



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, July 16, 2019**

**7:00 PM**

**Council Chambers**

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**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [19-0659](#) Special Recognition - Association of Washington Cities 2019 Municipal Excellence Award

**3. PUBLIC COMMENT**

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

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

*Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

**COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

- 4.A** [19-0661](#) Approval of July 9, 2019 Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [19-0660](#) Approval of July 9, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C**     [19-0600](#)     Approval of a Resolution Affirming the Terms of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services  
*Attachments:*   [Resolution](#)  
                         [2010 Agreement](#)
- 4.D**     [19-0630](#)     Approval of a Resolution Authorizing the Purchase of Three Refuse Collection Trucks from Western Peterbilt, Inc.  
*Attachments:*   [Resolution](#)  
                         [Agreement](#)
- 4.E**     [19-0640](#)     Approval of a Resolution Authorizing the City of Olympia to Participate in the SourceWell Cooperative Purchasing Program  
*Attachments:*   [Resolution](#)
- 4.F**     [19-0508](#)     Approval of Bid Award for the Henderson/Eskridge Compact Roundabout Project  
*Attachments:*   [Vicinity Map](#)  
                         [Summary of Bids](#)

#### **4. SECOND READINGS (Ordinances)**

- 4.G**     [19-0564](#)     Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions  
*Attachments:*   [Ordinance](#)  
                         [Planning Commission Recommendation](#)  
                         [State Agency Letter of Support](#)

#### **4. FIRST READINGS (Ordinances) - None**

#### **5. PUBLIC HEARING - None**

#### **6. OTHER BUSINESS**

- 6.A**     [19-0485](#)     West Bay Art Crossing Public Art Concept Plan

#### **7. CONTINUED PUBLIC COMMENT**

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

#### **8. REPORTS AND REFERRALS**

#### **8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

#### **8.B CITY MANAGER'S REPORT AND REFERRALS**

**9. 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 - Association of Washington Cities 2019 Municipal Excellence Award

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 2.A  
**File Number:** 19-0659

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

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#### **Title**

Special Recognition - Association of Washington Cities 2019 Municipal Excellence Award

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Recognize Crisis Response Unit and Familiar Faces programs for receiving the Association of Washington Cities (AWC) 2019 Municipal Excellence Award.

#### **Report**

##### **Issue:**

Whether recognize Crisis Response Unit and Familiar Faces programs for receiving the AWC 2019 Municipal Excellence Award.

##### **Staff Contact:**

Steve Hall, City Manager, 360.753.8244

##### **Presenter(s):**

Tonia Sugarman, AWC Director of Member Services  
Carl Schroeder, AWC Government Relations Advocate

##### **Background and Analysis:**

Each year the AWC the Municipal Excellence Awards recognize innovative city projects that significantly improve the quality of life for their communities. The awards were announced at AWC's Annual Conference in Spokane this past June.

This year the City of Olympia's Crisis Response Unit (CRU) and Familiar Faces were chosen as one of five recipients across the State.

The CRU is a partnership between Olympia Police Department (OPD) and Recovery Innovations International to provide free, confidential, voluntary crisis response assistance. The program is

funded by the Public Safety Levy passed in 2017,

The CRU increases the ability to provide outreach services to those in crisis, identify each individual's circumstances and needs, and help identify individuals with chronic mental health disorders, substance abuse and co-occurring disorders.

The Familiar Faces program is a grant funded program in collaboration with Catholic Community Services that utilizes peer navigators to help identify and assist individuals with complex health and behavioral problems who have frequent and persistent contact with the OPD's Walking Patrol. These individuals are 15-20 of the most vulnerable in Downtown and the most resistant to services and resources.

Different from traditional service providers, peer navigators offer a shared life experience and non-judgmental and unconditional support to those they are assisting.

**Attachments:**

None



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601 4th Avenue E.  
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360-753-8244

## City Council

### Approval of July 9, 2019 Study Session Meeting Minutes

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.A  
**File Number:** 19-0661

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

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**Title**

Approval of July 9, 2019 Study Session Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, July 9, 2019**

**5:30 PM**

**Council Chambers**

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### Study Session

#### 1. ROLL CALL

**Present:** 6 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman,  
Councilmember Clark Gilman, Councilmember Nathaniel Jones,  
Councilmember Lisa Parshley and Councilmember Renata Rollins

**Excused:** 1 - Councilmember Jim Cooper

#### 2. BUSINESS ITEM

##### 2.A [19-0620](#) Experience Olympia and Beyond, Visitor and Convention Bureau Update

Mayor Selby introduced Experience Olympia and Beyond CEO Shauna Stewart. Ms. Stewart did a PowerPoint presentation to highlight the impacts of travel and trends. She called out items in the 2018 annual report and discussed how tourism dollars benefit the community. She shared information from this year's Visitor Guide and discussed how area sports are contributing to increased hotel bookings and the local economy. She spoke about promoting a new program called Biking Beyond to highlight biking trails and things to do along the trails. She explained how traveler expectations and desires have evolved over time and how the Olympia area is experience-rich and well positioned to continue to attract tourists. She discussed destination and place branding and future marketing strategies.

Councilmembers commented on the presentation and asked clarifying questions.

**The study session was completed.**

#### 3. ADJOURNMENT

The meeting adjourned at 6:40 p.m.



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360-753-8244

## City Council

### Approval of July 9, 2019 City Council Meeting Minutes

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.B  
**File Number:** 19-0660

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

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**Title**

Approval of July 9, 2019 City Council Meeting Minutes





# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, July 9, 2019**

**7:00 PM**

**Council Chambers**

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### 1. ROLL CALL

**Present:** 6 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman,  
Councilmember Clark Gilman, Councilmember Nathaniel Jones,  
Councilmember Lisa Parshley and Councilmember Renata Rollins

**Excused:** 1 - Councilmember Jim Cooper

### 1.A ANNOUNCEMENTS

Mayor Selby noted Council met in Study Session earlier in the evening.

Mayor Selby commented about the recent California earthquake and invited Emergency Management Coordinator Patrick Knouff to speak. Mr. Knouff encouraged citizens to be prepared for an earthquake and other emergencies.

### 1.B APPROVAL OF AGENDA

**The agenda was approved.**

### 2. SPECIAL RECOGNITION

#### 2.A [19-0585](#) Special Recognition - Nature's Scorecard Update

Water Resources Director Eric Christensen explained the purpose of the Nature's Scorecard is to rate communities on compliance with state stormwater regulations. He announced Olympia is one of only twelve communities in Washington to receive a "Green Star", which is the highest rating.

**The recognition was received.**

### 3. PUBLIC COMMENT

The following people spoke: Carrie Rivers, Nathan Boggs, Theodore Sanchez, Linda Moniz, Jim Reeves, Jim Martin, Malore Kennedy, and Talauna Reed.

### COUNCIL RESPONSE TO PUBLIC COMMUNICATION

Mayor Selby read a statement regarding Yvonne McDonald's death.

### 4. CONSENT CALENDAR

- 4.A [19-0635](#) Approval of June 18, 2019 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B [19-0621](#) Approval of an Appointment to the Heritage Commission to Fill a Vacancy

**The decision was adopted.**

- 4.C [19-0616](#) Approval of the Village at Millpond Phase 2 Final Plat

**The decision was adopted.**

- 4.D [19-0547](#) Approval of a Resolution Authorizing an Interagency Agreement between the City of Olympia and the Washington State Patrol for Reimbursement of Allowable Fire Agency Costs

**The resolution was adopted.**

- 4.E [19-0551](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

**The resolution was adopted.**

- 4.F [19-0558](#) Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

**The resolution was adopted.**

- 4.G [19-0559](#) Approval of a Resolution Stating the Intent of the City of Olympia to Work with Thurston County and Other Jurisdictions to Create an Interlocal Agreement for Disaster Recovery

**The resolution was adopted.**

- 4.H [19-0561](#) Approval of a Resolution Authorizing an Interlocal Agreement with Intercity Transit for a Traffic Signal on Martin Way and Pattison Street

**The resolution was adopted.**

#### **4. SECOND READINGS (Ordinances) - None**

#### **4. FIRST READINGS (Ordinances)**

- 4.I [19-0564](#) Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions

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

**Approval of the Consent Agenda**

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

**Aye:** 6 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

**Excused:** 1 - Councilmember Cooper

**5. PUBLIC HEARING - None**

**6. OTHER BUSINESS**

**6.A [19-0613](#) Briefing on the Public Engagement Kick-off for the 2020 Budget**

Administrative Services Director Debbie Sullivan introduced the topic and played a video from Mayor Selby inviting the public to participate in the upcoming budget process for 2020.

Senior Planner Stacey Ray highlighted a new approach and a variety of ways for citizens to engage in the 2020 budget.

**The information was provided.**

**7. CONTINUED PUBLIC COMMENT - None**

**8. REPORTS AND REFERRALS**

**8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported out on meetings and events attended.

**8.B CITY MANAGER'S REPORT AND REFERRALS**

City Manager Steve Hall reported on a meeting he attended with the Mayor and announced roadway striping will occur Saturday, depending on the weather. He reminded citizens to avoid driving over freshly painted markings.

**9. ADJOURNMENT**

The meeting adjourned at 8:25 p.m.



## City Council

### Approval of a Resolution Affirming the Terms of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.C  
**File Number:** 19-0600

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

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#### Title

Approval of a Resolution Affirming the Terms of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee

##### City Manager Recommendation:

Move to approve the resolution affirming the terms on the Thurston County 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services, dated October 2010.

#### Report

##### Issue:

Whether to affirm the terms on the Thurston County 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services.

##### Staff Contact:

Greg Wright, Fire Chief, 360.753.8466

##### Presenter(s):

None - Consent Calendar item

#### Background and Analysis:

In the 2019 legislative session, the Washington State Legislature passed ESSB 5272, which increased the limitation on sales/use taxation for emergency communications from 1/10<sup>th</sup>-of-one percent to 2/10ths-of-one percent. The Governor signed the bill into law on May 7, with an effective date of July 28, 2019. TCOMM911 has requested the Thurston County Board of County Commissioners (BoCC) to place the local-option measure on the November 2019 ballot. If approved, this measure will enable TCOMM911 to fund the radio replacement project, expected to be

approximately \$30 million, as well as cover operations and maintenance expenses associated with a new system.

RCW 82.14.420, Sales and Use Tax for Emergency Communication Systems and Facilities, section 1, paragraph 5, requires “prior to submitting the tax authorization in subsection (2) of this section to the voters in a county that provides emergency communication services to a governmental agency pursuant to a contract, the parties to the contract must review and negotiate or affirm the terms of the contract.”

The BoCC requires each party to the Thurston 911 Communications Intergovernmental Agreement, dated October 2010, to review and affirm the agreement.

**Neighborhood/Community Interests (if known):**

N/A

**Options:**

1. Affirm the terms of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for communications services to allow the BoCC the ability to place a local-option sales/use tax measure on the November 2019 ballot.
2. Do not affirm the terms of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for communications services to deny the BoCC the ability to place a local-option sales/use tax measure on the November 2019 ballot.

**Financial Impact:**

None. If approved, the TCOMM911 radio replacement project will be financed through the sales/use tax increase proposed for the November 2019 ballot.

**Attachments:**

Resolution  
2010 Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AFFIRMING THE TERMS OF THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OLYMPIA, THURSTON COUNTY, THE CITIES OF LACEY, TUMWATER, YELM, TENINO, AND THE TOWNS OF RAINIER AND BUCODA, AND THURSTON COUNTY FIRE PROTECTION DISTRICTS, EFFECTIVE JANUARY 1, 2011, FOR COMMUNICATIONS SERVICES.**

**WHEREAS**, Thurston County 9-1-1 Communications, together with Thurston County, the City of Olympia and the cities of Lacey, Tumwater, Yelm, Tenino, and the towns of Rainier and Bucoda, and Thurston County Fire Protection Districts, entered into an Amended and Restated Intergovernmental Agreement (hereafter "Agreement") for communications services effective January 1, 2011; and

**WHEREAS**, the parties to said Agreement agreed it was in the best interests of the residents of Thurston County to benefit in terms of efficiency and economy from a consolidated communications system providing service to Thurston County and the cities, fire protection districts and regional fire authorities within Thurston County; and

**WHEREAS**, the City of Olympia and other parties to the Agreement agreed it was in the public interest to form a new entity, Thurston County 9-1-1 Communications ("TCOMM911") in order to achieve objectives for communication services and to provide for the oversight and management of the system; and

**WHEREAS**, in the 2019 legislative session, the Legislature passed ESSB 5272 which was signed by the Governor on May 7, 2019, becoming effective July 28, 2019 as Chapter 281, Laws of 2019 of the 66<sup>th</sup> Legislature 2019 Regular Session; and

**WHEREAS**, ESSB 5272 increases the limitation on rate of tax from one-tenth of one percent to two-tenths of one percent of the selling price in the case of sales tax, or the value of the article used in the case of a use tax, to provide moneys imposed under RCW 82.14.420 for the sole purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of emergency communication systems and facilities, such as TCOMM911; and

**WHEREAS**, TCOMM911 has requested the Thurston County Board of County Commissioners to place the local option measure on the ballot to increase the sales and use tax for regional communications agency purposes, as permitted by ESSB 5272 in accord with its amendments to RCW 82.14.420 which will be effective July 28, 2019, to raise the necessary revenue to fund TCOMM911's radio replacement project of approximately \$30,000,000, as well as to cover operations and maintenance expenses associated with a new system; and

**WHEREAS**, the proposed increase in sales and use tax in Thurston County must be approved by voters in order to go into effect; and

**WHEREAS**, RCW 82.14.420 requires that before submitting the tax authorization in a ballot measure to the voters in a county that provides emergency communication services to governmental agencies like the City of Olympia pursuant to contract, the City of Olympia must review and affirm the terms of the contract for communication services; and

**WHEREAS**, the Olympia City Council has reviewed the Intergovernmental Agreement between the City of Olympia, Thurston County, the cities of Lacey, Tumwater, Yelm, Tenino, and the towns of Rainier and Bucoda, and Thurston County Fire Protection Districts, and being fully advised as to the terms of said contract;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** the terms of the Amended and Restated Intergovernmental Agreement, effective January 1, 2011, between the City of Olympia, Thurston County, the cities of Lacey, Tumwater, Yelm, Tenino, and the towns of Rainier and Bucoda, and Thurston County Fire Protection Districts, for communications services are hereby affirmed by the City of Olympia.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

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

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

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

**Article 1      RECITALS**

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

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

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

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

**Article 2      DEFINITIONS**

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

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



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

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

“Communications Services” shall include 24 hour dispatch for law enforcement, fire services and Medic One, or any communications services recommended by the Operations Board and approved by the Administration Board.

“County” shall mean Thurston County.

“FCC” means the Federal Communications Commission.

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

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

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

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

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

“Non-Member Agency” means any entity that is not a Member Agency.

“Operations Board” means the Operations Board of TCOMM911.

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

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

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

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

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

### **Article 3      FORMATION, PURPOSE AND POWERS**

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

3.2.    Incorporation.

3.2.1. The Member Agencies shall incorporate TCOMM911 as a nonprofit corporation and instrumentality of the Member Agencies pursuant to Chapter 24.06 RCW and as a tax-exempt organization under Section 115 and Section 501(c)(3) of the Code. The Member Agencies may reorganize the form of TCOMM911 in any manner as may be permitted by law as described in Article 13 or by amendment of this Intergovernmental Agreement in accordance with Article 12 .

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

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

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

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

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

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

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

3.4.5. to sue and be sued;

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

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

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

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

#### **Article 4      SYSTEM AND PROVISION OF COMMUNICATIONS SERVICES**

4.1. System Assets. System assets shall be held in the name of TCOMM911. TCOMM911 may acquire, construct, receive, own, manage, lease or sell System assets and other assets. A Member Agency may transfer to TCOMM911 its title to, or operational control of, communication assets. TCOMM911 may control and manage both the assets it owns and the assets that are owned by Member Agencies that have transferred control of those assets to TCOMM911. This Intergovernmental Agreement does not vest in TCOMM911 any authority with respect to other facilities or assets of the Member Agencies. Member Agencies shall be deemed to have an ownership interest in any assets owned by TCOMM911, whether those assets have been developed by, purchased by or transferred to TCOMM911. Such interest shall be exercisable only pursuant to this Intergovernmental Agreement. The fact that title to an asset has been transferred to TCOMM911 by a Member Agency shall create no special right of that Member Agency with respect to that asset.

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

4.3. Federal Communications Commission Licenses. TCOMM911 shall be responsible for reviewing, renewing, and updating the FCC licenses of TCOMM911 and all law enforcement Member Agencies. TCOMM911 will assist fire service Member Agencies in reviewing, renewing and updating their FCC licenses as requested. In the event of termination of this Intergovernmental Agreement, all rights to and interest in FCC licenses shall revert to the former holders thereof.

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

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

4.6. System Location. The County shall continue to lease the Emergency Services Center for not less than ten years, plus two five-year extensions at the option of TCOMM911, with rent calculated using the existing cost distribution formula based on square footage allocated to

building tenants for utilities, custodial services, facilities maintenance, landscape maintenance, assigned square footage and options, occupied space and unoccupied space. The County shall also continue to permit TCOMM911 to use space in its Courthouse Building #3 Penthouse for radio equipment.

## **Article 5      TERM AND TERMINATION OF INTERGOVERNMENTAL AGREEMENT**

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

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

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

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

## **Article 6      WITHDRAWAL OF MEMBER AGENCIES**

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

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

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

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

6.4.1. Process. The Member Agencies shall use reasonable efforts to determine the value of and method of payment for a withdrawing Member Agency's interest in TCOMM911 assets. If after such reasonable efforts, the value of and payment for a withdrawing Member Agency's interest in TCOMM911 assets, has not been determined, the issue may be treated as a complaint.

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

- a. The continuing, effective operation of the System;
- b. The withdrawing Member Agency's interest in TCOMM911 assets;
- c. Amounts owed to the System by the withdrawing Member Agency;
- d. The impact on the budgets of remaining Member Agencies and the ability of remaining Member Agencies to provide services to the public; and
- e. The value of the System.

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

## **Article 7      TERMINATION OF MEMBER AGENCIES**

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

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

## **Article 8      ADDITION OF MEMBER AGENCIES**

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

## **Article 9      ADMINISTRATION BOARD AND OPERATIONS BOARD**

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

## **Article 10      BUDGET**

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

## **Article 11      FINANCES**

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

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

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

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

## **Article 12      AMENDMENTS**

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

## **Article 13      CHANGE IN CORPORATE FORM**

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

## **Article 14      ARBITRATION**

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

## Article 15 INSURANCE

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

## Article 16 GENERAL TERMS

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

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

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

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

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

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

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

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



## Article 17    EXECUTION

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

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

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

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

SCHEDULE I  
INITIAL FUNDING FORMULA

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

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

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

Base Formula Calculation:

| <u>Year</u>   | <u>Law Enforcement</u> | <u>Fire/Medic One</u> |
|---------------|------------------------|-----------------------|
| 2011 & Beyond | 67%                    | 33.0%                 |

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

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

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

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

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

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

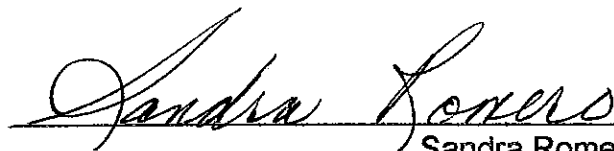
**1. Fire Funding.** Fire service agency specific costs are 33% of the total fire/EMS member agency assessments, and are allocated to agencies by using the total number of fire CFS for service averaged over a 5 year period.

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

**Thurston County Board of County Commissioners**  
**2000 Lakeridge Drive SW #1**  
**Olympia, WA 98502**

Date: 10 / 19 / 2016

Signed By:

  
Sandra Romero

Title:

Board of County Commissioners - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

City of Olympia  
P.O. Box 1967  
Olympia, WA 98507

Date: 10 / 26 / 2010

Signed By: \_\_\_\_\_

  
Doug Mah

Title: \_\_\_\_\_

Mayor

APPROVED AS TO FORM:

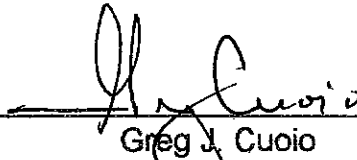
  
Thomas C. Morrill, City Attorney

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

City of Lacey  
P.O. Box 3400  
Lacey, WA 98507-3400

Date: 10 / 28 / 10

Signed By:



Greg J. Cuoio

Title:

City Manager

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

CITY OF TUMWATER  
555 ISRAEL ROAD SW  
TUMWATER, WA 98501

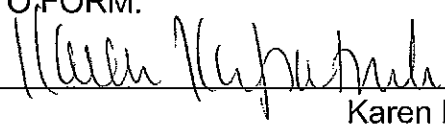
Date: 10 / 19 / 2010

Signed By:   
Pete Kmet

Title: Mayor

ATTEST:  
Signed By:   
James Hendrickson

Title: City Clerk

APPROVED AS TO FORM:  
Signed By:   
Karen Kirkpatrick

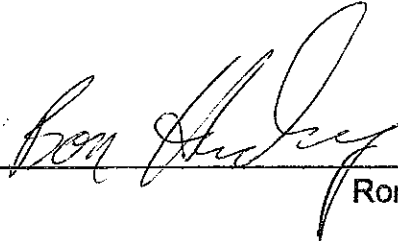
Title: City Attorney

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

City of Yelm  
P.O. Box 479  
Yelm, WA 98597

Date: 10 / 26 / 10

Signed By:



Ron Harding

Title:

Mayor

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**



City of Tenino  
P.O. Box 446  
Tenino, WA 98589

Date: 10 / 28 / 2010

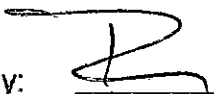
Signed By:   
Kenneth A. Jones

Title: Mayor

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

City of Rainier  
P.O. Box 258  
Rainier, WA 98576

Date: 10/26/10

Signed By:   
Randall Schleis

Title: Mayor

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Town of Bucoda  
P.O. Box 10  
Bucoda, WA 98530**

Date: 10 / 13 / 10

Signed By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Alan Carr", written over a horizontal line.

Alan Carr

Title: \_\_\_\_\_

Mayor

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

## RESOLUTION NO. 2010-07

**A RESOLUTION OF THE TOWN OF BUCODA, WASHINGTON,  
AUTHORIZING THE MAYOR'S SIGNATURE ON THE ATTACHED  
INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATION  
SERVICES.**

**WHEREAS,** the Town of Bucoda desires to receive communication services from TCOMM911 as described in the attached intergovernmental agreement.

**WHEREAS,** the Town desires to enter the attached Agreement with TCOMM911 to ensure the service of communications.

**NOW, THEREFORE,** be it resolved by the Town Council of Bucoda, Washington:

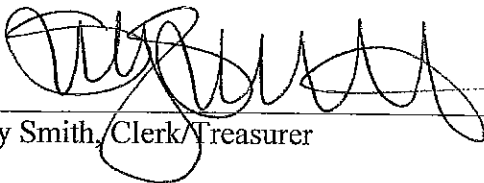
Section 1. That the Mayor is authorized to sign the attached Agreement for Communication Services with TCOMM911

**PASSED** by the Town Council of Town Of Bucoda, Washington, and approved by the Mayor, at a regularly scheduled open meeting on the 12<sup>th</sup> day of October, 2010.



Alan Carr, Mayor

ATTEST:



Shelly Smith, Clerk/Treasurer

**TOWN OF BUCODA**  
**PO BOX 10 - 110 MAIN ST NORTH**  
**BUCODA WA 98530 - 0010**  
**PHONE: 360-278-3525**  
**FAX: 360-278-3526**  
**TDD-1-800-833-6388**

Wednesday, October 13, 2010

Thurston Co. Dept of Communications  
2703 Pacific Ave SE  
Olympia WA 98501

To whom it may concern,

At the regular scheduled Town of Bucoda Council meeting on 10/12/10, the Bucoda Council approved for Mayor Carr to sign the agreement with TCOMM911. Enclosed with this letter is the original signed document as well as the Town Resolution relating to the agreement.

Thank you, and have a wonderful day.

Sincerely,

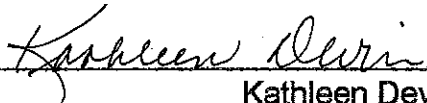
A handwritten signature in black ink, appearing to read 'Shelly Smith', written over a circular stamp or seal.

Shelly Smith, Clerk / Treasurer

**SE Thurston Regional Fire Authority**  
**P.O. Box 777**  
**Yelm, WA 98597**

Date: 10 / 21 / 10

Signed By:



Kathleen Devin

Title:

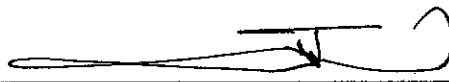
Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**West Thurston Regional Fire Authority  
10828 Littlerock Road SW  
Olympia, WA 98512**

Date: 10 / 11 / 10

Signed By:



Frank Hamilton

Title:

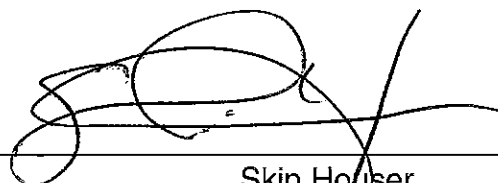
West Thurston Regional Fire Authority Governance Board Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Lacey Fire District #3  
1231 Franz Street SE  
Lacey, WA 98503-2412**

Date: 10 / 21 / 2010

Signed By:

A handwritten signature in black ink, appearing to read 'Skip Houser', is written over a horizontal line.

Skip Houser

Title:

Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**



**Thurston County Fire Protection District #5**  
**125 Delphi Road NW**  
**Olympia, WA 98502**

Date: 10 / 14 / 2010

Signed By:



Mark Thompson


Title:

Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

Thurston County Fire Protection District #6  
P.O. Box 578  
East Olympia, WA 98540-0578

Date: 10 / 13 / 2010

Signed By:   
Stanley F. Meyer

Title: Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Thurston County Fire Protection District #7**  
**5046 Boston Harbor Road NE**  
**Olympia, WA 98506**

Date: 10 / 12 / 2010

Signed By:   
Richard Kistler


Title: Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Thurston County Fire Protection District #8**  
**3506 Schinke Road NE**  
**Olympia, WA 98506**

Date: 10 / 14 / 2010

Signed By: \_\_\_\_\_

  
Richard Small

Title: \_\_\_\_\_

Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Thurston County Fire Protection District #9**  
**125 Delphi Road NW**  
**Olympia, WA 98502**

Date: 10 / 14 / 2010

Signed By:   
Robert Barnard

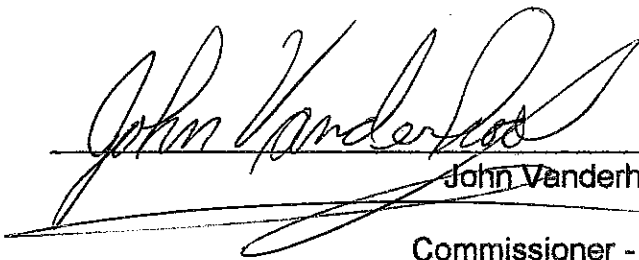
Title: Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Thurston County Fire Protection District #12**  
**P.O. Box 4010**  
**Tenino, WA 98589-0282**

Date: 10 / 14 / 10

Signed By:

  
\_\_\_\_\_  
John Vanderhoof

Title:

\_\_\_\_\_  
Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

Thurston County Fire Protection District #13  
3707 Steamboat Loop NW  
Olympia, WA 98502

Date: 10/14/10

Signed By: Meredith Hutchins  
Meredith Hutchins

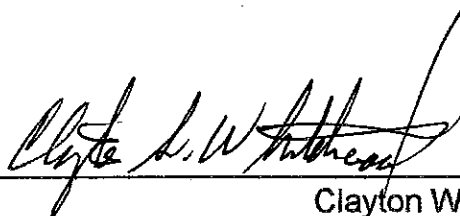
Title: Commissioner - Chair

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

**Thurston County Fire Protection District #16**  
**P.O. Box 939**  
**Rochester, WA 98579**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed By:



Clayton Whitehead

Title:

Commissioner

Signed By:

Kip Busby

Title:

Commissioner

Signed By:



Toni Breckel

Title:


Commissioner

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**



**Thurston County Fire Protection District #16**  
**P.O. Box 939**  
**Rochester, WA 98579**

Date: 10 / 12 / 2010

Signed By: 

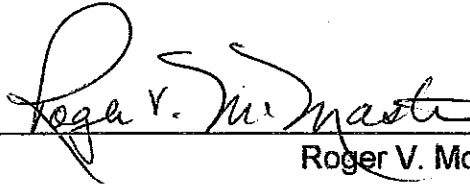
Title: Commissioner

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

Thurston County Fire Protection District #17  
P.O. Box 783  
Yelm, WA 98597-0783

Date: 10/14/10

Signed By:

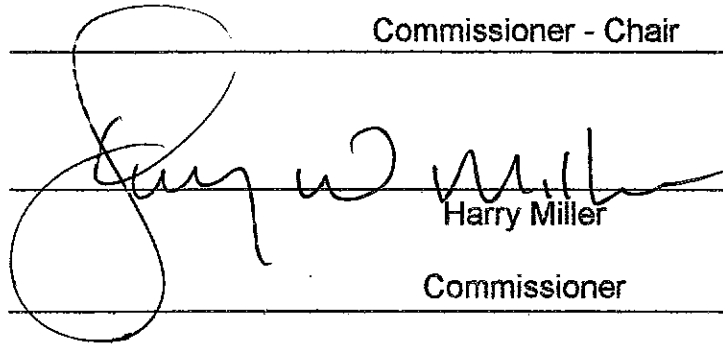


Roger V. McMaster

Title:

Commissioner - Chair

Signed By:

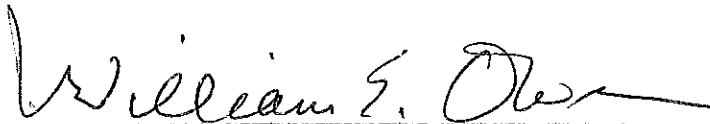


Harry Miller

Title:

Commissioner

Signed By:



Bill Owen

Title:

Commissioner

**NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE**

EXHIBIT A  
ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION**  
**OF**  
**THURSTON 9-1-1 COMMUNICATIONS**

The undersigned, in order to form a nonprofit corporation under Chapter 24.06 of the Revised Code of Washington ("RCW"), and pursuant to Chapter 39.34 RCW, hereby sign and deliver the following Articles of Incorporation:

**Article 1. Name**

The name of this Corporation is: Thurston 9-1-1 Communications ("TCOMM911").

**Article 2. Duration**

The period of duration of TCOMM911 is perpetual unless dissolved by operation of law or otherwise.

**Article 3. Purposes**

TCOMM911 is organized on behalf of and as an instrumentality of its governmental members exclusively for charitable purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and more particularly to exercise essential governmental functions within the meaning of Section 115 of the Code and to lessen the burdens of its governmental members by financing, designing, acquiring, constructing, equipping, reequipping, operating, maintaining, remodeling, repairing and improving emergency communications services and facilities in Thurston County, Washington. TCOMM911 shall further its purposes consistent with the provisions of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services, as it may be amended from time to time in accordance with its terms (the "Intergovernmental Agreement"). The purposes of TCOMM911 include only those related to emergency communications systems and facilities, and do not include the provision of other general services to the public.

**Article 4. Prohibited Activities**

Notwithstanding any of the provisions of these Articles of Incorporation, TCOMM911 shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 115 and Section 501(c)(3) of the Code or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code. No part of the net earnings of TCOMM911 shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of TCOMM911 shall be

devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted to an organization exempt from federal income tax under Section 501(c)(3) of the Code, and TCOMM911 shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. TCOMM911 shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

#### **Article 5. Powers**

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles of Incorporation or in the Bylaws of TCOMM911, TCOMM911 shall have all powers that now or hereafter are conferred under Chapter 24.06 and Chapter 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the purposes of TCOMM911.

#### **Article 6. Members**

Members must be governmental entities serving the area described in the Intergovernmental Agreement. The rights and responsibilities of the Members and the manner of their election, appointment or admission to membership and termination of membership shall be as provided for in the Intergovernmental Agreement. TCOMM911 shall have one class of Members.

#### **Article 7. Distributions Upon Dissolution**

No director, trustee or officer of TCOMM911, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of TCOMM911 or the winding up of its affairs. Upon winding up and dissolution of TCOMM911, after paying or making adequate provision for payment of all liabilities and obligations of TCOMM911, and after returning, transferring, or conveying assets held by TCOMM911 requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of TCOMM911 shall be distributed as provided for in the Intergovernmental Agreement. Notwithstanding the foregoing, TCOMM911 may, in accordance with the Intergovernmental Agreement, transfer all of its assets, liabilities and obligations to a successor entity (including without limitation a joint operating agency, municipal corporation, public corporation, limited liability company, limited liability partnership or other corporate form, as permitted under state law).

#### **Article 8. Dissenting Members**

"Dissenting members," as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Intergovernmental Agreement, but

may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255. The members of TCOMM911 have, in the Intergovernmental Agreement, agreed to the transfer of all assets, liabilities and obligations of TCOMM911 to a successor entity as described in Article 7.

#### **Article 9. Bylaws**

Provisions for the regulation of the internal affairs of TCOMM911 shall be set forth in the Bylaws of TCOMM911.

#### **Article 10. Registered Agent**

Unless subsequently modified by resolution approved by a simple majority of the board of directors of TCOMM911, the name and address of the registered agent of TCOMM911 is:

James C. Quackenbush, Executive Director  
2703 Pacific Avenue SE, Suite A  
Olympia, Washington 98501

#### **Article 11. Board of Directors**

The management of TCOMM911 shall be vested in a board of directors (the "Administration Board") pursuant to Chapter 24.06 and Chapter 39.34 RCW, these Articles of Incorporation and the Bylaws. The Administration Board shall consist of directors and alternate directors. The powers, duties, number, qualifications, terms of office, manner of election, time and criteria for removal, and time and place of meetings of the directors and alternate directors shall be as set forth in the Bylaws. The names and addresses of the persons who shall serve as the initial directors and alternate directors of TCOMM911 are listed on Exhibit A attached hereto and by this reference incorporated in these Articles of Incorporation. For purposes of these Articles of Incorporation, and unless the context clearly indicates otherwise, the term "director" shall include both directors and alternate directors.

#### **Article 12. Limitation of Director Liability**

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or as it may be amended from time to time), a director of TCOMM911 shall not be personally liable to TCOMM911 for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If applicable law is hereafter amended to expand or increase the power of TCOMM911 to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of TCOMM911, the liability of a director shall be eliminated or limited to

the full extent permitted. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of TCOMM911 occurring after the date of the adoption of this Article and prior to such amendment or repeal.

### **Article 13. Indemnification**

Subject to qualification and limitations of this Article, each individual who was, or is threatened to be made a named party to or is otherwise involved (including, without limitation, as a witness) in a proceeding (as defined in RCW 23B.08.500 as presently in effect as an hereafter amended, "Proceeding"), by reason of the fact that he or she is or was a director (as defined in RCW 23B.08.500 as presently in effect as an hereafter amended) or officer of TCOMM911, shall be indemnified and held harmless by TCOMM911, to the full extent permitted by applicable law as presently in effect and as hereafter amended, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such individual in connection therewith, and such indemnification shall continue as to an individual who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators. Except as provided in this Article with respect to proceedings seeking to enforce rights to indemnification, TCOMM911 shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized or ratified by the Administration Board under this Article. The right to indemnification conferred in this Article shall be a contract right.

The indemnification provided under this Article shall not apply unless the individual acted in good faith, the individual had no reasonable cause to believe the individual's conduct was unlawful, and the individual reasonably believed: (i) in the case of conduct in the individual's official capacity with TCOMM911, that the individual's conduct was in the best interests of TCOMM911; and (ii) in all other cases, that the individual's conduct was not opposed to the best interests of TCOMM911.

A director's or officer's conduct with respect to an employee benefit plan for a purpose the director or officer reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that shall be deemed not opposed to the best interests of TCOMM911. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct described in this Article.

Notwithstanding the foregoing provisions of this Article, the indemnification provided under this Article shall not apply in the following circumstances: (i) in connection with a proceeding by or in the right of TCOMM911 in which the director or officer was adjudged liable to TCOMM911; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in the director's or officer's official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by the director or officer.

TCOMM911 shall not indemnify a director or officer under this Article unless approved in the specific case after a determination has been made that indemnification of the director or officer is permissible in the circumstances because the director or officer has met the standard of conduct set forth in this Article. The determination shall be made by the Administration Board by majority vote of a quorum consisting of directors not at the time parties to the Proceeding. If such a quorum cannot be obtained, the determination shall be made by majority vote of a committee duly designated by the Administration Board, in which designation directors who are parties may participate, consisting solely of two or more directors not at the time parties to the Proceeding. Approval of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible.

If a claim for indemnification or advancement of expenses is not paid in full by TCOMM911 within 60 days after a written claim has been received by TCOMM911, except in the claim of a claim for advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at anytime thereafter bring suit against TCOMM911 to recover the unpaid amount of the claim. If successful in whole or in part, in any suit or in any suit brought by TCOMM911 to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking has been tendered to TCOMM911), and, thereafter, TCOMM911 shall have the burden of proof to overcome the presumption that the indemnitee is so entitled.

The Administration Board shall have the right to designate the counsel who shall defend any person or entity that may be entitled to indemnification, to approve any settlement, and to approve in advance any expense.

Reasonable expenses incurred by a director or officer who is involved in any capacity in a Proceeding by reason of the position held in TCOMM911 shall be advanced by TCOMM911 to the full extent allowed by applicable law, as presently in effect and as hereafter amended, provided that the director or officer furnishes to TCOMM911 (i) a written affirmation of the director's or officer's good faith belief that the director or officer has met the standard of conduct set forth in this Article and (ii) a written and binding obligation to repay all amounts advanced by TCOMM911 if it shall be ultimately determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses.

TCOMM911 may, by action of the Administration Board, grant rights to indemnification and advancement of expenses to employees and agents or any class or group of employees and agents of TCOMM911 (i) with the same scope and effect as the provisions of this Article with respect to indemnification and advancement of expenses of directors and officers of TCOMM911, (ii) pursuant to rights granted under, or provided by, Chapter 24.06 RCW, or (iii) as are otherwise consistent with law.

The procedures for indemnification and advancement of expenses set forth in this Article are in lieu of the procedures required by or provided under Chapter 24.06 RCW. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of



its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of Members, or disinterested directors or otherwise.

TCOMM911 may purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of TCOMM911 or is serving at the request or consent of TCOMM911 as an officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability incurred by such person because of such person's status, whether or not TCOMM911 would have the power to indemnify such person against such liability under the provisions of this Article. In addition, TCOMM911 may enter into contracts with any director or officer of TCOMM911 in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary or desirable to effect the indemnification and advances contemplated in this Article.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel payment of such indemnification would exceed the authority granted to TCOMM911 by law, would constitute a violation of Washington law or would cause TCOMM911 to lose its exemption from federal income taxation.

No amendment to or repeal of this Article shall adversely affect any right or protection of any director, officer, employee or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

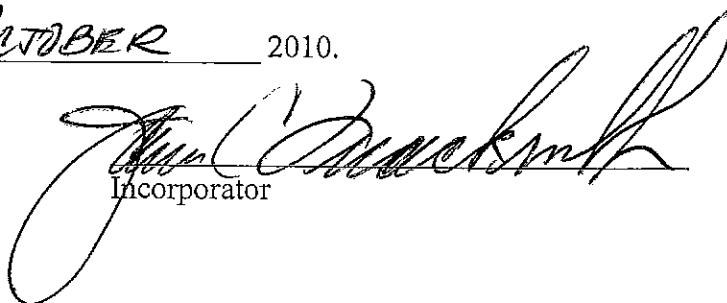
#### **Article 14. Notice of Meetings**

The annual meeting shall be held in March of each year, at such time and place as may be determined by the Administration Board for the transaction of such business as may come before the meeting. Regular meetings of the Administration Board shall be held pursuant to a schedule and at locations established by resolution of the Administration Board, which shall be held at least quarterly. All such regular meetings and all special meetings will be conducted in conformance with the laws of the State of Washington governing such meetings.

#### **Article 15. Incorporator**

The incorporator is James C. Quackenbush and the incorporator's address is 2703 Pacific Avenue SE, Suite A, Olympia, Washington 98501.

DATED this 6<sup>th</sup> day of OCTOBER 2010.

  
Incorporator

## EXHIBIT A

### Initial Board of Directors of Thurston 9-1-1 Communications

| Name  | Address   |
|---|---|
| Skip Houser<br>Commissioner, Fire Protection District No. 3 | 1231 Franz Street SE<br>Lacey, Washington 98503         |
| Tom Nelson<br>Councilmember, City of Lacey                  | P.O. Box 3400<br>Lacey, Washington 98507                |
| Karen Valenzuela<br>Thurston County Commissioner            | 2000 Lakeridge Drive SW #1<br>Olympia, Washington 98502 |
| Craig Ottavelli<br>Councilmember, City of Olympia           | P.O. Box 1967<br>Olympia, Washington 98507              |
| Ed Hildreth<br>Councilmember, City of Tumwater              | 555 Israel Road SW<br>Tumwater, Washington 98501        |
| Tracey Wood<br>Councilmember, City of Yelm                  | 105 Yelm Avenue West<br>Yelm, Washington 98597          |
| Dan Kimball<br>Sheriff, Thurston County                     | 2000 Lakeridge Drive SW #3<br>Olympia, Washington 98502 |
| Gary Pearson<br>Fire Commissioners Association              | 1231 Franz Street SE<br>Olympia, Washington 98503       |

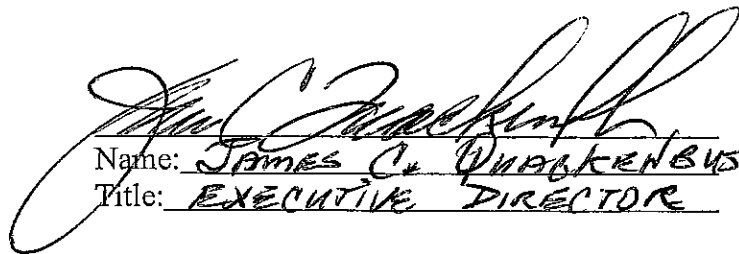
**Initial Alternate Directors of  
Thurston 9-1-1 Communications**

| <b>Name</b>   | <b>Address</b>  |
|---|---|
| John Christiansen<br>Commissioner, Fire Protection District No. 3 | 1231 Franz Street SE<br>Lacey, Washington 98503         |
| Cynthia Pratt<br>Councilmember, City of Lacey                     | P.O. Box 3400<br>Lacey, Washington 98507                |
| Sandra Romero<br>Thurston County Commissioner                     | 2000 Lakeridge Drive SW #1<br>Olympia, Washington 98502 |
| Karen Rogers<br>Councilmember, City of Olympia                    | P.O. Box 1967<br>Olympia, Washington 98507              |
| Neil McClanahan<br>Councilmember, City of Tumwater                | 555 Israel Road SW<br>Tumwater, Washington 98501        |
| Brad Watkins<br>Undersheriff, Thurston County                     | 2000 Lakeridge Drive SW #3<br>Olympia, Washington 98502 |
| Jim McGarva<br>Fire Commissioners Association                     | 3707 Steamboat Loop NW<br>Olympia, Washington 98502     |

## CONSENT TO APPOINTMENT AS REGISTERED AGENT

James C. Quackenbush hereby consents to serve as Registered Agent in the State of Washington for Thurston 9-1-1 Communications ("TCOMM911"), a Washington nonprofit corporation. James C. Quackenbush understands that as Registered Agent for TCOMM911, he/she/it is responsible for receiving service of process in the name of TCOMM911; to forward all mail to TCOMM911; and to immediately notify the office of the Secretary of State in the event of its resignation or of any changes in the registered office address of TCOMM911 for which it is Registered Agent.

Executed this 6<sup>th</sup> day of OCTOBER 2010.

  
Name: JAMES C. QUACKENBUSH  
Title: EXECUTIVE DIRECTOR

NAME OF REGISTERED AGENT: James C. Quackenbush

ADDRESS OF REGISTERED AGENT: 2703 Pacific Avenue SE, Suite A  
Olympia, Washington 98501

EXHIBIT B  
BYLAWS

**BYLAWS**  
**OF**  
**THURSTON 9-1-1 COMMUNICATIONS**

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**BYLAWS**  
**OF**  
**THURSTON 9-1-1 COMMUNICATIONS**

**ARTICLE 1. PURPOSES**

Thurston 9-1-1 Communications ("TCOMM911") is organized in accordance with Chapter 24.06 RCW on behalf of and as an instrumentality of its governmental members exclusively for educational, charitable, religious, scientific and/or literary purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"). TCOMM911 shall exist for the primary purpose of lessening the burdens of the various municipal governments that require public safety dispatch services for fire service, emergency medical and law enforcement in Thurston County, Washington. TCOMM911 shall carry out the purposes of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services, entered into by and among the governmental entities party thereto, with an effective date of January 1, 2011 (as it may be amended from time to time in accordance with the provisions thereof, the "Intergovernmental Agreement"), entered into pursuant to Chapter 39.34 RCW. The purposes of TCOMM911 shall include, but are not limited to financing, design, acquisition, construction, equipping, reequipping, operation, maintenance, remodeling, repair, and improvement of emergency communications systems and facilities.

**ARTICLE 2. AUTHORITY AND MEMBERSHIP**

TCOMM911 is established as a nonprofit corporation by the Parties to the Intergovernmental Agreement. The Member Agencies of TCOMM911 shall be as determined pursuant to the Intergovernmental Agreement.

**ARTICLE 3. DEFINITIONS**

Unless the context clearly dictates otherwise, capitalized terms used and not defined herein shall have the meaning set forth in this Article, and if not so defined, then as set forth in the Articles of Incorporation of TCOMM911, as they may be amended and supplemented from time to time (the "Articles"), or, if not defined in the Articles, the meanings set forth in the Intergovernmental Agreement.

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

"Bylaws" means these Bylaws of TCOMM911, as they may be amended from time to time in accordance with the provisions hereof.

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

“Communications Services” shall include 24 hour dispatch for law enforcement, fire services and Medic One, or any communications services recommended by the Operations Board and approved by the Administration Board.

“County” shall mean Thurston County.

“FCC” means the Federal Communications Commission.

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

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

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

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

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

“Non-Member Agency” means any entity that is not a Member Agency.

“Operations Board” means the Operations Board of TCOMM911.

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

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

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

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

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

## ARTICLE 4. OFFICES

The principal office and place of business of TCOMM911 in the State of Washington shall be located at:

2703 Pacific Avenue SE, Suite A  
Olympia, Washington 98501

## ARTICLE 5. ADMINISTRATION BOARD

**Section 5.1 General Powers.** TCOMM911 shall be governed by the Administration Board, which shall be deemed a “board of directors” as that term is used in RCW 24.06.125.

**Section 5.2 Composition of Administration Board.** The Administration Board shall consist of the chair of the Operations Board, who shall have no vote and whose presence or absence shall not be considered in determining the existence of a quorum or the result of a Majority Vote or a Supermajority Vote, and the following eight members:

1. One member of the Board of County Commissioners of Thurston County,
2. The mayor or one city councilmember of the City of Olympia,
3. The mayor or one city councilmember of the City of Lacey,
4. The mayor or one city councilmember of the City of Tumwater,
5. The Thurston County Sheriff,
6. One mayor or councilmember from the City of Yelm, the City of Tenino, the City of Rainier or the Town of Bucoda, to represent all of such municipalities,
7. One Commissioner of Thurston County Fire Protection District No. 3, and
8. One mayor, councilmember or commissioner from one of the Member Agencies that is not otherwise represented, to represent all such Member Agencies.

Each member of the Administration Board shall be deemed a “director” as that term is used in RCW 24.06.130. Members of the Administration Board shall not have terms, but each member shall serve at the pleasure of the entity or entities represented by such member (the “Represented Entities”). In order to serve as a member of the Administration Board, an individual must be appointed to serve on the Administration Board by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Represented Entities. Represented Entities shall designate alternate members to the Administration Board. Alternate members must be appointed to serve by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Represented Entities. For purposes of these Bylaws, and unless the context clearly indicates otherwise, a “member” of the Administration Board shall include both the member and the alternate member of the Administration Board; provided, that (a) the presence of a member’s alternate shall be counted toward a quorum only if such member is not present and (b) the vote of

a member's alternate shall be counted only if such member is not present for such vote. Each member of the Administration Board shall submit to the Chair of the Administration Board in writing the names and contact information of such member and such member's alternate. Members of the Administration Board may be removed as set forth in Section 5.12.

**Section 5.3 Tenure.** Unless a member of the Administration Board resigns or is removed in accordance with these Bylaws, each member of the Administration Board shall hold office until replaced by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Represented Entities.

**Section 5.4 Annual and Other Regular Meetings.** The annual meeting shall be held in March of each year, at such time and place as may be determined by the Administration Board, for the transaction of such business as may come before the meeting. The Administration Board may specify by resolution the time and place for holding any other regular Administration Board meetings, which shall be held at least quarterly. Notice of regular meetings other than annual meetings may be made by providing each member of the Administration Board with the adopted schedule of regular meetings for the ensuing year (including the date, time and place) at any time after the annual meeting that is at least ten days prior to such regular meeting in accordance with RCW 24.06.105. Notice shall also be given to other persons as may be specified pursuant to Chapter 42.30 RCW or other applicable law.

**Section 5.5 Special Meetings.** Special meetings of the Administration Board may be called by the Chair, Vice-Chair or Secretary, or by the written request of at least 25% of the Member Agencies. Notice of special meetings of the Administration Board stating the date, time and place thereof and the purpose or purposes for which the meeting is called shall be delivered to each member of the Administration Board in accordance with RCW 24.06.105. The notice must be written or given by electronic means. Notice shall also be given to other persons as may be specified pursuant to Chapter 42.30 RCW or other applicable law.

**Section 5.6 Waiver of Notice.** Whenever any notice is required to be given to any member of the Administration Board pursuant to applicable law, a waiver thereof in writing signed by the member of the Administration Board entitled to notice shall be deemed equivalent to the giving of notice. Any member of the Administration Board may waive notice of any meeting at any time. The attendance of a member of the Administration Board at a meeting shall constitute a waiver of notice of the meeting except where a member of the Administration Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened. Unless otherwise required by law and as specified in Section 5.5, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Administration Board need be specified in the notice or waiver of notice of such meeting.

**Section 5.7 Quorum.** A majority of the members of the Administration Board shall constitute a quorum for the transaction of any business at any meeting of the Administration Board.

**Section 5.8 Participation by Conference Telephone.** Members of the Administration Board may participate in a regular or special meeting of the Administration Board, or conduct the meeting through the use of, any means of communication by which all members of the

Administration Board participating in the meeting can hear each other during the meeting, consistent with the provisions of Section 5.11. Participation by such means shall constitute presence in person at the meeting.

**Section 5.9 Manner of Acting; Rules of Order.** If a quorum is present when a vote is taken, a decision of the Administration Board by a simple majority of members of the Administration Board present and voting (a "Majority Vote") is the act of the Administration Board, unless the question is one upon which a different vote is required by express provision of law, the Intergovernmental Agreement or these Bylaws. Meetings shall be conducted in accordance with such generally accepted rules of order as the Chair shall determine, provided, that any member of the Administration Board may at any time require that a meeting be conducted in accordance with the latest available edition or revision of Robert's Rules of Order on Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws, the Intergovernmental Agreement, the Articles or any resolution of the Administration Board. The Administration Board may act by voice votes called for by the Chair, but any member of the Administration Board may require a recorded tabulation of votes by making a request either immediately before the vote is taken or immediately after a voice vote has been taken.

**Section 5.10 Voting.** Unless otherwise provided in these Bylaws or the Intergovernmental Agreement, decisions of the Administration Board shall be made by Majority Vote. No Supermajority Vote (a decision of the Administration Board by not less than two-thirds of all members of the Administration Board) may be taken unless reasonable notice of the Supermajority Vote has been given to all members of the Administration Board.

The following actions shall require approval by Supermajority Vote:

1. Addition of any Member Agency;
2. Termination of any Member Agency;
3. Amendments to these Bylaws;
4. Amendments to the Articles;
5. Termination of any member of the Administration Board;
6. Member Assessments (subject to ratification by not less than two-thirds of all Member Agencies as provided in the Intergovernmental Agreement);
7. [Approval of an officer of the Administration Board to serve more than six consecutive terms in the same office;]
8. Termination of the Intergovernmental Agreement (subject to ratification by not less than two-thirds of all Member Agencies as provided in the Intergovernmental Agreement);
9. Change in corporate form; and
10. Corporate dissolution.

**Section 5.11 Open Public Meetings.** All meetings of the Administration Board and any committee thereof shall be open to the public as and to the extent specified pursuant to Chapter 42.30 RCW and other applicable law.

**Section 5.12 Resignation; Removal.** A member of the Administration Board may resign at any time, effective upon the date stated in a letter of resignation delivered to the Chair or the Secretary by that member, or upon receipt by the Chair or Secretary if no such date is specified. A member of the Administration Board may be removed by the appointing Represented Entities. Removal shall be effective upon delivery of written notice of the removal to the Chair or the Secretary by the legislative body or bodies of the appointing Represented Entities. In addition, after 30 days' written notice to the appointing Represented Entities, any member of the Administration Board may be removed with cause by a Supermajority Vote, and the individual removed may not be reappointed by the appointing Represented Entities for one year after the date of removal.

**Section 5.13 Vacancies.** Any vacancy occurring in the Administration Board shall be filled by the appointing Represented Entities within 90 days after the effective date of the resignation/removal of their representative member.

**Section 5.14 Reimbursement of Expenses.** By resolution of the Administration Board, the members of the Administration Board may be reimbursed for reasonable actual out-of-pocket expenses, if any, incurred for attendance at meetings of the Administration Board or a committee thereof or conducting other business of TCOMM911.

## **ARTICLE 6. COMMITTEES; OPERATIONS BOARD**

**Section 6.1 General.** The Administration Board may by resolution create the committees and boards set forth below. The Administration Board may create additional standing committees and special committees as it deems appropriate, and members of such committees shall be appointed by and serve at the pleasure of the Administration Board. Unless otherwise stated, persons who serve as members of a committee shall not be required to be members of the Administration Board or to be elected officials or employees of the Member Agencies. The Administration Board shall attempt to appoint committee members in a manner that encourages diversity of representation and that reflects the diversity of the Member Agencies. Committees shall be governed by such rules regarding meetings, actions without meetings, notice, waiver of notice and quorum as is deemed necessary and appropriate by the Administration Board; provided that, in the absence of contrary direction by the Administration Board, committees shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum (but not voting requirements) that apply to the Administration Board. Recommendations of committees may be made by a simple majority of committee members present and voting. The designation of any such committee and the delegation thereto of authority shall not relieve the Administration Board or any member of the Administration Board of any responsibility imposed by law. No committee shall have the authority to take any action inconsistent with the Articles, these Bylaws or the Intergovernmental Agreement.

**Section 6.2 Executive Committee.** The Administration Board may establish an Executive Committee consisting of the Chair, the Vice-Chair, the Secretary, the Executive Director (if the

Executive Director is not the Secretary), a representative of the Operations Board appointed by the Operations Board and such other members as may be determined by the Administration Board. The Executive Committee shall act based on the direction of the Administration Board and shall make recommendations to the Administration Board.

**Section 6.3    Operations Board.** The Operations Board shall consist of the following ten members:

1. Thurston County Sheriff,
2. Chief of Police of the City of Olympia,
3. Chief of Police of the City of Lacey,
4. Chief of Police of the City of Tumwater,
5. One chief law enforcement officer of the City of Yelm, the City of Tenino or the City of Rainier, to represent all such cities,
6. Fire Chief of Olympia,
7. Fire Chief of Tumwater,
8. Fire Chief of District No. 3,
9. One fire chief, employee or volunteer from one of the Member Agencies that is not otherwise represented, to be selected by the Fire Chiefs Association to represent all such Member Agencies, and
10. One representative of the Emergency Medical Services Administrator (Medic One).

The members of the Operations Board shall select a chair from among their members. Each entity or group of entities represented by a member of the Operations Board shall designate an alternate member to the Operations Board. For purposes of these Bylaws, and unless the context clearly indicates otherwise, a "member" of the Operations Board shall include both members and alternate members of the Operations Board; provided, that (a) the presence of a member's alternate shall be counted toward a quorum only if such member is not present and (b) the vote of a member's alternate shall be counted only if such member is not present for such vote. Each member of the Operations Board shall submit to the Chair of the Administration Board in writing the names and contact information of such member and such member's alternate.

The responsibilities of the Operations Board shall be as follows:

1. Develop operational priorities, policies and procedures;
2. Review requests for additional Communications Services and determine if such Communications Services should be provided; and, if approved by a majority of the

members of the Operations Board, provide the Administration Board with the recommendation and cost for the additional services;

3. The chair shall have the authority to appoint two standing sub-committees, one representing law enforcement interests and the other fire service interests for the purpose of recommending to the full Operations Board on items of interest to their particular group; and
4. The law enforcement agency members of the Operations Board shall establish any necessary rules and regulations governing access to, security for, and operation of the data communications network and any criminal justice records information received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of Chapter 10.97 RCW and Chapter 446-20 of the Washington Administrative Code.

The Operations Board shall meet as frequently as deemed necessary. Any action by the Operations Board requires at least six members present and a majority vote of those present. The Operations Board shall review matters relevant to the operation of the System in accordance with the Intergovernmental Agreement and any proposed plans, changes or modifications thereto, and shall advise the Administration Board on matters relevant to the operation of the System and other matters as requested by the Administration Board.

**Section 6.4 Budget Committee.** A Budget Committee will be appointed each year, consisting of three representatives from the Operations Board and three representatives from the Administration Board.

## **ARTICLE 7. OFFICERS**

**Section 7.1 Titles of Officers.** TCOMM911 shall have a Chair, a Vice-Chair and a Secretary, each of whom shall be appointed by the Administration Board. The Chair shall chair the Administration Board and must be a member of the Administration Board. The Vice-Chair shall perform the duties of the Chair in the Chair's absence and must be a member of the Administration Board. The Secretary shall be responsible for the books and records of TCOMM911 and may be either a member of the Administration Board or the Executive Director. In addition, the officers shall perform such other duties as may be determined by the Administration Board. Additional officers may be appointed by the Administration Board. No member of the Administration Board shall hold more than one office at a time [, and no member of the Administration Board shall be eligible to serve more than six consecutive terms in the same office, except in extraordinary cases as approved by a Supermajority Vote].

**Section 7.2 Appointment and Term of Office.** The officers of TCOMM911 shall be appointed by the Administration Board at the annual meeting, to serve for one year until the next annual meeting or until removed by the Administration Board. Each officer shall hold office until a successor shall have been appointed, except in the event of the termination of an officer's term in the manner herein provided.

**Section 7.3 Resignation.** Any officer may resign at any time by delivering written notice to the Chair or the Secretary, or by giving oral notice at any meeting of the Administration Board.



Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.4    Removal.** Any officer appointed by the Administration Board may be removed by the Administration Board upon 30 days' written notice, with or without cause. Appointment of an officer shall not of itself create contract rights in the individual or in the Member Agency or other entity concerned.

**Section 7.5    Chair.** The Chair (who shall be deemed a "president" as that term is used in RCW 24.06.155) shall preside at all meetings of the Administration Board. The Chair may sign deeds, leases, bonds, contracts, or other instruments that the Administration Board has authorized to be executed, except in cases where the signing and execution thereof are expressly delegated by the Administration Board or by these Bylaws to some other officer or agent of TCOMM911 or shall be required by law to be otherwise signed or executed. In general, the Chair shall perform all duties incident to office of Chair and such other duties as may be prescribed by resolution of the Administration Board.

**Section 7.6    Vice-Chair.** The Vice-Chair shall perform the duties of the Chair in the absence of the Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon such officers and shall perform such other duties as from time to time may be assigned to the Chair by resolution of the Administration Board.

**Section 7.7    Secretary.** The Secretary shall keep, or cause to be kept, the minutes of the proceedings of the Administration Board, shall give notices in accordance with the provisions of these Bylaws and as required by law, shall be custodian of the corporate records of TCOMM911, shall have charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete nonfinancial books and records of TCOMM911.

**Section 7.8    Delegation.** In the case of absence or inability to act of any officer and of any person herein authorized to act in his or her place, the Administration Board may, from time to time, delegate the powers or duties of such officer to any other officer or any member of the Administration Board or Operations Board or other person whom it may select. The Chair may delegate duties or powers in addition to those listed herein to officers of TCOMM911 as necessary or appropriate to the conduct of the affairs of TCOMM911.

**Section 7.9    Vacancies.** Vacancies in any office arising from any cause may be filled by the Administration Board at any regular or special meeting of the Administration Board, subject to the notice provisions set forth in ARTICLE 5.

## **ARTICLE 8.    INDEMNIFICATION**

TCOMM911 shall indemnify officers and members of the Administration Board as set forth in the Articles and may indemnify member of the Operations Board, committees and other persons as provided by resolution of the Administration Board.

## ARTICLE 9. CONFLICTS OF INTEREST

The members of the Administration Board, Operations Board and any committee should make every effort to avoid a conflict or the appearance of a conflict of interest with TCOMM911. Individual members of the Administration Board, the Operations Board or any committee may not, directly or indirectly, solicit a business relationship with TCOMM911 or do anything that might give the appearance of using their position to obtain a business relationship or business advantage with TCOMM911. No member of the Administration Board, the Operations Board or any committee may have an interest in any contract, subcontract or arrangement in connection with a project during his or her tenure as such member or for one year thereafter.

## ARTICLE 10. STAFF AND CONSULTANTS

**Section 10.1 Executive Director.** TCOMM911, acting through the Administration Board, shall hire and retain an Executive Director who shall be an “at will” employee as defined by Washington law. The Executive Director shall report to the Chair and the Administration Board. The Administration Board shall be responsible for supervising and evaluating the Executive Director. After consulting with the Operations Board, the Administration Board may dismiss the Executive Director by Majority Vote. As the chief executive officer and agent of the Administration Board, the Executive Director shall have authority to conduct the day to day operations of TCOMM911; subject to the provisions of Section 10.3, to hire, discipline, set compensation for, discharge and otherwise supervise the other staff of TCOMM911; and to otherwise ensure that the purposes, policies and programs of TCOMM911 are fully and properly carried out.

**Section 10.2 Treasurer.** The initial Treasurer of TCOMM911 shall be the Thurston County Treasurer. The Administration Board may appoint a replacement Treasurer by resolution. The Treasurer shall have responsibility for overseeing the budget of TCOMM911 and ensuring that the accounting system of TCOMM911 meets acceptable accounting standards.

**Section 10.3 Staff.** The staff of TCOMM911 shall consist of such other positions as may be established by the Administration Board. The appointment of a Deputy Director, if any, by the Executive Director shall be subject to ratification by Majority Vote. The Administration Board may also provide that administrative, technical or professional services be performed by contract. Only the Administration Board shall be authorized to hire or retain legal counsel and independent accountants and auditors.

## ARTICLE 11. EXECUTION OF CONTRACTS AND OTHER INSTRUMENTS

Except as otherwise provided by resolution of the Administration Board authorizing the execution thereof, all contracts, deeds, leases, notes, mortgages, pledges, transfers, and other written instruments binding upon TCOMM911 for amounts involving the expenditure of or revenue to TCOMM911 of greater than \$25,000 shall be executed on behalf of TCOMM911 by the Chair and one other officer. Subject to the provisions of Section 12.2, the execution of documents involving lesser amounts may be signed by the Executive Director alone, provided that such amounts are included in the annual budget.

## ARTICLE 12. FINANCES

**Section 12.1 Loans.** No loans to or from TCOMM911 involving amounts greater than \$25,000 shall be contracted on behalf of TCOMM911, and no evidences of indebtedness totaling more than \$25,000 shall be issued in its name unless authorized by the Administration Board. Nothing in this section shall prohibit the Executive Director from obligating TCOMM911 under a conditional sales agreement or similar instrument so long as the value of the purchase does not exceed \$25,000 and such purchase is included in the annual budget. No loans shall be made by TCOMM911 to any officer, member of the Administration Board, Operations Board or any committee or any private entity.

**Section 12.2 Checks, Drafts, Warrants, Orders and Evidences of Indebtedness.**

Except as otherwise expressly provided in these Bylaws, all checks, drafts, warrants or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of TCOMM911 shall be signed by two officers, employees or agents of TCOMM911 in the manner as shall from time to time be prescribed by resolution of the Administration Board. In the absence of such provision by the Administration Board such instrument shall be signed by any two officers of the Administration Board.

**Section 12.3 Contributions and Disbursements.**

All contributions and other funds received by TCOMM911 shall be deposited in a special account or accounts in such banks, trust companies or other depositories as the Administration Board may select. All disbursements shall be made under proper authority of the Administration Board. All contributions, income to and disbursements of TCOMM911 shall be recorded by the Treasurer or Treasurer's designee in appropriate books and records and such records shall be subject to examination at any reasonable time, upon request by any member of the Administration Board.

**Section 12.4 Budget/Financial Management.**

An annual budget of proposed receipts, operating income and expenditures shall be prepared by the Executive Director for the Budget Committee and submitted to each Member Agency and to a joint meeting of the Administration Board and the Operations Board for review by both the Administration Board and the Operations Board and approval by the Administration Board in accordance with procedures established by the Administration Board. The budget shall include an operating reserve in an amount to be determined by the Administration Board. An equipment replacement fund for newly purchased equipment with an aggregate value of \$20,000 or more shall be included in the budget in an amount to be determined by the Administration Board. When approved by the Administration Board, such budget shall be the authorization for expenditures and operating expenses of the Administration Board, subject to amendments to such budget made by the Administration Board.

**Section 12.5 Expenditures for Qualifying Purposes Only.**

Subject to applicable law, the funds of TCOMM911 may be expended or distributed only for the purposes of TCOMM911 described in the Intergovernmental Agreement and in the Articles.

### ARTICLE 13. SEAL

TCOMM911 need not have a corporate seal. If the Administration Board adopts a corporate seal, the seal of TCOMM911 shall be circular in form and consist of the name of TCOMM911 the state and year of incorporation, and the words "Corporate Seal."

### ARTICLE 14. BOOKS AND RECORDS

TCOMM911 shall keep correct and complete books and records of account, minutes of the proceedings of the Administration Board and any committees established by the Administration Board and such other records as may be necessary or advisable. All books and records shall be subject to disclosure under Chapter 42.56 RCW.

### ARTICLE 15. FISCAL YEAR

The fiscal year of TCOMM911 shall be determined by resolution adopted by the Administration Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

### ARTICLE 16. COPIES OF RESOLUTIONS

Any person dealing with TCOMM911 may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Administration Board when such records are certified by the Chair or Secretary.

### ARTICLE 17. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed, and new bylaws may be adopted, by Supermajority Vote.

The undersigned, being the Secretary of TCOMM911, hereby certifies that these Bylaws are the Bylaws of Thurston 9-1-1 Communications, adopted by resolution of the Administration Board on October 6th 2010.

DATED this 7th day of October, 2010.

  
Secretary

**ORIGINAL**

**RESOLUTION NO. 2010-2**

**A RESOLUTION OF THE THURSTON COUNTY DEPARTMENT OF COMMUNICATIONS ADMINISTRATION BOARD, AUTHORIZING THE FORMATION OF A NONPROFIT CORPORATION THROUGH AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES.**

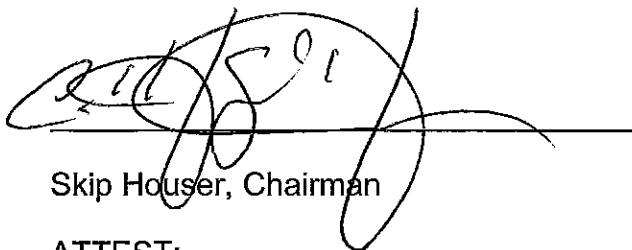
WHEREAS, The Parties and residents of Thurston County benefit both in terms of efficiency and economy from a consolidated communications system (the "System") providing service to Thurston County and the cities, fire protection districts and regional fire authorities with Thurston County, and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to agree to joint provision of Communications Services as defined with the Thurston 9-1-1- Communications Amended and Restated Intergovernmental Agreement for Communications Services, and


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

NOW, THEREFORE, be it resolved that the Thurston County Department of Communications Administration Board hereby adopts the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services and its Exhibits that include Articles of Incorporation and Bylaws.

PASSED by the Thurston County Department of Communications Administration Board, at a regularly scheduled open meeting on the 3<sup>rd</sup> day of November, 2010.

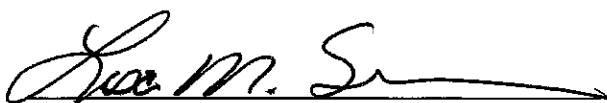


Skip Houser, Chairman

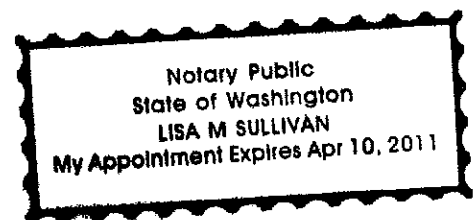


Ed, Hildreth, Vice Chairman

ATTEST:



Lisa M. Sullivan, Administrative Assistant/Notary Public





## City Council

### Approval of a Resolution Authorizing the Purchase of Three Refuse Collection Trucks from Western Peterbilt, Inc.

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.D  
**File Number:** 19-0630

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

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#### **Title**

Approval of a Resolution Authorizing the Purchase of Three Refuse Collection Trucks from Western Peterbilt, Inc.

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the resolution authorizing the purchase of three refuse collection trucks from Western Peterbilt, Inc. and authorizing the City Manager to execute the agreement.

#### **Report**

##### **Issue:**

Whether to approve the purchase of three refuse collection trucks from Western Peterbilt, Inc.

##### **Staff Contact:**

Meliss Maxfield, General Services Director, Public Works Department, 360.753.8202.

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

The Public Works Department's Waste Resources Line of Business has the need to replace three refuse collection trucks. Fleet Operations Services recommended the replacement because the ones in operation currently have reached the end of their serviceable life cycle. Fleet Operations Services conducted extensive research for refuse collection trucks. Using a cooperative purchasing contract through SourceWell, formerly National Joint Power Alliance (NJPA), Western Peterbilt, Inc. of Seattle, Washington is the one vendor that could provide the refuse trucks which best matches Waste Resources needs at the best value.

#### **Neighborhood/Community Interests (if known):**

None

**Options:**

1. Approve the resolution authorizing the purchase of three refuse collection trucks from Western Peterbilt, Inc., and authorizing the City Manager to execute the agreement. The City will receive the best value by purchasing the vehicles from Western Peterbilt, Inc.
2. Do not approve the resolution authorizing the purchase of three refuse collection trucks from Western Peterbilt, Inc. Staff have negotiated the best purchase price utilizing a cooperative purchasing contract through SourceWell. Purchasing outside this cooperative would be more expensive to the City.

**Financial Impact:**

Staff recommends purchasing three refuse collection trucks from Western Peterbilt, Inc. in the amount of \$708,164.14, which includes sales tax and all associated fees. Sufficient funds for the purchase are available in the 'Equipment Rental and Revolving Fund' account number 502.

**Attachments:**

Resolution  
Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON  
AUTHORIZING THE PURCHASE OF THREE PETERBILT REFUSE COLLECTION TRUCKS**

**WHEREAS**, the City of Olympia has determined that it has the need for three Peterbilt refuse collection trucks; and

**WHEREAS**, the City, through the SourceWell Cooperative Purchasing program, is able to purchase the necessary Peterbilt refuse collection trucks for the favorable price of \$708,161.14; and

**WHEREAS**, the City and Western Peterbilt have reached a tentative agreement for the purchase of the three trucks; the agreement is attached hereto as Exhibit A.

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

1. The Olympia City Council hereby authorizes the City Manager to approve the purchase of three Peterbilt refuse collection trucks from Western Peterbilt, Inc. of Seattle, Washington for an amount not to exceed Seven Hundred Eight Thousand One Hundred Sixty-four and 14/100 Dollars (\$708,164.14).
2. The 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 \_\_\_\_\_ 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



**SUPPLEMENTAL TERMS & CONDITIONS**

**WESTERN PETERBILT, INC**

**Sourcewell (Formerly NJPA) Master Contract # 081-716-PMC**

This Supplemental Terms & Conditions 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 Western Peterbilt, Inc., a Washington Corporation ("Contractor").

The City seeks to acquire three (3) Endless Chain Roll-Off Trucks which include three (3) 2020 Peterbilt 520 Left Hand Drive 4 Axle Chassis, and three (3) 2019 AA Welding Advantage AAR024 60,000 lbs. Endless Chain Roll Off Bodies for the not-to-exceed contract amount of Seven Hundred Eight Thousands One Hundred Sixty-four and 14/100 Dollars (\$708,164.14), and the City desires to engage the Contractor to provide these goods to the City.

Now, therefore, the parties agree as follows:

I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this Agreement:

- ☐ Peterbilt Motors Company Master Contract ..... Exhibit A
- ☐ Pricing ..... Exhibit B
- ☐ Vehicle Specifications ..... Exhibit C
- ☐ Statement of Compliance with Nondiscrimination Requirement ..... Exhibit D
- ☐ Equal Benefits Compliance Declaration ..... Exhibit E

II. These terms and conditions amend and supplement the Peterbilt Motors Master Contract (Exhibit A) and Pricing (Exhibit B), and take precedence over any conflicting provisions of those documents. Any and all references to Sourcewell (formerly NJPA) in the Peterbilt Motors Company Master Contract (Exhibit A) means City.

**1. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT**

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

**2. AUDIT EXCEPTION**

The Contractor is financially responsible for and will repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure for any

reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay survives the expiration or termination of this Agreement.

### 3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. The City is not liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

### 4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor's employees, agents, subcontractors, and representatives shall not unlawfully discriminate 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 does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor 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 is grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor'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 Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, will, 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, Contractor shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit E. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit F.

## 5. INDEMNIFICATION/INSURANCE REQUIREMENTS

A. Indemnification / Hold Harmless. Contractor 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 Contractor 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 survive the expiration or termination of this Agreement.

B. Insurance Term. The Contractor 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 Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the Agreement does not limit the liability of the Contractor 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. Contractor 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 must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under the Contractor'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 Contractor's profession.

E. Minimum Amounts of Insurance. Contractor 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 must be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they must be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City must be excess of the Contractor's insurance and does 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. Contractor 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 Contractor before commencement of the work.

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

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor 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 Contractor from the City.

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.

## 6. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, or upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

## 7. TERMINATION FOR NON-APPROPRIATION

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not 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 accrues to the City in the event this provision applies.

8. 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 are 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 in no way affects or invalidates any other provision hereof and such other provisions remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith is inoperative and null and void insofar as it may be in conflict therewith, and is modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City has 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 Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor 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 is 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 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 is 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 does 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 is made in and is 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 Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties must 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 must 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 do not 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 Contractor'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 are 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 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 may 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 must 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.

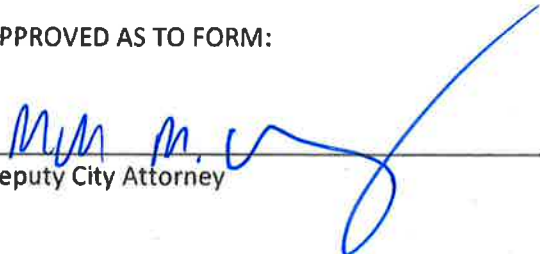
R. Early Retirement from the State of Washington- Certification. By signing this form, the signatory certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions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

**\*\* Signature on the following page \*\***

**CITY OF OLYMPIA**


By: \_\_\_\_\_  
Steven R Hall  
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 the Contractor.**

**WESTERN PETERBILT, LLC**

  
By: \_\_\_\_\_  
Stu Fox  
Director of Refuse Sales  
3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383  
Date of Signature: 6/28/19

## EXHIBIT A

## PETERBUILT MOTORS COMPANY MASTER CONTRACT

Form CEXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUESTCompany Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification   | Exception   | NJPA<br>ACCEPTS            |
|--------------|---|---|----------------------------|
| 3.11.1/5     | ...fifth-year contract option...  | Peterbilt reserves the right to accept or reject fifth year contract option.  | Accepted as clarification. |
| 3.14/6       | Any such dealer will be considered a sub-contractor of proposer/vendor.   | Dealers as independently businesses.  | Accepted as clarification. |
| 3.23/8       | Vendor will take sole responsibility for the performance of delivered equipment/products/services.  | Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.                    | Accepted as clarification. |
| 3.23.2/8     | Vendor assumes all responsibility for the equipment/products/services/and actions of any such sub-contractor.   | Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.                    | Accepted as clarification. |
| 3.26.1/9     | ...additional one-year renewal/extension.   | Peterbilt reserves the right to accept or reject fifth year contract option.  | Accepted as clarification. |
| 5.54/16      | Proposer agrees to pay for and return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products. | Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures. Any vehicle not meeting specified standards of form, fit, or function will be corrected by authorized dealer. | Accepted as clarification. |
| 6.13/19      | NJPA reserves the right to request and test equipment/products and related services and seek clarification from Proposers.  | NJPA may request factory visit to view manufacturing processes and operate available products.  | Accepted as clarification. |
| 7.5/24       | Performance bond.   | Not industry applicable.  | Accepted.                  |

Proposer's Signature:

Date: 5/30/16Form C



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification   | Exception   | NJPA<br>ACCEPTS             |
|--------------|---|---|-----------------------------|
| 7.7/25       | Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA members as it applies to this RFP and contract. | Peterbilt Motors Company will report quantity of units purchased under the program to reflect proposed rebate on per unit basis.    | Not accepted.<br>See below. |
| 7.12/6       | Under no circumstances may the vendor make unauthorized substitutions.  | Dealers will be notified of any product substitution in the event of supplier constraints. Substitutions will be of equal standard. | See below.                  |
| 8.23/29      | Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as part of the purchase order when requested by NJPA or an NJPA member.        | Requests will be limited to specific parts/assemblies as they relate to the product being ordered.                                  | Accepted as clarification.  |
|              |   |   |                             |
|              |   |   |                             |
|              |   |   |                             |
|              |   |   |                             |
|              |   |   |                             |

Proposer's Signature: \_\_\_\_\_

*[Signature]*

Date: 8/31/16

**NJPA's clarification on exceptions listed above:**

7.7: The required information must be reported to NJPA to assure compliance with Contract terms. Additionally, this information is crucial to NJPA maintaining accurate membership records.

7.12: The following clarification is Accepted by NJPA: Depending on supplier constraints, Peterbilt Motors Company may substitute specified items with materially equivalent offerings from other suppliers. Offerings that are materially different will be communicated through the dealer network to the end-user.



**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Pertubilt Motors Company Date: 8/3/16

Company Address: 1700 Woodbrook Street

City: Denton State: TX Zip: 76205

Contact Person: Jameson Giffis Title: National Fleet Sales Manager

Authorized Signature:   
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

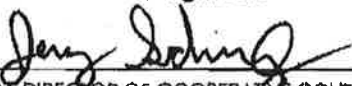
NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-PMC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

NJPA Contract # 081716-PMC

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Peterbilt Motors Company

Address: 1700 Woodbrook Street

City/State/Zip: Denton, TX 76205

Telephone Number: 615-707-5821

E-mail Address: jameson.griffis@pacor.com

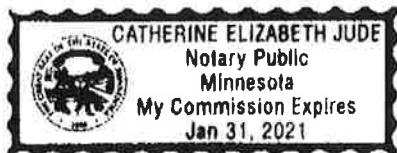
Authorized Signature: 

Authorized Name (printed): Jameson Griffis

Title: National Fleet Sales Manager

Date: 08/31/16

Notarized



Subscribed and sworn to before me this 31<sup>st</sup> day of August, 2016

Notary Public in and for the County of Hennepin State of MN

My commission expires: January 31, 2021

Signature: C. Jude

**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Peterbilt Motors Company

Questionnaire completed by: Jameson Griffis

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)? **Negotiated by Dealer.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? **Finance and leasing options are available through PACCAR Financial Corporation.**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **All equipment specifications will be generated by the selling dealer. The order for the equipment will be placed by the selling dealer to Peterbilt Motors Company along with an identifying sales code. This sales code is searchable in the Peterbilt orders database and will allow the unit(s) to be identified as NJPA Member order.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Payments terms are negotiated between directly between customer and dealer.**

**Warranty**

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor? **See warranty quick reference attachments.**
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Warranty limitation are based on time and/or mileage for the vehicle and time/mileage/engine hours for the engine and aftertreatment system that start from the original Date-In-Service of the vehicle.**
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Towing or Road Call to the vehicle location is allowed under the Standard Engine Warranty. The Standard On-Highway Vehicle Warranty does not include towing or road call provisions. An extended towing coverage plan is offered separately for the vehicle.**
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? **All warrantable repairs can be performed by any authorized Peterbilt service location in North America.**
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **OEM parts must be used in all warrantable repairs.**
  - What are your proposed exchange and return programs and policies? **Exchanges and returns are addressed by dealer policy.**
- 6) Describe any service contract options for the items included in your proposal. **Full and modified service contract options are available through PacLease.**



### Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) **See Attachment**
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. **See Attachment.**
- 9) The pricing offered in this proposal is
  - \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. **Pricing offered assumes volume discount.**
- 11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. **Sourced goods may be supplied at cost plus 10% at participating dealers.**
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. **Pricing will not include federal excise tax or any other state, local, or other use taxes. Pricing includes shipment of chassis from the point of manufacture to a single destination in the contiguous United States and Canada.**
- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. **Peterbilt Motors Co. standard freight rate will include shipping to one destination in the contiguous United States and Canada.**
- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. **Peterbilt Motors Co. will provide chassis delivery from manufacture at standard freight rate (\$2,125) will include shipping to one destination in the contiguous United States and Canada. Shipping outside of contiguous United States can be arranged at additional costs based on time requirements and shipping methods.**
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal. **Peterbilt Motors Company has relationships with select tractor upfitting/body vendors located near its production facilities. These vendors are able to pick up the chassis to perform upfitting and return the chassis to Peterbilt after the modifications are complete. Peterbilt will then ship the chassis to its final destination without additional shipping charges.**
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. **All Peterbilt orders are entered into the production schedule using sales codes that identify required parts, options, and special pricing requirements. NJPA will be provided a unique sales code that will identify NJPA member orders. A self audit will be performed quarterly by searching the Peterbilt internal database for orders with the NJPA sales code that identifies the order as originating from a NJPA member. It will be the NJPA member's responsibility to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member**

to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member receives correct pricing and that NJPA is awarded the administrative fee. If the code is not placed on the order, the order will be considered as a standard order and pricing or administrative fee will not be guaranteed. Disputes regarding order credit will be limited to the prior quarter's reporting period.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) Peterbilt Motors Company will issue a \$500 credit per chassis ordered to NJPA. The credit will be issued quarterly. All credits will be dependant upon and identified by the required NJPA sales code being attached to the order. Credit disputes will be limited to previous quarter.

#### Industry-Specific Questions

- 18) Describe any manufacturing processes or material specification-related attributes that contribute to **chassis** strength, durability, and reliability, and that differentiate your offering in the marketplace.

Standard 120,000 psi frame rails custom drilled per specification with Huck Bolt fasteners. Huck Bolts offer 5x fatigue strength of standard nut/bolt assemblies. Peterbilt frames use industry leading air & electrical routings to minimize service issues and extend truck life.

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to **cab** strength, durability, and driver safety/usability, and that differentiate your offering in the marketplace.

Peterbilt trucks are standard with an all aluminum a lightweight, corrosion resistant cab. Piano-style door hinges maintain door alignment and bulkhead-style doors increase cab strength. Stainless steel grill offers additional protection to engine and cooling system components from road debris and impacts. The Metton hood on Peterbilt conventional medium duty conventional and vocational modeals offer superior flexibility and resistance to cracking. The advantage of Metton over fiberglass hoods increases at extreme temperatures. Two stage paint (base coat + clear coat) robotic paint process that ensures even application and maintains the longest lasting color brightness and shade resulting in less paint/corrosion related maintenance items.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Peterbilt is an industry leader in technology and innovation. Although remote diagnostics have been available in the market for some time, Peterbilt's SmartLink, is an improvement over other offerings in the marketplace. SmartLink addresses feedback from customers regarding remote diagnostic issues and functionality limitations. SmartLink provides instant data to fleet managers regarding the health status and location of the unit. SmartLink enables the fleet manager to provide instruction to the driver of how to proceed during a maintenance event. Peterbilt also offers and dash mounted infotainment system. This system can be used to control audio/visual, view cameras, navigation, truck data, and integrated EOBR systems. Peterbilt's Driver Performance Assistant can provide efficiency feedback to drivers. This system monitors the driver's braking, accelerating, etc. to suggest ways to increase fuel economy.

- 21) Provide any market data supporting the longevity and reliability of your proposed solutions.

According to R.L. Polk data 1985-2013, 94% of all Peterbilt class 6/7 trucks and tractors were still in operation. 97% of all Peterbilt class 6/7 trucks and tractors were still in operation from 1998-2013. Peterbilt class 6/7 trucks and tractors achieved the highest percentage of units in operation with the lowest ranked competitor at 68% and 83% respectively.

- 22) As a percentage of your total units sold over the past three years, what portion are day cabs? ~50%

- 23) What is your parts order fill rate? ~99%

- 24) What is your US market share? Canadian share (if any)? Medium Duty 7.5% and Heavy Duty 13.1% |

Signature: \_\_\_\_\_



Date: 8/31/16





## EXHIBIT B - PRICING

### WESTERN PETERBILT, INC.

3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383



May 30, 2019

Mr. Mo Matthiesen  
Fleet Supervisor  
City of Olympia  
1401 Eastside Street SE  
Olympia, WA 98507

REF: AGREEMENT FOR SOURCEWELL BID CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of (3) three or more Endless Chain Roll-Off Trucks for the AA Welding Advantage Roll-Off per Sourcwell Contract #081-716-PMC.

Following, please find the breakdown of the base prices and options:

|   |               |
|---|---------------|
| -2020 Peterbilt 520 Left Hand Drive 4 Axle Chain and Hook Roll-Off Chassis per the City of Olympia specifications. Current list price \$253,739.00 minus 41.32% discount of \$104,844.95 for a total of \$148,894.05. | \$ 148,894.05 |
| -Floorplan or interest cost of 175 days at \$18.40 per day or \$3,220.00  | \$ 3,220.00   |
| -Doc fees.  | \$ 150.00     |
| -Detailing.   | \$ 275.00     |
| -Fuel.  | \$ 200.00     |
| -Subtotal for chassis per unit  | \$ 152,739.05 |
| -2019 AA Welding Advantage AAR024 60,000 lbs. Endless Chain Roll Off per the City of Olympia specifications.  | \$ 58,227.79  |
| -20 lbs Fire Extinguisher.  | \$ 388.89     |
| -Marker lights - Back of Boom on Sides.   | \$ 583.33     |
| -Body PDI   | \$ 1,111.11   |
| -Freight to Olympia.  | \$ 1,155.56   |

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

6214 E Broadway  
Spokane, WA, 99212  
(509) 535-4241  
FAX: (509) 536-3949  
1-800-572-6219

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| -Sub Total                          | \$ 214,205.73                        |
| -Extension                          | <u>X3</u>                            |
| -Sub Total                          | \$ 642,617.19                        |
| -Washington State Sales Tax (10.2%) | <u>\$ 65,546.95</u>                  |
| <b>Total</b>                        | <b>\$ 708,164.14</b><br><b>=====</b> |

An early pay discount of \$2,800.00 per each chassis will be deducted from the base chassis price if the chassis is paid within 10 business days from the date the City Representative, Mo Matthiensen receives an email notification at [mmatthie@ci.olympis.wa.us](mailto:mmatthie@ci.olympis.wa.us) or telephone notification at 360-753-8215 from Western Peterbilt representative, Stu Fox or his designee.

Please see the attached Sourcewell bid documentation(See Exhibit C, Vehicle Specifications.)

Thank you for the opportunity to earn your business!

*Stu Fox*

Stu Fox  
Director of Refuse Sales  
Western Peterbilt, Inc.

Exhibit D

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.

Western Peterbilt, LLC / Gayle Smith <sup>Director of Human Resources</sup> 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? Annual + training

☒ If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

Postings in employee break rooms

☐ 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.

Gayle A. Smith  
(Signature)

6/25/2019  
(Date)

Gayle A. Smith  
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 E**  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

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

---

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

Western Peterbilt, LLC

Consultant Name

Gayle A. Smith

Signature

Gayle A. Smith

Name (please print)

6/25/2019

Date

Director of Human

Title

Resources

## SUPPLEMENTAL TERMS & CONDITIONS

### WESTERN PETERBILT, INC

#### Sourcewell (Formerly NJPA) Master Contract # 081-716-PMC

This Supplemental Terms & Conditions 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 Western Peterbilt, Inc., a Washington Corporation ("Contractor").

The City seeks to acquire three (3) Endless Chain Roll-Off Trucks which include three (3) 2020 Peterbilt 520 Left Hand Drive 4 Axle Chassis, and three (3) 2019 AA Welding Advantage AAR024 60,000 lbs. Endless Chain Roll Off Bodies for the not-to-exceed contract amount of Seven Hundred Eight Thousands One Hundred Sixty-four and 14/100 Dollars (\$708,164.14), and the City desires to engage the Contractor to provide these goods to the City.

Now, therefore, the parties agree as follows:

I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this Agreement:

- ☐ Peterbilt Motors Company Master Contract ..... Exhibit A
- ☐ Pricing..... Exhibit B
- ☐ Vehicle Specifications .....Exhibit C
- ☐ Statement of Compliance with Nondiscrimination Requirement.....Exhibit D
- ☐ Equal Benefits Compliance Declaration .....Exhibit E

II. These terms and conditions amend and supplement the Peterbilt Motors Master Contract (Exhibit A) and Pricing (Exhibit B), and take precedence over any conflicting provisions of those documents. Any and all references to Sourcewell (formerly NJPA) in the Peterbilt Motors Company Master Contract (Exhibit A) means City.

#### 1. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

#### 2. AUDIT EXCEPTION

The Contractor is financially responsible for and will repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure for any

reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay survives the expiration or termination of this Agreement.

### 3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. The City is not liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

### 4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor's employees, agents, subcontractors, and representatives shall not unlawfully discriminate 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 does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor 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 is grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor'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 Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, will, 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, Contractor shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit E. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit F.

## 5. INDEMNIFICATION/INSURANCE REQUIREMENTS

A. Indemnification / Hold Harmless. Contractor 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 Contractor 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 survive the expiration or termination of this Agreement.

B. Insurance Term. The Contractor 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 Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the Agreement does not limit the liability of the Contractor 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. Contractor 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 must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under the Contractor'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 Contractor's profession.

E. Minimum Amounts of Insurance. Contractor 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 must be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they must be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City must be excess of the Contractor's insurance and does 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. Contractor 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 Contractor before commencement of the work.

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

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor 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 Contractor from the City.

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.

## 6. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, or upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

## 7. TERMINATION FOR NON-APPROPRIATION

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not 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 accrues to the City in the event this provision applies.



8. 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 are 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 in no way affects or invalidates any other provision hereof and such other provisions remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith is inoperative and null and void insofar as it may be in conflict therewith, and is modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City has 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 Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor 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 is 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 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 is 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 does 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 is made in and is 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 Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties must 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 must 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 do not 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 Contractor'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 are 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 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 may 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 must 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.

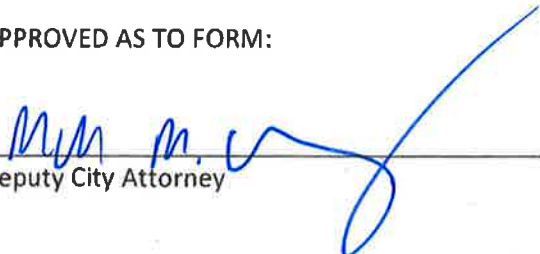
R. Early Retirement from the State of Washington- Certification. By signing this form, the signatory certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions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

**\*\* Signature on the following page \*\***

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven R Hall  
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 the Contractor.**

**WESTERN PETERBILT, LLC**

  
By: \_\_\_\_\_  
Stu Fox  
Director of Refuse Sales  
3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383  
Date of Signature: 6/28/19

## EXHIBIT A

## PETERBUILT MOTORS COMPANY MASTER CONTRACT

Form CEXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUESTCompany Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification   | Exception   | NJPA<br>ACCEPTS            |
|--------------|---|---|----------------------------|
| 3.11.1/5     | ...fifth-year contract option...  | Peterbilt reserves the right to accept or reject fifth year contract option.  | Accepted as clarification. |
| 3.14/6       | Any such dealer will be considered a sub-contractor of proposer/vendor.   | Dealers as independently businesses.  | Accepted as clarification. |
| 3.23/8       | Vendor will take sole responsibility for the performance of delivered equipment/products/services.  | Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.                    | Accepted as clarification. |
| 3.23.2/8     | Vendor assumes all responsibility for the equipment/products/services/and actions of any such sub-contractor.   | Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.                    | Accepted as clarification. |
| 3.26.1/9     | ...additional one-year renewal/extenstion.  | Peterbilt reserves the right to accept or reject fifth year contract option.  | Accepted as clarification. |
| 5.54/16      | Proposer agrees to pay for and return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products. | Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures. Any vehicle not meeting specified standards of form, fit, or function will be corrected by authorized dealer. | Accepted as clarification. |
| 6.13/19      | NJPA reserves the right to request and test equipment/products and related services and seek clarification from Proposers.  | NJPA may request factory visit to view manufacturing processes and operate available products.  | Accepted as clarification. |
| 7.5/24       | Performance bond.   | Not industry applicable.  | Accepted.                  |

Proposer's Signature:

A handwritten signature in black ink, appearing to read "Jameson L. Laffin", is written over a horizontal line.

Date: 5/31/16Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification   | Exception   | NJPA<br>ACCEPTS            |
|--------------|---|---|----------------------------|
| 7.7/25       | Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA members as it applies to this RFP and contract. | Peterbilt Motors Company will report quantity of units purchased under the program to reflect proposed rebate on per unit basis.    | Not accepted<br>See below. |
| 7.12/6       | Under no circumstances may the vendor make unauthorized substitutions.  | Dealers will be notified of any product substitution in the event of supplier constraints. Substitutions will be of equal standard. | See below.                 |
| 8.23/29      | Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as part of the purchase order when requested by NJPA or an NJPA member.        | Requests will be limited to specific parts/assemblies as they relate to the product being ordered.                                  | Accepted as clarification. |
|              |   |   |                            |
|              |   |   |                            |
|              |   |   |                            |
|              |   |   |                            |
|              |   |   |                            |

Proposer's Signature: *James Left*

Date: 8/31/14

**NJPA's clarification on exceptions listed above:**

7.7: The required information must be reported to NJPA to assure compliance with Contract terms. Additionally, this information is crucial to NJPA maintaining accurate membership records.

7.12: The following clarification is Accepted by NJPA: Depending on supplier constraints, Peterbilt Motors Company may substitute specified items with materially equivalent offerings from other suppliers. Offerings that are materially different will be communicated through the dealer network to the end-user.



**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Restorbill Motors Company Date: 8/3/16

Company Address: 1700 Woodbrook Street

City: Denton State: TX Zip: 76205

Contact Person: Jameson Giffis Title: National Fleet Sales Manager

Authorized Signature:   
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

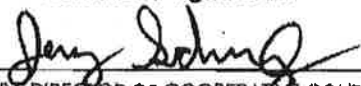
NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-PMC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments,

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

NJPA Contract # 081716-PMC



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**



By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Peterbilt Motors Company

Address: 1700 Woodbrook Street

City/State/Zip: Denton, TX 76205

Telephone Number: 615-707-5801

E-mail Address: jameson.griffis@pacor.com

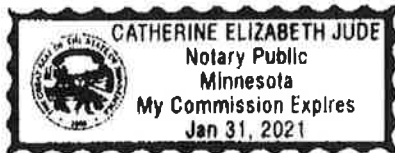
Authorized Signature: 

Authorized Name (printed): Jameson Griffis

Title: National Fleet Sales Manager

Date: 08/31/16

Notarized



Subscribed and sworn to before me this 31<sup>st</sup> day of August, 2016

Notary Public in and for the County of Hennepin State of MN

My commission expires: January 31, 2021

Signature: C. Jude

**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Peterbilt Motors Company

Questionnaire completed by: Jameson Griffis

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)? **Negotiated by Dealer.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? **Finance and leasing options are available through PACCAR Financial Corporation.**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **All equipment specifications will be generated by the selling dealer. The order for the equipment will be placed by the selling dealer to Peterbilt Motors Company along with an identifying sales code. This sales code is searchable in the Peterbilt orders database and will allow the unit(s) to be identified as NJPA Member order.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Payments terms are negotiated between directly between customer and dealer.**

**Warranty**

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor? **See warranty quick reference attachments.**
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Warranty limitation are based on time and/or mileage for the vehicle and time/mileage/engine hours for the engine and aftertreatment system that start from the original Date-In-Service of the vehicle.**
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Towing or Road Call to the vehicle location is allowed under the Standard Engine Warranty. The Standard On-Highway Vehicle Warranty does not include towing or road call provisions. An extended towing coverage plan is offered separately for the vehicle.**
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? **All warrantable repairs can be performed by any authorized Peterbilt service location in North America.**
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **OEM parts must be used in all warrantable repairs.**
  - What are your proposed exchange and return programs and policies? **Exchanges and returns are addressed by dealer policy.**
- 6) Describe any service contract options for the items included in your proposal. **Full and modified service contract options are available through PacLease.**

### Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) **See Attachment**
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. **See Attachment.**
- 9) The pricing offered in this proposal is
  - ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - ☐ d. other than what the Proposer typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. **Pricing offered assumes volume discount.**
- 11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. **Sourced goods may be supplied at cost plus 10% at participating dealers.**
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. **Pricing will not include federal excise tax or any other state, local, or other use taxes. Pricing includes shipment of chassis from the point of manufacture to a single destination in the contiguous United States and Canada.**
- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. **Peterbilt Motors Co. standard freight rate will include shipping to one destination in the contiguous United States and Canada.**
- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. **Peterbilt Motors Co. will provide chassis delivery from manufacture at standard freight rate (\$2,125) will include shipping to one destination in the contiguous United States and Canada. Shipping outside of contiguous United States can be arranged at additional costs based on time requirements and shipping methods.**
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal. **Peterbilt Motors Company has relationships with select tractor upfitting/body vendors located near its production facilities. These vendors are able to pick up the chassis to perform upfitting and return the chassis to Peterbilt after the modifications are complete. Peterbilt will then ship the chassis to its final destination without additional shipping charges.**
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. **All Peterbilt orders are entered into the production schedule using sales codes that identify required parts, options, and special pricing requirements. NJPA will be provided a unique sales code that will identify NJPA member orders. A self audit will be performed quarterly by searching the Peterbilt internal database for orders with the NJPA sales code that identifies the order as originating from a NJPA member. It will be the NJPA member's responsibility to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member**



to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member receives correct pricing and that NJPA is awarded the administrative fee. If the code is not placed on the order, the order will be considered as a standard order and pricing or administrative fee will not be guaranteed. Disputes regarding order credit will be limited to the prior quarter's reporting period.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) Peterbilt Motors Company will issue a \$500 credit per chassis ordered to NJPA. The credit will be issued quarterly. All credits will be dependant upon and identified by the required NJPA sales code being attached to the order. Credit disputes will be limited to previous quarter.

#### Industry-Specific Questions

- 18) Describe any manufacturing processes or material specification-related attributes that contribute to **chassis** strength, durability, and reliability, and that differentiate your offering in the marketplace.

Standard 120,000 psi frame rails custom drilled per specification with Huck Bolt fasteners. Huck Bolts offer 5x fatigue strength of standard nut/bolt assemblies. Peterbilt frames use industry leading air & electrical routings to minimize service issues and extend truck life.

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to **cab** strength, durability, and driver safety/usability, and that differentiate your offering in the marketplace.

Peterbilt trucks are standard with an all aluminum a lightweight, corrosion resistant cab. Piano-style door hinges maintain door alignment and bulkhead-style doors increase cab strength. Stainless steel grill offers additional protection to engine and cooling system components from road debris and impacts. The Metton hood on Peterbilt conventional medium duty conventional and vocational modeals offer superior flexibility and resistance to cracking. The advantage of Metton over fiberglass hoods increases at extreme temperatures. Two stage paint (base coat + clear coat) robotic paint process that ensures even application and maintains the longest lasting color brightness and shade resulting in less paint/corrosion related maintenance items.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Peterbilt is an industry leader in technology and innovation. Although remote diagnostics have been available in the market for some time, Peterbilt's SmartLinq, is an improvement over other offerings in the marketplace. SmartLinq addresses feedback from customers regarding remote diagnostic issues and functionality limitations. SmartLinq provides instant data to fleet managers regarding the health status and location of the unit. SmartLinq enables the fleet manager to provide instruction to the driver of how to proceed during a maintenance event. Peterbilt also offers and dash mounted infotainment system. This system can be used to control audio/visual, view cameras, navigation, truck data, and integrated EOBR systems. Peterbilt's Driver Performance Assistant can provide efficiency feedback to drivers. This system monitors the driver's braking, accelerating, etc. to suggest ways to increase fuel economy.

- 21) Provide any market data supporting the longevity and reliability of your proposed solutions.

According to R.L. Polk data 1985-2013, 94% of all Peterbilt class 6/7 trucks and tractors were still in operation. 97% of all Peterbilt class 6/7 trucks and tractors were still in operation from 1998-2013. Peterbilt class 6/7 trucks and tractors achieved the highest percentage of units in operation with the lowest ranked competitor at 68% and 83% respectively.

- 22) As a percentage of your total units sold over the past three years, what portion are day cabs? ~50%

- 23) What is your parts order fill rate? ~99%

- 24) What is your US market share? Canadian share (if any)? Medium Duty 7.5% and Heavy Duty 13.1% |

Signature: \_\_\_\_\_



Date: 8/31/14



## EXHIBIT B - PRICING

### WESTERN PETERBILT, INC.

3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383



May 30, 2019

Mr. Mo Matthiesen  
Fleet Supervisor  
City of Olympia  
1401 Eastside Street SE  
Olympia, WA 98507

REF: AGREEMENT FOR SOURCEWELL BID CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of (3) three or more Endless Chain Roll-Off Trucks for the AA Welding Advantage Roll-Off per Sourcwell Contract #081-716-PMC.

Following, please find the breakdown of the base prices and options:

|   |               |
|---|---------------|
| -2020 Peterbilt 520 Left Hand Drive 4 Axle Chain and Hook Roll-Off Chassis per the City of Olympia specifications. Current list price \$253,739.00 minus 41.32% discount of \$104,844.95 for a total of \$148,894.05. | \$ 148,894.05 |
| -Floorplan or interest cost of 175 days at \$18.40 per day or \$3,220.00  | \$ 3,220.00   |
| -Doc fees.  | \$ 150.00     |
| -Detailing.   | \$ 275.00     |
| -Fuel.  | \$ 200.00     |
| -Subtotal for chassis per unit  | \$ 152,739.05 |
| -2019 AA Welding Advantage AAR024 60,000 lbs. Endless Chain Roll Off per the City of Olympia specifications.  | \$ 58,227.79  |
| -20 lbs Fire Extinguisher.  | \$ 388.89     |
| -Marker lights - Back of Boom on Sides.   | \$ 583.33     |
| -Body PDI   | \$ 1,111.11   |
| -Freight to Olympia.  | \$ 1,155.56   |

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

6214 E Broadway  
Spokane, WA, 99212  
(509) 535-4241  
FAX: (509) 536-3949  
1-800-572-6219

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| -Sub Total                          | \$ 214,205.73                        |
| -Extension                          | <u>X3</u>                            |
| -Sub Total                          | \$ 642,617.19                        |
| -Washington State Sales Tax (10.2%) | <u>\$ 65,546.95</u>                  |
| <b>Total</b>                        | <b>\$ 708,164.14</b><br><b>=====</b> |

An early pay discount of \$2,800.00 per each chassis will be deducted from the base chassis price if the chassis is paid within 10 business days from the date the City Representative, Mo Matthiensen receives an email notification at [mmatthie@ci.olympis.wa.us](mailto:mmatthie@ci.olympis.wa.us) or telephone notification at 360-753-8215 from Western Peterbilt representative, Stu Fox or his designee.

Please see the attached Sourcewell bid documentation(See Exhibit C, Vehicle Specifications.)

Thank you for the opportunity to earn your business!

*Stu Fox*

Stu Fox  
Director of Refuse Sales  
Western Peterbilt, Inc.

**Exhibit D**

**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.

Western Peterbilt, LLC/Gayle Smith <sup>Director of Human Resources</sup> 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? Annual + Training

☒ If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

Postings in employee break rooms

☐ 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.

Gayle A. Smith  
(Signature)

6/25/2019  
(Date)

Gayle A. Smith  
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 E**  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

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

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

Western Peterbilt, LLC

Consultant Name

Gayle A. Smith

Signature

Gayle A. Smith

Name (please print)

6/25/2019

Date

Director of Human

Title

Resources





## City Council

### Approval of a Resolution Authorizing the City of Olympia to Participate in the SourceWell Cooperative Purchasing Program

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.E  
**File Number:** 19-0640

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

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#### **Title**

Approval of a Resolution Authorizing the City of Olympia to Participate in the SourceWell Cooperative Purchasing Program

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the resolution authorizing the City of Olympia to participate in the SourceWell Cooperative Purchasing Program and authorizing the City Manager to register for the SourceWell Cooperative Purchasing Program.

#### **Report**

##### **Issue:**

Whether to authorize the City of Olympia to participate in the SourceWell Cooperative Purchasing Program.

##### **Staff Contact:**

Meliss Maxfield, General Services Director, Public Works Department, 360.753.8202.

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

The City of Olympia desires to participate in SourceWell, which State law created as a cooperative to provide programs and services to members in education and government. SourceWell was established with the statutory purpose to assist members in meeting specific needs, which are more efficiently delivered cooperatively than by an individual entity.

The primary purpose of participating in SourceWell is to fulfill and execute its respective public governmental purposes, goals, objectives, programs, and functions. These include the purchase of equipment, fleet vehicles, and related supplies, materials, technology, public safety, furniture, fixtures,

or other items and services.

Staff has reviewed the benefits of participating in SourceWell and, based on this review, has concluded the program will provide the best value to City taxpayers because of the anticipated savings it would realize.

**Neighborhood/Community Interests (if known):**

None

**Options:**

1. Approve the resolution authorizing the City of Olympia to participate in the SourceWell Cooperative Purchasing Program and authorizing the City Manager to register for the SourceWell Cooperative Purchasing Program. The City will more efficiently purchase goods and services.
2. Do not authorize the City Manager to register for the SourceWell Cooperative Purchasing Program on behalf of the City of Olympia. Purchasing outside this cooperative would be more expensive to the City.

**Financial Impact:**

SourceWell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. Therefore, the City of Olympia will save time, resources and money when procuring goods and services through SourceWell.

**Attachments:**

Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON  
AUTHORIZING PARTICIPATION IN THE SOURCEWELL COOPERATIVE PURCHASING**

**WHEREAS**, the City of Olympia desires to participate in the SourceWell Cooperative Purchasing program ("SourceWell"), which was created by state law as a service cooperative to provide programs and services to members in education and government. SourceWell was established with the statutory purpose to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually; and

**WHEREAS**, the City of Olympia desires to participate in SourceWell for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs, and functions, including the purchase of equipment, fleet, and related, supplies, materials, technology, public safety, furniture, fixtures, or other items and services; and

**WHEREAS**, the City of Olympia has reviewed the benefits of participating in SourceWell and based on this review has concluded the program will provide the best value to taxpayers of the City through the anticipated savings to be realized;

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

The Olympia City Council hereby authorized the City of Olympia to participate in the SourceWell Cooperative Purchasing program, and the City Manager is authorized to register for the SourceWell Cooperative Purchasing program on behalf of the City of Olympia for the purpose of utilizing purchasing contracts that have been competitively bid by SourceWell Cooperative Purchasing or other members of the SourceWell Cooperative Purchasing program. The provision and authorization granted by this Resolution is effective until May 1, 2025, unless modified or rescinded by future action of the Council.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



## City Council

### Approval of Bid Award for the Henderson/Eskridge Compact Roundabout Project

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.F  
**File Number:** 19-0508

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

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#### **Title**

Approval of Bid Award for the Henderson/Eskridge Compact Roundabout Project

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to award the construction contract to Propel Construction Company, for \$667,232.50, and authorize the City Manager to execute the contract.

#### **Report**

##### **Issue:**

Whether to award the construction contract for the Henderson/Eskridge Compact Roundabout Project to Propel Construction Company.

##### **Staff Contact:**

Tim Richardson, P.E., Project Manager, Public Works Engineering, 360.753.8749.

##### **Presenter(s):**

None - Consent Calendar item.

#### **Background and Analysis:**

This project will construct a compact roundabout (RAB) at the intersection of Henderson Boulevard and Eskridge Boulevard in order to improve the travel experience of people biking, walking and driving.

This intersection will break Level of Service thresholds by 2024 (six years). We expect the compact roundabout to be a 20-year solution that improves vehicle flow. The project will include new striping, signage, sidewalks, pedestrian crossing islands, and streetlights.

The City committed to the neighborhood association, Cain Road Area Neighborhood Association

(CRANA), that design would begin in 2018, with construction in 2019. This project will also address pedestrian crossing safety concerns raised by the neighborhood.

**Neighborhood/Community Interests (if known):**

The neighborhood will experience some inconvenience, including noise and dust, during construction. City staff attended the CRANA meeting and explained the project to the neighbors. Staff has been in regular contact with the adjoining neighbors and CRANA about the upcoming project.

**Options:**

1. Award the construction contract to Propel Construction Company, for \$667,232.50, and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Reject all bids and direct staff to rebid the project.

The time needed to rebid will delay the beginning of construction until 2020. Rebidding the project will require additional staff time and may increase the total project cost. There is no guarantee future bids will be lower.

**Financial Impact:**

The low bid of \$667,232.50 is approximately 1.7 percent above the Engineer's estimate. The bid is by a responsive and qualified contractor.

Overall project costs:

|  |                      |
|--|----------------------|
| Total Low Bid:                               | \$ 667,232.50        |
| Contingency to Award (10%):                  | \$ 66,723.25         |
| Engineering: Design, Inspection, Consultants | \$ <u>276,447.00</u> |
| Total Estimated Project Cost:                | \$ 1,010,402.75      |

Transportation Impact Fees and a TIB (Transportation Improvement Board) Complete Streets Grant will fund the Henderson/Eskridge Compact Roundabout Project. There are sufficient funds in the budget to complete this project.

**Attachments:**

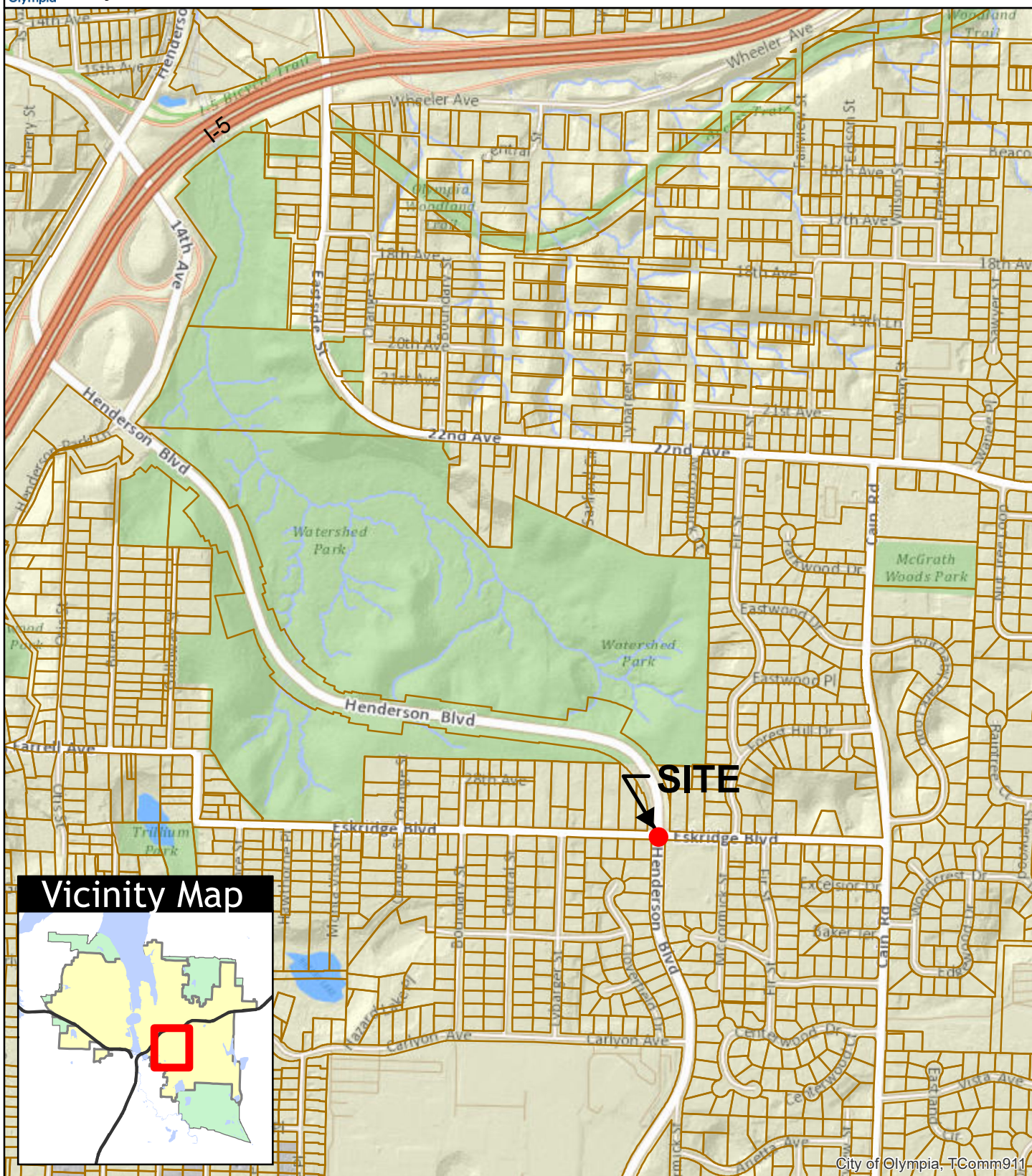
Summary of Bids  
Vicinity Map



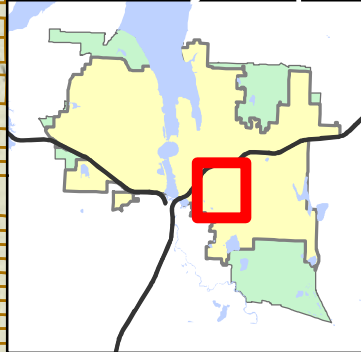


# Henderson-Eskridge Intersection Improvements

Project #1846G



## Vicinity Map



0 450 900 Feet

Map printed 4/9/2019

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.



## SUMMARY OF BIDS RECEIVED



**Project Name:** HENDERSON/ESKRIDGE BLVD COMPACT ROUNDABOUT  
**Project Number:** 1846G  
**Federal Project Number:** N/A  
**Bid Opening Date:** 6/25/2019

| ENGINEER'S ESTIMATE | CITY OF OLYMPIA             | \$ | 656,160.00 |
|---------------------|-----------------------------|----|------------|
| Bid #1              | PROPEL CONSTRUCTION CO      | \$ | 667,232.50 |
| Bid #2              | BARCOTT CONSTRUCTION LLC    | \$ | 695,862.00 |
| Bid #3              | ACTIVE CONSTRUCTION INC     | \$ | 735,735.00 |
| Bid #4              | CECCANTI INC                | \$ | 820,553.01 |
| Bid #5              | NORTHWEST CASCADE INC       | \$ | 873,873.00 |
| Bid #6              | SOUTH SOUND CONTRACTORS LLC | \$ | 883,018.05 |



## City Council

### Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 4.G  
**File Number:** 19-0564

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

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#### **Title**

Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions

#### **Recommended Action**

##### **Committee Recommendation:**

The Land Use and Environment Committee and the Planning Commission recommend approval of the attached ordinance amending the Comprehensive Plan to modify policy PN 8.1, related to greenhouse gas emissions reductions, of the Natural Environment chapter.

##### **City Manager Recommendation:**

Move to approve the ordinance amending the Comprehensive Plan to modify policy PN 8.1, related to greenhouse gas emissions reductions, of the Natural Environment chapter on second reading.

#### **Report**

##### **Issue:**

Whether to approve a Comprehensive Plan Amendment to modify policy PN 8.1, related to greenhouse gas emissions reductions, of the Natural Environment chapter.

##### **Staff Contact:**

Joyce Phillips, Senior Planner, Community Planning and Development, 360.570.3722

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

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

The City of Olympia adopted a greenhouse gas (GHG) emission reduction goal in its 2014 Comprehensive Plan. The City's goal was developed to reflect the GHG emission reduction goal of the *Sustainable Thurston* plan, which was approved in late 2013. Both goals were reflective of the North America 2050 coalition and the State of Washington emission reduction provisions adopted in state law (70.235.020 RCW). Other jurisdictions in Thurston County adopted similar but different



goals.

*Sustainable Thurston* recommended that a Climate Action Plan be developed. In 2018 the City entered into an Interlocal Agreement with the Thurston Regional Planning Council (TRPC), Thurston County, and the Cities of Lacey and Tumwater to develop a regional climate mitigation plan. Phase 1 of the project included a review of each participating jurisdiction's varying climate policies and emission targets. As a result, a recommendation to adopt a common region-wide emissions reduction target, using 2015 as the base year instead of 1990, was made.

The change in base year was proposed because inventories developed after 1990 provide a more accurate accounting of emissions. Essentially, there is better data for the 2015 base year than what exists for 1990. As a result of changing the base year, the overall percentage of reduction proposed by the end year of 2050 has been increased (from 80 percent to 85 percent). The effect of increasing the percentage based on the change in base year used is that the amount of reduced emissions is essentially the same outcome.

Having a shared base year and shared GHG emissions reduction goal will allow the partnering jurisdictions to work more fully in cooperation as we move, as a region, toward this goal.

At the end of the Phase 1 work, each of the jurisdictions agreed to the shared GHG emissions reduction goal. On October 16, 2018, the Olympia City Council passed Resolution M-1976, adopting the common targets to reduce community-wide GHG emissions and committing to continuing the work to develop the regional climate mitigation plan. Phase 2 of the regional mitigation planning process, which is the development of the Thurston Regional Climate Mitigation Plan, began in January 2019.

The attached ordinance includes a "bill format" proposal of the changes to Policy PN8.1 of the Natural Environment Chapter of the Comprehensive Plan.

**Neighborhood/Community Interests (if known):**

The City of Olympia has a diverse population, with many who care deeply about climate change and other environmental issues. The City of Olympia has a longer history than most jurisdictions when it comes to addressing issues like environmental protection, sustainability, climate change, and sea level rise. More opportunity for public involvement and participation will occur as the climate mitigation plan is developed. In regard to the proposal to amend the policy text in the Comprehensive Plan, only one public comment has been received.

**Options:**

1. Approve the ordinance adopting the proposed Comprehensive Plan Amendment, as proposed.
2. Approve the ordinance adopting the proposed Comprehensive Plan Amendment, as modified by the Council.
3. Do not approve the ordinance adopting the proposed Comprehensive Plan Amendment.

**Financial Impact:**

None - Annual processing of any city-proposed annual comprehensive plan amendments is included in the base budget.

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

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**Attachments:**

Ordinance

Planning Commission recommendation

State Agency Letter of Support

**Ordinance No.**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING  
POLICY PN8.1 OF THE NATURAL ENVIRONMENT CHAPTER OF THE OLYMPIA  
COMPREHENSIVE PLAN.**

**WHEREAS**, an application to amend Policy PN8.1 in the Natural Environment Chapter of the Olympia Comprehensive Plan (the Proposed Amendment) was submitted for the City Council's consideration in 2019; and

**WHEREAS**, on January 22, 2019, the City Council approved advancing the Proposed Amendment to the Olympia Planning Commission for further review, consideration, and public hearing; and

**WHEREAS**, on February 22, 2019, the Proposed Amendment was sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt a Comprehensive Plan Amendment as required by RCW 36.70A.106, and no comments were received from state agencies during the 60-day comment period; and

**WHEREAS**, the City of Olympia Responsible Official under the State Environmental Policy Act (SEPA), determined the Proposed Amendment is categorically exempt under SEPA, pursuant to Washington Administrative Code Section 197-11-800(19)(b); and

**WHEREAS**, on March 4, 2019, notice of the Proposed Amendment was provided to all recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.78, Public Notification, of the Olympia Municipal Code; and

**WHEREAS**, on April 25, 2019, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendment; and

**WHEREAS**, on May 6, 2019, the Olympia Planning Commission received a briefing on the proposal to amend Policy PN8.1 in the Natural Environment Chapter of the Olympia Comprehensive Plan (the Comprehensive Plan), which establishes greenhouse gas emission reduction targets, prior to opening the public hearing; and

**WHEREAS**, on May 6, 2019, the Olympia Planning Commission held a public hearing on the proposal and deliberated the Proposed Amendment; and

**WHEREAS**, following the public hearing and deliberations, on May 6, 2019, the Planning Commission provided to the City Council its recommendation to amend Policy PN 8.1 of the Olympia Comprehensive Plan as proposed; and

**WHEREAS**, the Proposed Amendment is consistent with the Comprehensive Plan and is specifically proposed for consistency with the Regional Climate Mitigation Plan currently under development in partnership with adjacent jurisdictions, with shared emission reduction targets as agreed upon and as approved by the Olympia City Council in Resolution M-1976 on October 16, 2018; and

**WHEREAS**, the Proposed Amendment does not change the goals, policies, or maps of the Comprehensive Plan; and

**WHEREAS**, the Proposed Amendment meets the goals and requirements of the Washington State Growth Management Act; and

**WHEREAS**, the Proposed Amendment has been reviewed pursuant to the Olympia Comprehensive Plan Amendment Process outlined in Chapter 18.59 of the Olympia Municipal Code; and

**WHEREAS**, Chapters 35A.63 and 36.70A RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance; and

**WHEREAS**, this Ordinance is supported by the staff report and materials associated with this Ordinance, along with other documents on file with the City of Olympia; and

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

**Section 1. Amendment of Olympia Comprehensive Plan Text.** Policy PN8.1 of the Natural Environment Chapter of the Olympia Comprehensive Plan is hereby amended to read as follows:

PN8.1

Participate with local and state partners in the development of a regional climate action plan aimed at reducing greenhouse gases by ~~25 percent of 1990 levels by 2020~~, 45 percent ~~below 2015~~ of 1990 levels by ~~2035~~2030 and ~~80 by 85 percent below 2015~~ of 1990 levels by 2050.

**Section 2. Olympia Comprehensive Plan.** Copies of the Olympia Comprehensive Plan are and shall be retained on file with the office of the City Clerk.

**Section3. 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.

**Section4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section5. Effective Date.** This Ordinance shall take effect five (5) days after publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**



\_\_\_\_\_  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED**

# Olympia Planning Commission

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May 6, 2019

Olympia City Council  
601 – 4<sup>th</sup> Avenue East  
PO Box 1967  
Olympia, WA 98507

Dear Mayor Selby and City Councilmembers:

The Olympia Planning Commission (OPC) is pleased to provide its recommendation on the proposed Comprehensive Plan Amendment to amend Policy PN8.1 of the Natural Environment Chapter, regarding the reduction of greenhouse gas emissions (File # 19-0712).

The Planning Commission held a public hearing and completed its deliberations on May 6, 2019. The Commission finds the proposed Comprehensive Plan Amendment is consistent with the goals and policies of the Comprehensive Plan. The Commission recommends approval of the proposal, as requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Carole Richmond", with a large, stylized loop at the end.

**Carole Richmond, CHAIR**  
Olympia Planning Commission



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

May 29, 2019

Ms. Joyce Phillips  
Senior Planner  
601 4th Avenue E  
Post Office Box 1967  
Olympia, Washington 98507-1967

RE: Proposed amendment to Goal PN8.1 in the Olympia Comprehensive Plan. Goal PN8.1 addresses the City's policy to reduce greenhouse gas emissions. The proposed change is to reflect the agreed upon regional greenhouse gas emission goal for the Cities of Olympia, Lacey, and Tumwater, Thurston County, and the Thurston Regional Planning Council.

Dear Ms. Phillips:

Thank you for sending Growth Management Services the proposed amendments to Olympia's comprehensive plan and development regulations that we received on February 22, 2019, and processed with Material ID No. 25814

We encourage and support your efforts to address climate change through greenhouse gas emission reduction policy in the venue of your comprehensive plan, especially in conjunction with the Cities of Lacey and Tumwater.

If you have any questions or concerns about our comments or any other growth management issues, please contact me at (360) 725.3045. We extend our continued support to the City of Olympia in achieving the goals of growth management.

Sincerely,

A handwritten signature in black ink that reads "Gary L. Idleburg".

Gary Idleburg  
Senior Planner  
Growth Management Services

GI:lw

cc: Mark McCaskill, AICP, Managing Director, Growth Management Services  
David Andersen, AICP, Eastern Region Manager, Growth Management Services  
Ike Nwankwo, Western Region Manager, Growth Management Services



## City Council

### West Bay Art Crossing Public Art Concept Plan

**Agenda Date:** 7/16/2019  
**Agenda Item Number:** 6.A  
**File Number:** 19-0485

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**Type:** decision **Version:** 3 **Status:** Other Business

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#### **Title**

West Bay Art Crossing Public Art Concept Plan

#### **Recommended Action**

##### **Committee Recommendation:**

The Arts Commission recommends Council approval of the West Bay Art Crossing concept plan.

##### **City Manager Recommendation:**

Move to approve the West Bay Art Crossing Public Art concept plan as recommended by the Arts Commission.

#### **Report**

##### **Issue:**

Whether to approve the West Bay Art Crossing Public Art concept plan. If approved, the final concept will return to the Arts Commission on August 8 for refining of structural details. When those details are finalized, the project artists will move into fabrication. Installation and project completion is projected for spring of 2020.

##### **Staff Contact:**

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreation, 360.709.2678

##### **Presenter(s):**

Stephanie Johnson, Parks, Arts & Recreation  
Lin McJunkin and Milo White, West Bay Crossing Project Public Artists

##### **Background and Analysis:**

On January 22, 2019, City Council approved the Arts Commission's recommendation of Lin McJunkin and Milo White as public artists for the West Bay Art Crossings Project. The five-member jury that formed the recommendation included a member of the Planning Commission and the Northwest Neighborhood Association (NWONA) in addition to two Arts Commissioners and the City's on-call Landscape Architect.

On March 21, the artists participated in a half-day familiarization tour, meeting with the City's Historic Preservation Officer and Transportation Engineer, to better understand the site. That evening, they met with members of the NW neighborhoods - NWONA, West Bay Drive and Burbank/Elliott were

specifically invited - and others in attendance, to better understand the community around the site.

On May 9, the Arts Commission conducted a public hearing to receive and collect feedback from the public regarding the West Bay Art Crossing Concept Plan. At this public hearing, project artists Lin McJunkin and Milo White recapped their feedback from the neighborhood meeting on March 21. Their concept for the West Bay site consists of two figural forms of a heron and salmon, constructed of stainless steel and tempered glass that flank the road.

Following the Arts Commission review,

- staff shared the artists' concept plan in a presentation to the Planning Commission on June 3
- staff planned to share the artists' concept plan in a presentation to the Heritage Commission agenda for June 26, but the meeting was cancelled due to lack of a quorum
- staff shared the artists' concept plan with NWONA leadership committee on July 1
- in addition, staff has discussed the artwork with regards to permitting and transportation engineering with the appropriate City staff

**Neighborhood/Community Interests (if known):**

NWONA has been very involved in this project, from the Master Plan stage. Two of the three community meetings for this project were held at Garfield Elementary School.

**Options:**

1. Approve the West Bay Art Crossing Public Art concept plan as presented
2. Receive the concept plan presentation and provide feedback to the Arts Commission
3. Do not approve the concept plan

**Financial Impact:**

Budget for the artwork is \$50,000 from the Municipal Art Fund

**Attachments:**

None. The project artists will share a presentation during the meeting.