

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA, THE OLYMPIA METROPOLITAN PARK DISTRICT, and
THE PORT OF OLYMPIA FOR ENVIRONMENTAL EVALUATION AND GRANT
MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and among the CITY OF OLYMPIA, WASHINGTON ("OLYMPIA"); the OLYMPIA METROPOLITAN PARK DISTRICT ("MPD"); and the PORT OF OLYMPIA ("PORT"). In this Agreement, the parties together will be referred to as the "Coalition Partners." This Agreement is effective on the effective date, as defined below; and

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

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

WHEREAS, the United States Environmental Protection Agency ("EPA") makes grants available to entities "to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community involvement related to brownfield sites." <https://www.epa.gov/brownfields/types-brownfields-grant-funding>. These assessment grants may be awarded to a coalition of three or more entities acting together under a cooperative agreement, known as an "Assessment Coalition." Assessment Coalitions are designed for one 'lead' eligible entity to partner with two or more eligible entities that have limited capacity to manage their own EPA cooperative agreement;" and

WHEREAS, each of the Coalition Partners wishes to cooperate with the other Coalition Partners in applying for and receiving funding from EPA for Brownfield Assessment activities as an Assessment Coalition; and

WHEREAS, OLYMPIA has the capacity and expertise to serve as Lead Coalition Partner and the Coalition Partners desire OLYMPIA to fulfill this role;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, OLYMPIA, the PORT, and the MPD agree as follows:

I. Purpose/Objective

The Coalition Partners wish to apply for and receive funding from the EPA for Brownfield Assessment activities. The purpose of this Agreement is to create an Assessment Coalition and define the roles and responsibilities of the Coalition Partners acting as a Brownfields Assessment Coalition in order to carry out the activities outlined in the EPA application for the funding of Brownfield Assessment activities and subsequent grant agreement documentation.

II. Scope of Agreement/Work

A. The Coalition Partners hereby form an Assessment Coalition for the purpose of applying for, receiving, and administering one or more EPA Brownfields Assessment Grants.

B. Activities undertaken under this Agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. OLYMPIA, acting as Lead Coalition Partner, may retain a consultant(s) and contractor(s) to undertake various activities under this Agreement.

C. Obligations of OLYMPIA:

OLYMPIA shall serve as the Lead Coalition Partner. In that capacity, OLYMPIA shall:

1. Manage and administer this Agreement;
2. Prepare grant applications to EPA and other such agencies on behalf of the Coalition Partners;
3. Be responsible to EPA for management of this Agreement and compliance with the statutes, regulations, and terms and conditions of any grant awarded to the Coalition Partners by EPA;
4. Procure the consultant(s) in compliance with all Washington State statutes and the requirements of 2 CFR 200.317-326, if applicable; issue Requests for Proposals or Requests for Qualification; oversee receipt of the submitted proposals and selection and award of contracts; and negotiate the terms of agreements in consultation with the MPD and the PORT;
5. In consultation with MPD and the PORT, develop a site selection process based on agreed upon factors that ensure that minimum of 15 sites are assessed over the life of this Agreement;
6. For site plans for which EPA funding is sought, submit identified sites to the EPA for prior approval to ensure eligibility;

7. Upon designation of the specific sites, work with MPD and the PORT if the site is located outside the Olympia city limits, to finalize the scope of work for the consultant or contractor;
8. Insure that other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by OLYMPIA, and if outside Olympia City Limits, MPD and the PORT;
9. Comply with the statutes, regulations, and terms and conditions of any grants received by the Coalition;
10. Administer grants received by the Coalition;
11. Insure MPD and the PORT comply with the terms and conditions of this Agreement; and
12. Provide timely information to MPD and the PORT regarding the management of this Agreement and any changes that may be made to this Agreement over the period of performance.

D. Obligations of MPD and the PORT:

The MPD and the Port each shall:

1. Appoint one (1) individual to be the point of contact for purposes of consulting with the other Coalition Partners in administering this Agreement;
2. Provide timely information to OLYMPIA as may be requested by OLYMPIA in performing OLYMPIA's duties under this Agreement;
3. Participate fully in the brownfields assessment process;
4. For sites located outside the Olympia City Limits but within the jurisdiction of the MPD or the PORT, obtain all required permits, easements, or access agreements as may be necessary to undertake assessments at the selected sites; provided however, if MPD or the PORT lack the capacity to perform these activities, OLYMPIA may assist in securing necessary site access agreements and permits;
5. Comply with all requirements in any grant agreements that may be entered into by the Coalition Partners, including an accounting of expenditures of grant funds made by MPD and the PORT; and

6. Comply with any other requests that may be made by OLYMPIA from time to time in performing its duties under this Agreement.

III. Financing and Budgeting

The activities conducted under this Agreement are to be funded by grants received by the Coalition Partners. OLYMPIA, as Lead Coalition Partner, shall establish and maintain the budget for activities undertaken under this Agreement.

IV. Administration

A. As provided in Section II C, above, OLYMPIA shall administer this Agreement in consultation with the MPD and the PORT.

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

V. Duration of Agreement

This Agreement is effective until September 6, 2022, unless terminated in the manner described under the termination section of this Agreement.

VI. No Joint Acquisition of Holding of Property

The Coalition Partners will not jointly acquire or hold any real or personal property under this Agreement.

VII. Termination of Agreement

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

B. Upon termination of this Agreement, any property owned by one Coalition Partner that is in the possession of another Coalition Partner for purposes of this carrying out this Agreement must be returned to the owner.

VIII. Entire Agreement

This Agreement contains all terms and conditions agreed upon by the Coalition Partners and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed in this Agreement.

IX. Posting or Recording

Prior to its entry into force, OLYMPIA shall post this Agreement on its website or OLYMPIA shall file this Agreement with the Thurston County Auditor's Office.

X. Employment Relationship

Employees of each of the Coalition Partners are at all times under the direction and control of their employing agency and the performance of work for any other Coalition Partner pursuant to this Agreement does not change that relationship for any purpose. None of the Coalition Partners is obligated to pay any other Coalition Partner's employees any wages or benefits afforded to its own employees. Further, each Coalition Partner's responsibilities to its own employees for work place injuries remains unchanged by this Agreement.

XI. Notice

Any notice required under this Agreement must be given to the Coalition Partners as follows and is effective three days following the date of deposit in the United States Postal Service:

For City of Olympia:
Mike Reid, Director of Economic Development
6014th Ave SE
Olympia, WA 98501
360-753-8591
mreid@ci.olympia.wa.us

For Port of Olympia:
Rachael Jamison
Planning, Public Works & Environmental Director
360-528-8020
rachaelj@portolympia.com

For Olympia Metropolitan Park District:
Jonathon Turlove, Director of Parks Planning and Maintenance
6014th Ave SE
Olympia, WA 98501
360-753-8068
jturlove@ci.olympia.wa.us

XII. Records

Each Coalition Partner shall maintain its own public records and is solely responsible for responding to records requests received about the subject matter of this Agreement. The Coalition Partners shall handle any public records request addressed to the group as a request received by each Coalition Partner individually. Each Coalition Partner shall respond separately, unless agreed to otherwise in writing and properly documented.

XIII. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this agreement is the Thurston County Superior Court.

XIV. Effective Date

This Agreement takes effect as of the date of filing or posting as required by RCW 39.34.040 ("effective date").

CITY OF OLYMPIA

Signature
Print Name _____
Title _____
Date: _____

Approved as to form:



Deputy City Attorney


PORT OF OLYMPIA

Signature
Print Name _____
Title _____
Date: _____

Approved as to form:

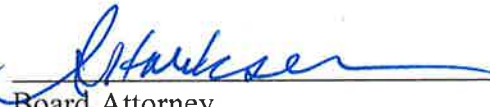
Attorney

OLYMPIA METROPOLITAN PARK DISTRICT



Signature
Print Name Jim Cooper
Title President OMPD
Date: 11-12-19

Approved as to form:



Board Attorney