees.

F. School impact fees shall be expended or encumbered within ~~six (6) ten (10)~~ years of receipt, unless the Council identifies in written findings extraordinary and compelling reason or reasons for District No. 111 to hold the fees beyond the ~~six (6) ten (10)~~ year period. Under such circumstances, the Council shall establish the period of time within which the impact fees shall be expended or encumbered, after consultation with District No. 111.

Section 4. 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 5. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Appropriating \$550,000 of Funds from the Economic Development Reserve Program to Support Community Economic Recovery Efforts - First and Final Reading

Agenda Date: 3/24/2020
Agenda Item Number: 4.W
File Number:20-0291

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

Title

Approval of an Ordinance Appropriating \$550,000 of Funds from the Economic Development Reserve Program to Support Community Economic Recovery Efforts - First and Final Reading

Recommended Action

Committee Recommendation:

On Tuesday, March 18, 2020, the Finance Committee approved forwarding a recommendation to the full City Council to appropriate \$550,000 of Economic Development Reserve Program funds to support community economic recovery efforts.

City Manager Recommendation:

Move to approve the Ordinance appropriating \$550,000 of Economic Development Reserve Program funds to support community economic recovery efforts.

Report

Issue:

Whether to appropriate \$550,000 of Economic Development Reserve Program funds to support economic recovery efforts.

Staff Contact:

Nanci Lien, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

None - Consent Calendar item

Background and Analysis:

The City Council may revise the City's Budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for their review and approval but may be made at any time during the year. Authorizing this appropriation to be included in the first quarter budget amendment ordinance presented to Council in April provides authorization to expend the funds.

On March 17, 2020, City Council passed Ordinance No.7233, declaring a public health emergency in response to the COVID-19 epidemic in our community. The Ordinance gives the City more flexibility to address the impacts of the coronavirus pandemic on the City of Olympia.

On March 18, 2020, Mike Reid, City of Olympia Economic Development Director, presented an Economic Response Plan to Finance Committee. The plan recommends contributing \$50,000 to the Thurston County United Way and Community Foundation's "COVID-19 Community Response Fund." This fund is aimed at providing immediate aid to financially impacted people. Mike Reid also recommended appropriating \$500,000 to be earmarked for projects identified by a Regional Economic Recovery Task Force.

On March 18, 2020, the City Council Finance Committee unanimously recommended appropriating \$550,000 of the Economic Development Reserve Program funds for use in efforts to support the City's response to the community's economic distress.

The Ordinance shall take effect immediately upon adoption by a vote of a majority plus one.

Neighborhood/Community Interests (if known):

This work is vital to ensuring that residents and businesses, suffering severe financial impacts due to the novel coronavirus COVID-19 epidemic, have the resources they need to aid in their recovery.

Options:

1. Approve the Ordinance appropriating \$550,000 of Economic Development Reserve Program funds to support community economic recovery efforts. This provides staff with budget capacity to proceed with economic relief initiatives approved by City Council.
2. Do not approve appropriating \$550,000 in Economic Development Reserve Program funds and direct staff to return to Council with another funding alternative to support community economic recovery efforts.
3. Do not approve appropriating \$550,000 in Economic Development Reserve Program funds to support community economic recovery efforts. This will impede economic relief initiatives.

Financial Impact:

The funding source for this appropriation is reserves set aside for the purpose of economic development. The economic development account has sufficient funds to cover the appropriation.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2020 BUDGET AND APPROPRIATING \$550,000 OF FUNDS FROM THE ECONOMIC DEVELOPMENT RESERVE PROGRAM TO SUPPORT COMMUNITY ECONOMIC RECOVERY EFFORTS

WHEREAS, on March 17, 2020, the Olympia City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

WHEREAS, on March 18, 2020, the City of Olympia Finance Committee approved forwarding a recommendation to the full City Council to appropriate \$550,000 of Economic Development Reserve Program funds to support community economic recovery efforts; and

WHEREAS, the Olympia City Council finds it is necessary to amend the 2020 Budget for purposes of the declared public health of emergency;

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

Section 1. Appropriation. That the following appropriations are hereby made:

CAPITAL IMPROVEMENT FUND

Resources:	Capital Improvement Fund (Economic Development Reserve Program) – Use of Fund Balance	\$550,000
	TOTAL RESOURCES	\$550,000
Appropriations:	Transfer to Special Accounts (Economic Development) Fund from Capital Improvement Fund	\$550,000
	TOTAL APPROPRIATIONS	\$550,000

SPECIAL ACCOUNTS FUND

Resources:	Transfer from Capital Improvement Fund (Economic Development Reserve Program)	\$550,000
	TOTAL RESOURCES	\$550,000
Appropriations:	Special Accounts Fund (Economic Development)	\$550,000
	TOTAL APPROPRIATIONS	\$550,000

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance is for the immediate preservation of public peace, health, safety, and welfare pursuant to City of Olympia public health emergency Ordinance No. 7233 and shall take immediate effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Olympia Municipal Code Section 2.24.080 Relating to the Department of Emergency Management, Continuity of Government - First and Final Reading

Agenda Date: 3/24/2020
Agenda Item Number: 4.X
File Number:20-0288

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Section 2.24.080 Relating to the Department of Emergency Management, Continuity of Government - First and Final Reading

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Ordinance Amending Olympia Municipal Code Section 2.24.080 Relating to the Department of Emergency Management, Continuity of Government on first and final reading.

Report

Issue:

Whether to amend the Olympia Municipal Code Section 2.24.080 relating to the Department of Emergency Management, Continuity of Government

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On March 17, 2020, the City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency.

The Ordinance shall take effect immediately upon adoption by a vote of a majority plus one.

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

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Ordinance Amending Olympia Municipal Code Section 2.24.080 Relating to the Department of Emergency Management, Continuity of Government on first and final reading.
2. Direct staff to modify the Ordinance.
3. Move to take no action.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE DEPARTMENT OF EMERGENCY MANAGEMENT AND CONTINUITY OF GOVERNMENT AND AMENDING SECTION 2.24.080 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, on March 17, 2020, the Olympia City Council passed Ordinance No. 7233 declaring a state of emergency relating to the novel coronavirus (COVID-19) and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

WHEREAS, the Olympia City Council finds it is necessary to amend Olympia Municipal Code Section 2.24.080 for purposes of the declared state of emergency;

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

Section 1. Amendment of OMC 2.24.080. Olympia Municipal Code Section 2.24.080 is hereby amended to read as follows:

2.24.080 Continuity of government

In the event of an emergency or disaster as defined in Section 2.24.030 affecting the City of Olympia, the following policy is hereby established to provide for continuity of city government.

CITY COUNCIL: In the event the emergency or disaster results in one or more council members being unavailable after a reasonable attempt at notice to convene by the Mayor, City Manager or Director of Emergency Management, those council members available for duty shall constitute the City Council, and shall have full power to act by majority vote of those present for the purpose of meeting temporary immediate and emergency needs brought on by the emergency or disaster.

CITY MANAGER: In the event that the City Manager and Assistant City Manager are unavailable by reason of an emergency or disaster, the City Council shall by majority vote of those present select an emergency interim city manager to exercise and discharge the duties of that office.

DEPARTMENT HEADS: In the event that a department director is unavailable by reason of an emergency or disaster, the City Manager shall appoint an emergency interim director.

COUNCIL MEETINGS AT OTHER THAN USUAL PLACES: ~~In the event it becomes imprudent, inexpedient, or impossible to conduct the affairs of the City of Olympia at the regular or usual place or places, the City Council may meet at any temporary place or places within or without the territorial limits of the City on the call of the Mayor or any two council members. After the relocation, affairs of the City shall lawfully be conducted at the emergency temporary location or locations for the duration of the emergency or disaster of a declared emergency or disaster which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which~~

reaches such a dimension or degree of destructiveness as to warrant the Governor proclaiming a state of emergency pursuant to RCW 43.06.010, or as provided in the state Emergency Management Act (RCW 38.52), the Council will make available a speakerphone, conference call-in number or video streaming available at a location in Olympia City Hall or other city meeting location where the public can attend and listen to the City Council business or committee meeting. A request to change the location of Council meetings may be made on the call of the Mayor or any two Councilmembers.

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

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

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

Section 5. Effective Date. This Ordinance is for the immediate preservation of public peace, health, safety, and welfare pursuant to City of Olympia public health emergency Ordinance No. 7233 and shall take immediate effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED: