



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Public Works
Conference Room, 555 Israel Rd. SW,
Tumwater, WA 98501**

**Thursday, July 09, 2026
11:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, June 4, 2026
- [4.](#) Interlocal Agreement with Thurston County and the Cities of Lacey and Olympia for the Regional Environmental Education Partnership (Water Resources & Sustainability Department)
- [5.](#) Interlocal Agreement between LOTT Clean Water Alliance and the City of Tumwater for Mutual Services (Water Resources & Sustainability Department)
6. Additional and Future Items
7. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/84753283237?pwd=QYltgQS4u0dm59lzsrbnbou88XcnWO.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 847 5328 3237 and Passcode 767147.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an

accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

MEETING MINUTES

TUMWATER PUBLIC WORKS COMMITTEE

June 4, 2026



CONVENE: 11:00 a.m.

PRESENT: Chair Angela Jefferson and Councilmembers Eileen Swarthout and Kelly Von Holtz

Staff: City Attorney Karen Kirkpatrick, Water Resources Sustainability Deputy Director Tyle Zuckowski, Transportation & Engineering Director Brandon Hicks, City Administrator Paul Simmons, Water Resources & Sustainability Director Dan Smith, Senior Engineer Joe Norman, Capitol Projects Manager Jared Verhey, Engineer Jeff Query, City Engineer Bill Lindauer, Transportation & Engineering Deputy Director Jeff Cook and Administrative Assistant Kelly Quiroz

APPROVAL OF MINUTES: Councilmember Swarthout moved, seconded by Councilmember Von Holtz, to approve the minutes of May 7, 2026, as presented. A voice vote approved the motion.

PROFESSIONAL SERVICES AGREEMENT WITH GRAY AND OSBORNE FOR DESIGN OF THE TROSPER ROAD SEWER EXTENSION PROJECT:

Deputy Director Zuchowski presented an agreement with Gray and Osborne for the design of the Trospers Road Sewer Extension project. He provided background on the project, which seeks to protect and improve water quality and serve as a case study to help facilitate the development of the program and policies for the septic-to-sewer conversion program for the City. The Water Resources and Sustainability Department put out a Request for Qualifications and after doing an internal evaluation, ranked Gray and Osborne, Inc. as the most qualified consultant. Their tasks will include project management, data collection, and utility collection. The total estimated cost for their services is \$578,060.

MOTION: Councilmember Von Holtz moved, seconded by Councilmember Swarthout, to place the Professional

Services Agreement with Gray and Osborne for Design of the Trosper Road Sewer Extension project on the June 16, 2026, City Council Consent Calendar. A voice vote approved the motion unanimously.

SERVICE PROVIDER AGREEMENT AMENDMENT NO. 2 WITH RH2 ENGINEERING, INC. FOR THE SOUTHEAST WATER RESERVOIR DESIGN PROJECT:

Engineer Query presented an agreement with RH2 Engineering, Inc. for the southeast water reservoir design project. He provided background on the project which involves the construction of a new 3-million-gallon water reservoir off 93rd Avenue near the southern city limits. This amendment includes a not-to-exceed amount of \$139,000, which covers the critical additional design services for the watermain realignment and the necessary stormwater revisions.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Von Holtz, to place the Service Provider Agreement Amendment No. 2 with RH2 Engineering, Inc. for the Southeast Reservoir project, on the June 16 City Council Consent Calendar. A voice vote approved the motion unanimously.

SUPPLEMENTAL AGREEMENT NO. 3 WITH TIERRA ROW FOR THE X STREET ROUNDABOUT PROJECT:

Director Hicks presented an agreement with Tierra ROW for the X street roundabout. He explained that the project is the fourth project derived from the Capitol Boulevard Corridor Plan. The total cost for the project is \$7.7 million, of which \$5.4 million is funded by five separate federal grants from Thurston Regional Planning Council. This Amendment increases the no-to-exceed amount of this Agreement to \$226,490. Among other services, this increase will cover ongoing negotiations with property owners during the right-of-way phase of this project.

MOTION:

Councilmember Von Holtz moved, seconded by Councilmember Swarthout, to place Supplemental Agreement No. 3 with Tierra ROW for the Street Roundabout project on the June 16, 2026, City Council Consent Calendar. A voice vote approved the motion unanimously.

PROJECT PROSPECTUS WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE X STREET

Engineer Norman presented the Project Prospectus with the Washington State Department of Transportation for the X street roundabout project, which will release \$2,941,000 of federal grant funding for the construction phase of this project. The engineer's estimate for the construction of this project is about

ROUNDAABOUT PROJECT: \$4.9 million currently. There will be community outreach during the construction of this project.

MOTION: Councilmember Von Holtz moved, seconded by Councilmember Jefferson, to place the Project Prospectus with Washington State Department of Transportation for the X Street Roundabout project on the June 16, 2026, City Council Consent Calendar. A voice vote approved the motion unanimously.

PROJECT PROSPECTUS WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE DESCHUTES VALLEY TRAIL PROJECT : Manager Verhey presented the Project Prospectus with the Washington State Department of Transportation for the Deschutes Valley Trail project, which will release \$2,595,000 of federal grant funding for the construction phase of this project. The engineer's estimate for this project is roughly \$5.5 million. This project is phased into multiple trail segments, and this phase of the Deschutes Valley Trail project is for Segment C.

MOTION: Councilmember Swarthout moved, seconded by Councilmember Von Holtz, to place the Project Prospectus with Washington State Department of Transportation for the Deschutes Valley Trail project on the June 16, 2026, City Council Consent Calendar. A voice vote approved the motion unanimously.

ADDITIONAL ITEMS: No additional items.

ADJOURNMENT: With there being no further business, Chair Jefferson adjourned the meeting at 11:58 a.m.

Prepared by Kelly Quiroz, Administrative Assistant

TO: Public Works Committee
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: July 9, 2026
 SUBJECT: Interlocal Agreement with Thurston County and the Cities of Lacey and Olympia for the Regional Environmental Education Partnership (REEP)

1) Recommended Action:

Place the Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Partnership on the July 21, 2026, City Council consent calendar, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

REEP is a multijurisdictional partnership between the cities of Lacey, Olympia, Tumwater, and Thurston County initiated in 2016 to formalize the collaborative work of the agencies ongoing since 1990 (2025 marks 35 years!). The ILA is a 5-year agreement providing for a shared annual work plan and budget. This 3rd iteration covers the years 2025-2029.

REEP's primary mission is to provide environmental education and outreach in the region to help meet requirements for the Municipal Separate Storm Sewer System Permit from the Department of Ecology. Doing this as a regional partnership helps share resources and ensures consistent messaging is amplified across Thurston County.

3) Policy Support:

- Western Washington Phase II Municipal Stormwater Permit - S5(C)(2): Public Education & Outreach, S5(C)(3): Public Involvement & Education
 - Partnership - We actively partner with other jurisdictions to address regional, state, and even broader issues.
 - Environmental Stewardship - Promote community involvement in environmental programs, including highlighting local career pathways for students.
-

4) Alternatives:

Reject the agreement and terminate a 35-year partnership with other local agencies, Tumwater would lose access to StreamTeam programs and would have to develop and deliver all of the education and outreach material and programs as required by the stormwater permit.

5) Fiscal Notes:

The annual budget for the city's contribution to the regional program equals \$14,400 funded by the Stormwater Utility year over year for the duration of the contract, for a total agreement cost not to exceed \$72,000.

6) Attachments:

- A. REEP Interlocal Agreement
- B. Annual Report

**INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY
AND THE CITIES OF LACEY, OLYMPIA, AND TUMWATER
IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM**

This agreement ("Agreement") is made and entered into by and between Thurston County, a subdivision of the State of Washington, hereinafter, "COUNTY" and the Cities of Lacey, Olympia, Tumwater, and Yelm, municipal corporations, hereinafter, "CITIES", collectively referred to as the "PARTNERS".

WHEREAS, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency ("EPA") require the operators of certain municipal separate stormwater sewer systems ("MS4") to obtain National Pollutant Discharge Elimination System ("NPDES") permit coverage; and

WHEREAS, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology ("Ecology"); and

WHEREAS, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit (PERMIT); and

WHEREAS, Thurston County and the Cities of Lacey, Olympia, Tumwater, and Yelm have all applied for separate coverage under the PERMIT; and

WHEREAS, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the Regional Environmental Education Partnership ("PARTNERSHIP"), and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this Agreement; and

WHEREAS, Permittees are required by PERMIT Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

WHEREAS, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, customers of the PARTNERSHIP share media sources and benefit from consistent messaging and programs across city and county boundaries; and

WHEREAS, municipal resource efficiency is increased, and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County, and the cities of Lacey, Olympia, Tumwater, and Yelm desire to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:

1. **PURPOSE**. The purpose of this Agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities and program assessment tools for the general public, businesses and other priority audiences as required by the PERMIT and other stormwater needs.
2. **AGREEMENT SCOPE**. The PARTNERS shall prepare an annual Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. The annual Work Plan shall be reviewed and approved in writing by the PARTNERSHIP managers each year and should occur no later than October 31st of the preceding year to ensure sufficient time to approve the Work Plan by the year's end. Programs within the Work Plan should strive to include baseline data and, where applicable, resulting data following program implementation. Any available pre/post data should be used to assess programmatic strengths and weaknesses and to inform subsequent efforts. In the event an annual Work Plan is not approved prior to December 31st of the preceding year, the existing Work Plan will remain in effect until a new Work Plan is agreed upon by the PARTNERS.
3. **STORMWATER EDUCATION AND OUTREACH PROGRAM**. In accordance with PERMIT Section S5.C.2, which is incorporated by reference, the regional stormwater education and outreach program described in the Work Plan shall be designed to:
 - Build general awareness about methods to address and reduce impacts from stormwater runoff;
 - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
 - Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Further, it shall address the minimum performance metrics dictated by PERMIT Section S5.C.2, which are as follows:

- a. Each Permittee shall implement an education and outreach program. The program design shall be based on local or regional (or a combination of both) water quality information and priority audience characteristics to identify high priority audiences, subject areas, and/or Best Management Practices (BMPs). Based on the priority audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the priority audience.
- i. ***General awareness***. To build general awareness, Permittees shall annually select, at a minimum, one priority audience and one subject area from either (a) or (b):
 - (a) *Priority audiences*: General public (including overburdened communities, school age children, college/university, or trade

students) or businesses (including home-based, or mobile businesses). Subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
- Messaging about pollution generating activities associated with home/building maintenance.

(b) *Priority audiences:* Engineers, contractors, developers, property owners/managers, or land use planners. Subject areas:

- Technical standards for stormwater site and erosion control plans.
- LID principles and LID BMPs.
- Stormwater treatment and flow control BMPs/facilities.
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials.

(c) Permittees shall provide subject area information to the priority audience on an ongoing or strategic schedule.

ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one priority audience and one BMP.

(a) *Priority Audiences:* Residents, landscapers, property managers/owners, developers, school age children, college/university, trade students, or businesses (including home- based or mobile businesses).

BMPs:

- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
- Prevention of illicit discharges.
- Yard care techniques protective of water quality.
- Carpet cleaning.
- Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
- Pet waste management and disposal.
- LID Principles and LID BMPs.
- Stormwater facility maintenance, including LID facilities.

- Dumpster and trash compactor maintenance.
 - Litter and debris prevention.
 - Sediment and erosion control.
 - (Audience specific) Source control BMPs (refer to S5.C.8).
 - (Audience specific) Locally important, municipal stormwater-related subject area.
- (b) Social marketing campaign development. Based on the recommendation from 2024 evaluation and report, no later than July 1, 2025, each Permittee shall follow social marketing practices and methods and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:
1. Develop a strategy and schedule to implement the existing campaign more effectively; or
 2. Develop a strategy and schedule to expand the existing campaign to a new priority audience or BMPs; or
 3. Develop a strategy and schedule for a new priority audience and BMP behavior change campaign.
- (c) Behavior change campaign implementation. No later than September 1, 2025, begin to implement the strategy developed in S5.C.2.a.ii.(b).
- (d) Behavior change campaign evaluation. No later than March 31, 2029, evaluate and submit report on:
1. The changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and
 2. Any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results.
- (e) Behavior change campaign adaptive management. Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

Stewardship. Each Permittee shall provide, partner with, or promote stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

4. **RELATIONSHIP OF THE PARTNERS.** The PARTNERS agree that they intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this Agreement.

This Agreement shall be administered jointly by the Cities and the County. Employees of each PARTNER shall remain at all times under the direction and control of their original employer and the performance of work for any other PARTNER pursuant to this Agreement shall not change that relationship for any purpose.

5. **PAYMENT AND FUNDING.** Each PARTNER shall provide funds necessary for the execution of the annually updated Work Plan, at a cost not to exceed levels defined in Section 11.

For purposes of this Agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Work Plan.

6. **COUNTY AND CITY STAFF REPRESENTATIVES.**
- The managers, identified below, shall meet annually to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this Agreement.
 - Maximum staff allocations will be divided between the jurisdictions proportionate to their percent contribution based on jurisdiction population and shall be defined by the level of effort and resource availability required to fulfill the adopted annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Work Plan.
 - Following a change of representative, PARTNERS will inform each of the other parties in writing within fifteen (15) calendar days of vacancy. The jurisdiction is responsible for ensuring the work the representative committed to in the Work Plan is fulfilled.
 - Any written correspondence shall be delivered to the addresses shown below.

	Lacey	Olympia	Tumwater	Yelm	Thurston County
Manager	Senior Stormwater Engineer	Environmental Services Supervisor	Water Resources Program Manager	Public Services Director	Senior Planner – Public Engagement
Address	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Rd SW Tumwater, WA 98501	901 NW Rhoton Rd, Yelm, WA 98597	3000 Pacific Ave SE, Olympia WA 98501

7. **REPORTING.** For each year this Agreement is in effect, the PARTNERS will jointly report the progress and results of work conducted under this Agreement

by February 28th of the following year in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as specified in PERMIT Section S9.D.

8. **RESPONSIBILITIES OF THE PARTNERS.** It is mutually understood that PARTNERS agree to the following:
- Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Work Plan. If a jurisdiction can't fulfill a task they committed to in the Work Plan, they must notify the Partners, including what can't be completed and why.
 - The projects and programs in the Work Plan will be implemented across each jurisdiction proportionate to their percent contribution, based on jurisdiction population within the MS4 permit boundary.
 - The Work Plan shall define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.
 - Non-staff costs shall be allocated proportionately based on the residential population of each jurisdiction as follows:¹

Jurisdiction	Population (2024)	Percentage ²
City of Lacey	60,380	25%
City of Olympia	57,970	25%
City of Tumwater	27,680	12%
City of Yelm	11,130	5%
Thurston County ³	77,142	33%
Total	234,302	100%

- In the event the lead jurisdiction for a task, project or program outlined in the Annual Work Plan pays a vendor or contractor for materials or services in full, the lead jurisdiction shall invoice the PARTNERS based on the cost allocation percentages listed in Section 8.d. above, to ensure equity among the jurisdictions. Invoices shall contain supporting documentation necessary for payment authorization.
- The PARTNERS will independently provide administrative services and act as financial manager for this Agreement. Where separate professional service contracts are engaged, the lead jurisdiction shall manage the contract and

¹ The population figures are obtained from [Thurston Regional Planning Council](#) and shall be updated upon this AGREEMENT's renewal.

² Percentages shown are based on the full participation of all PARTNERS.

³ Population within the Municipal Separate Storm and Sewer Systems (MS4) permit boundary.

allocate costs to the PARTNERS as outlined in Section 8.d. of this Agreement.

9. **REIMBURSEMENT.** PARTNERS shall pay the lead jurisdiction for actual expenses, not including staff time, upon presentation of a properly executed invoice. Costs shall be charged based on the cost allocation percentages listed in Section 8.d. above and paid up to the maximum annual level agreed to in Section 11 of this Agreement. Reimbursement requests will be made quarterly, and PARTNERS shall pay the lead jurisdiction within thirty (30) days of receipt of a properly executed invoice with supporting documentation.
10. **ASSIGNMENT.** The PARTNERS may assign or subcontract any portion of the services provided within the terms of this Agreement. All terms and conditions of the Agreement shall apply to any approved subcontract or assignment related to this Agreement.
11. **ESTIMATED COST AND FINANCING:** For consideration of this Agreement, the PARTNERS shall plan activities under the abovementioned Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

	Cost Per Year	Cost Per Agreement (5 years)
Lacey	30,000	150,000
Olympia	30,000	150,000
Tumwater	14,400	72,000
Yelm	6,000	30,000
Thurston County	39,600	198,000
Total	\$120,000	\$600,000

- a. For the 2026-27 biennium, Thurston County will reduce their funding levels by \$10,000 due to budget constraints. At the end of 2027, they will re-evaluate and the Thurston County CPED Director can approve to increase to normal funding levels.
- b. Each party shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the Agreement's Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section 12 – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION hereafter.
- c. In the event additional funds are necessary due to increased programmatic needs, level of effort, or inflation, Partners can request additional funds for up to \$5,000 per year. If additional funds are needed beyond that, each

jurisdiction shall secure additional funds independently, or jointly through a grant application, and amend this section.

12. **REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION:** Should a PARTNER fail to secure adequate funding for any or all elements outlined in the Work Plan, the PARTNER shall:
 - a. Provide written notice to the PARTNERS within thirty (30) calendar days of its budget adoption. The PARTNERSHIP Managers agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section 11: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this Agreement.
13. **DURATION.** This Agreement shall start January 1, 2025, and shall terminate on December 31, 2029, subject to amendment, and may be extended upon written agreement of the PARTNERS.
14. **HOLD HARMLESS AND INDEMNIFICATION.** All PARTNERS shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law.
 - a. Each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.
 - b. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
 - c. This section shall survive the expiration of this Agreement.
15. **SETTLEMENT OF DISPUTES.** In the event that a dispute arises under this Agreement, written notification of the nature of the dispute will be provided to the representatives designated in Section 6, herein. If resolution cannot be achieved by the representatives, the department or division director of each party shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the parties mutually agree in writing. If there is no agreement for alternate dispute resolution, any party may file a lawsuit in a court of competent jurisdiction according to the terms of this Agreement.
16. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
17. **AMENDMENTS.** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of all parties.

18. **ADMISSION OF ADDITIONAL PARTIES.** Additional parties may be added to this Agreement upon such terms and conditions as determined by the PARTNERS. The admission of such additional parties shall be by written addendum to this Agreement, signed by the PARTNERS and the new party.
19. **TERMINATION.** Any party to this Agreement may terminate this Agreement by giving the other parties at least ninety (90) days advance written notice. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The hold harmless and indemnification provisions of this Agreement shall survive termination or expiration of this Agreement.
20. **WAIVER.** A failure by any party to this agreement to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.
21. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce or Lewis County, Washington.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all PARTNERS, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the PARTNERS. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.
23. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
24. **RECORDS.** Each PARTNER shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records requests addressed to the PARTNERS collectively, as if this Agreement created a separate legal entity, shall be deemed to be a request received by each PARTNER individually. Each PARTNER shall respond separately, unless agreed to otherwise in writing and properly documented.
25. **POSTING OR RECORDING.** Prior to its entry into force, this Agreement shall be posted upon the websites of the PARTNERS or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

Each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

SIGNATURE PAGES FOLLOW

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF YELM

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Date:

Vice-Chair

Date:

Board Member

Date:

Board Member

Date:

Board Member

Date:

ATTEST:

Clerk

APPROVED AS TO FORM:
PROSECUTING ATTORNEY
Jon Tunheim

Deputy Prosecuting Attorney

Attachment B

REEP
Regional Environmental
Education Program
2025

ANNUAL REPORT



Report Contents

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Message from the Program Coordinators

Let us introduce ourselves! The Regional Environmental Education Partnership (REEP) is a collaborative effort among the Stormwater Utilities of Lacey, Olympia, Tumwater, and Thurston County. Through Stream Team programming, we connect people to their local watersheds, raise awareness of stormwater pollution prevention, and inspire hands-on stewardship throughout the region.

Our work is made possible by interjurisdictional cooperation/collaboration, strong partnerships with community organizations, and the dedication of our volunteers. Together, we help community members develop a deeper sense of place while providing meaningful opportunities to help care for the waters that sustain our communities.

Throughout the last year, REEP engaged people across the South Salish Sea with stormwater pollution prevention outreach, interactive science programs, and hands-on science opportunities to restore local habitats. Our volunteers demonstrated their ongoing commitment by contributing hundreds of hours toward ecosystem restoration, improved water quality, and wildlife support.

Communication is central to our success, and this year we expanded channels used to connect with our audience. We continued our print and digital newsletter, strengthened our monthly email communications, and leaned into social media—especially short-form video content—to reach and engage new audiences in creative ways.

This year-in-review reflects what we accomplished together and the impact of our collective efforts. While we celebrate our progress, we also recognize that long-term success depends on continued collaboration, adaptability, and sustained investment in community capacity.

Sincerely,

Your Regional Environmental Education Program Coordinators

Thank you
to everyone who
participated, partnered,
or supported REEP in 2025.
Together, we are strengthening
our region's resiliency for today and
for future generations. If you aren't
already following us, we invite
you to join the fun and stay
connected!



Ali Brown
City of Lacey



Genevieve Becker
City of Olympia
Cameron Coronado
City of Olympia

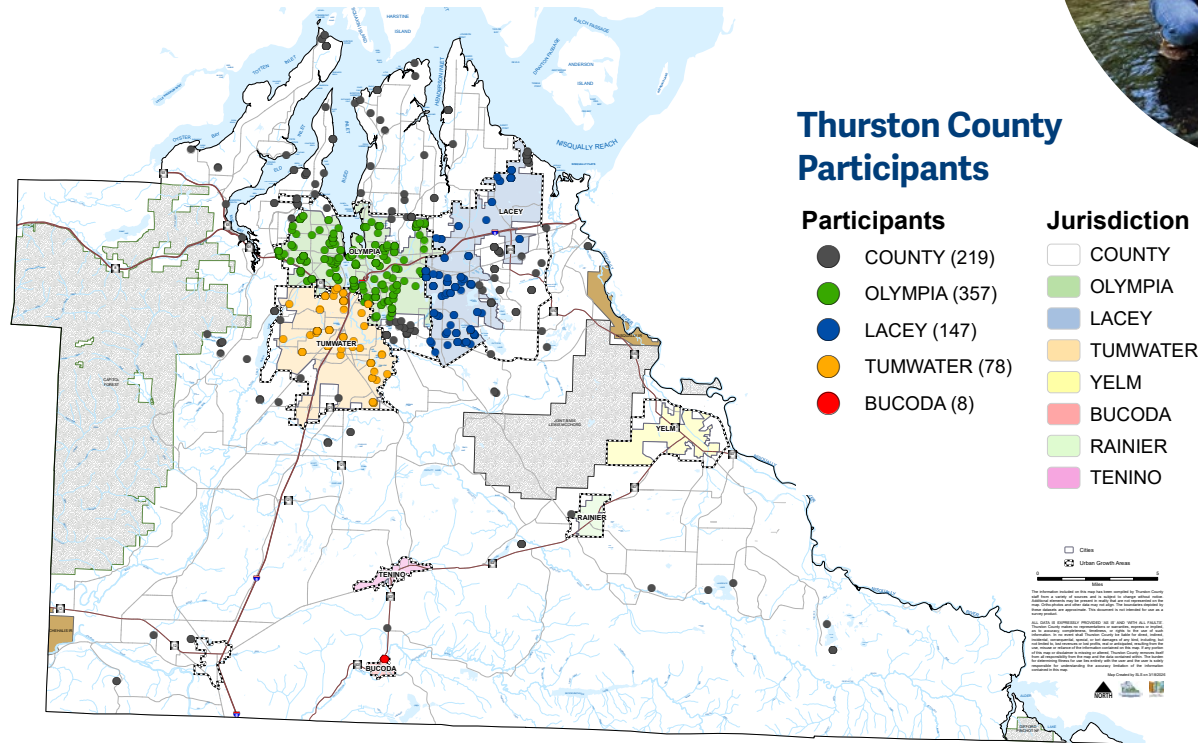


Kelsey Crane
Thurston County
Cynthia Taylor
Thurston County
Lara Tukarski
Thurston County



Grant Gilmore
City of Tumwater

Program Overview & Data



Volunteers played a vital role, contributing **approximately 1,800 hours** in 2025 to reduce stormwater pollution and improve the environment.

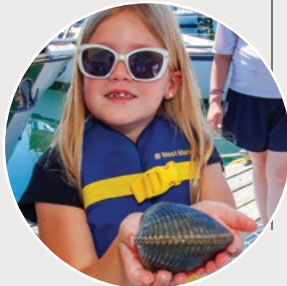


Hands-On Science, Stewardship & Education

Over 800 households from across the County participated in REEP programs. These programs provided residents with opportunities to learn about stormwater best practices for pollution prevention, and to gain direct experience in ecosystem monitoring and restoration.

Educational & Science Initiatives

- Amphibian surveys
- Macroinvertebrate surveys
- Plankton monitoring
- Marine Creature Mondays
- Salmon Stewards



Self-Guided Courses & Activities

- Stormwater facility maintenance
- Nature Sleuths
- Salmon Stewards training



Habitat Stewardship Activities

- Earth Day and MLK Day events
- Second Saturdays at Sapp Road Park
- McLane Creek Trail maintenance
- Indian Creek habitat stewardship work parties



Program Overview & Data



Habitat Conservation & Restoration

599
VOLUNTEER SLOTS
1,799
HOURS

321
UNIQUE
VOLUNTEERS
FILLED
599
VOLUNTEER
SLOTS!

	Unique Volunteers	Hours
Amphibian Monitoring Surveys	25	94
Macroinvertebrate Surveys	26	113
Marine Creature Monday Volunteer Marine Biologists	11	114
Salmon Stewards	34	363
MLK Day of Service	23	69
Second Saturdays at Sapp Road Park	60	472
Habitat Stewardship at Indian Creek	15	45
McLane Creek Trail Maintenance	54	300
Earth Day Challenge at Woodland Creek	32	96
Event Support Volunteers	41	133

Community Science & Education Programs

487
PARTICIPANTS
572
HOURS

Community Science & Stewardship

	Unique Participants	Hours
Amphibian Field Training	24	36
Salmon Stewards Online Training	33	99
Macroinvertebrate Training	32	64
Nature Sleuths Participants	110	N/A
Salmon Stewards Field Training	30	88

Pollution Prevention Education

Amphibians of the Pacific Northwest Lecture	36	72
Marine Creature Monday	213	213



Community Events

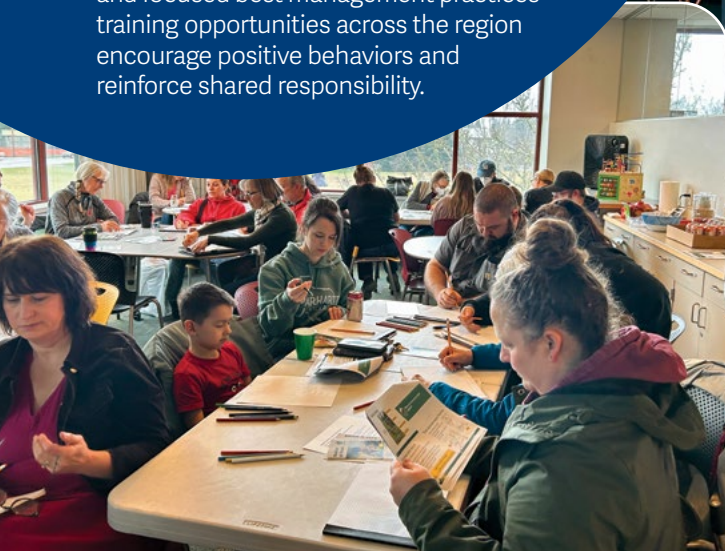
Leveraging partnerships with local organizations enables REEP to reach broader audiences and strengthen its impact across community sectors. By sharing resources and expertise, these collaborations exponentially expand environmental education and stewardship opportunities while normalizing a clean water culture throughout the region.



2,792 PARTICIPANTS • 80 EVENT HOURS • 66 EVENT VOLUNTEERS

Residential & Business Outreach

REEP's residential and business outreach programs focus on everyday actions that help protect local waters and support resilient communities. Clear and consistent messaging and focused best management practices training opportunities across the region encourage positive behaviors and reinforce shared responsibility.



Habitat at Home

Three Habitat at Home workshops launched in coordination with the Washington State Department of Fish and Wildlife. These workshops helped residents design wildlife-friendly rainscapes with increased ability to manage stormwater on site—no matter the size of space—a major accessibility win for high-density residential dwellers!

108
REGISTRATIONS

Habitat at Home Workshop: Lacey	24
Habitat at Home and Natural Yard Care Workshop: Tumwater	37
Habitat at Home: Yelm	22
Habitat at Home: Olympia	25

Puget Sound Starts Here

The Puget Sound Starts Here Campaign continued to broadcast multilingual commercials and advertisements across Puget Sound. These videos demonstrated proper tire care tips to help prevent tire wear on vehicles, a known source of the pollutant 6 PPD-q. Across Thurston County, this ad campaign reached 43,843 individuals and received 4,171 clicks through online advertisements.

Stormwater System Inspections & Maintenance

Free online training for homeowner associations, property managers, and contractors covering stormwater 101, inspection and maintenance standards, Green Stormwater Infrastructure, planning and budgeting, and pollution prevention best practices in a go-at-your-own-pace model.

**2025
Online
Stormwater
Training
Engagement**

37 ENROLLMENTS

44% PROGRESS

11% COMPLETION RATE

BEHAVIOR CHANGE CAMPAIGNS



Adopt a Drain Campaign

Olympia and Lacey both finalized contracts with Hamline University in Minneapolis to join the national Adopt a Drain behavior change campaign. This effort has thrived in the Salish Sea region, and our jurisdictions are joining Phase I permittees like Seattle and Tacoma to develop a region-wide effort to educate our communities about how pollutants enter stormwater systems. <https://wa.adopt-a-drain.org/>

Concrete Washout Brochure

In partnership with the Washington Stormwater Center and statewide stakeholders, REEP coordinators contributed to developing a concrete survey, a concrete washout best management practices (BMP) brochure, and three videos. Strategic distribution of these resources to municipal inspectors, permitting counters, and local businesses to connect with contractors on the ground will continue into 2026, as will translation services to Spanish.

Source Control Web Page

In 2025, REEP began the early stages of designing a Source Control webpage that will live on the Stream Team website.

The page will include resources on source control and business pollution prevention and will launch in 2026.

Go Green Natural Yard Care Program

Thurston County and Tumwater co-hosted an ecoPRO Certification training in the fall of 2025 with the Washington State Nursery and Landscape Association (WSNLA). We had 17 attendees in the four-day, 100%-online training. On the 5th day, attendees took an exam for certification—with an 82% for professional landscapers success rate!

Natural Yard Care Training for Landscapers

In Q4 of 2025, the REEP team—led by Thurston County and the City of Tumwater—entered into a contract with the Washington State Nursery and Landscape Association (WSNLA) for the development of a three-part video series which will become a certificate program for Spanish-speaking landscaper audiences.

To Be Developed in 2026:

Sustainable Landscape Certificate

3 video-based training modules, designed in Spanish

Sustainable Landscaping Best Practices Handout

designed in Spanish



Pet Waste Outreach

Distribution of free pet waste stations and bag dispensers to neighborhoods, multi-family housing, businesses, schools, and homeowner associations:

Jurisdiction	# Distributed
Lacey	7
Olympia	16
Thurston County	18
Tumwater	6
Joint Animal Services	
Pet Waste Inserts distributed	15,000
Bobs distributed	1,195

K-12 Education

REEP partners with South Sound Green and the Pacific Shellfish Institute to support K-12 learning focused on aquatic biology, water quality, and habitat restoration. These partnerships support Stream Team programming and engage students through hands-on, place-based learning.



Pacific Shellfish Institute (PSI)

In its 13th year, the What's Blooming? program continued its partnership with PSI, offering plankton monitoring and public outreach events. These efforts help raise awareness of local water quality issues and encourage actions that reduce stormwater pollution. In 2025, PSI hosted 12 events across Olympia, Lacey, Tumwater, and Thurston County.

LACEY

Lacey STEAM Fun Fair	400
Lacey TRL Discover Plankton Workshop	30

430
Contacts

TUMWATER

Tumwater Falls Festival	200
Tumwater TRL Discover Plankton Workshop	16

216
Contacts

Olympia

What's Blooming in Budd? #1	76
What's Blooming in Budd? #2	64
What's Blooming in Budd? #3	90
What's Blooming in Budd? #4	42
What's Blooming in Budd? #5	70

342
Contacts

THURSTON COUNTY

McLane Salmon & Cider Celebration	200
Christmas in the Park	250

450
Contacts

South Sound Green (SSG)

SSG-led classroom lessons, field studies, and community activities help students explore and understand their connections to shellfish, marine life, and watershed health.



Nearshore / Salmon / Refuge @ KMS, NTHS, THS, THS

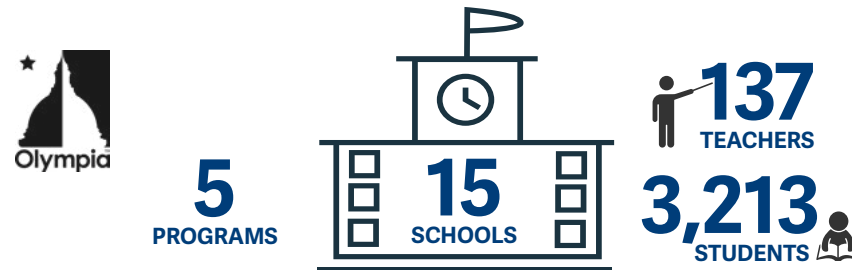
Stream Bug Labs + Classroom Lessons @ THS

Student GREEN Congress @ LKES

Teacher PD @ KMS, LKES, NTHS, SMS

Water Quality Testing @ CPES, HES, KMS, LES, LKES, MVES, SMU

Lacey Schools: Chambers Prairie ES (CPES), Horizons ES (HES), Komachin MS (KMS), Lacey ES (LCES), Lakes ES (LKES), Mountain View ES (MVES), North Thurston HS (NTHS), Salish MS (SMS), St. Martins University (SMU), Timberline HS (THS).



Nearshore / Salmon / Refuge @ GES, HES, JMS, LES, MES, MKES, MMS, ORLA, PES, RES, RMS, WAMS

Restoration @ MMS, ORLA, RMS

Stream Bug Labs + Lessons @ AHS, GES, HES, LES, MES, MKES, MMS, OHS, ORLA, PES, RES, WMS

Student GREEN Congress @ LES, MMS, NMS, ORLA, PES, RES, RMS

Teacher PD @ GES, HES, JMS, MMS, OHS, PES, RES, RMS, WMS

Water Quality Testing @ AHS, GES, HES, LES, MKES, MMS, NMS, ORLA, PES, RES, RMS

Olympia Schools: Avanti HS (AHS), Garfield ES (GES), Hansen ES (HES), Jefferson MS (JMS), Lincoln ES (LES), Madison ES (MAES), Marshall MS (MMS), McKenny ES (MCES), NOVA MS (NMS), Olympia HS (OHS), ORLA (ORLA), Pioneer ES (PES), Reeves MS (RMS), Roosevelt ES (RES), Washington MS (WAMS).



PSI:
11
 EVENTS
1,438
 CONTACTS
 +
16
 SOCIAL POSTS
 WITH
2,799
 CONTACTS
 =
4,237
 IMPRESSIONS

SSG: 62 VOLUNTEERS AT 72 EVENTS GAVE 132.5 VOLUNTEER HOURS



5
PROGRAMS



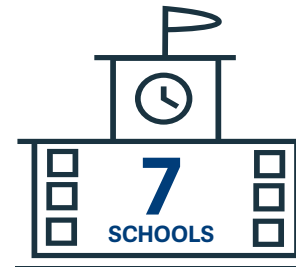
91
TEACHERS
2,102
STUDENTS

Nearshore / Salmon / Refuge @ BHES, CES, EOES, LPBES, MES, PGES, RHS, SH, TCCH, TCJD
Stream Bug Labs + Classroom Lessons @ BHES, CES, LPBES, MES, PGES, SBES
Student GREEN Congress @ BHES, CES, OVES, PGES, SBES
Teacher PD @ EOES, PGES, RES
Water Quality Testing @ BHES, CES, MES, OVES, PGES, RHS, SBES

Thurston County Schools: Boston Harbor ES (BHES), Centennial ES (CES), E Olympia ES (EOES), LP Brown ES (LPBES), McLane ES (MES), NOVA MS (NMS), Olympic View ES (OVES), Pleasant Glade ES (PGES), Rainier ES (RES), Rainier HS (RHS), South Bay ES (SBES), Summit Homeschool (SH), Thurston County Co-op Homeschool (TCCH), TC Juvenile Detention (TCJD).



5
PROGRAMS



53
TEACHERS
1,309
STUDENTS

Nearshore / Salmon / Refuge @ BLES, PGSES
Stream Bug Labs + Classroom Lessons @ BHHS, BLES, PGSES, THS, THES, TMS
Student GREEN Congress @ PGSES
Teacher PD @ BLES, MTSES, PGSES, THES
Water Quality Testing @ BHHS, BLES, PGSES, THS, THES

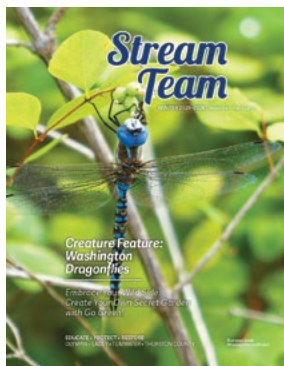
Tumwater Schools: Black Hills HS (BHHS), Black Lake ES (BLES), Michael T. Simmons ES), Peter G. Schmidt ES (PGSES), Tumwater HS (THS), Tumwater Hill ES (THES), Tumwater MS (TMS).

Communications

In 2025, REEP reached our community through a mix of print and digital communication.

Quarterly Stream Team Newsletter

Articles covering stormwater best practices, wildlife features, youth activities, upcoming events, watershed updates, volunteer highlights, and green and gray stormwater infrastructure education.



Electronic Quarterly Newsletters Sent:



Social Media

Programming engaged the community through online platforms like YouTube, Instagram, and Facebook.

FACEBOOK

Total Page Views	4,445
New Page Likes	174
Total Page Likes (Followers)	2,876
Average Monthly Reach	7,216
Average Monthly Engagement	127

INSTAGRAM

Total Followers	1,329
Average Number of Monthly Posts	19.91
Average Monthly Engagement	224

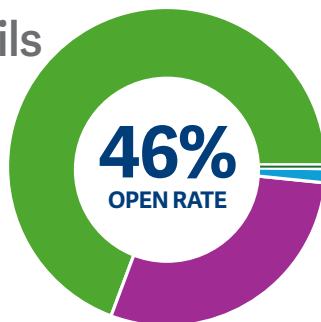
You Tube

Total Video Views	6,375
Impressions	40,480
Impression Click-Through Rate	7.7%
Hours of Video Watched	114.4
Subscribers	332

Monthly Emails

Emails include updates on Stream Team activities, seasonal pollution prevention tips, upcoming events, and regional ecosystem and stormwater news.

 Emails Sent	60,378	 Click-Throughs	1,239
 Emails Opened	25,334	 Unsubscribes	165



Website

In 2026, we will embark on major website updates—transforming our current Reference Library into a new and improved **Learning Library**. Soon, you'll have a more interactive and accessible way to explore our resources without the clunkiness! Stay tuned for even more innovative ways we'll engage with you in 2026 and beyond.

TOTALS	Total Users	15,066
	New Users	15,015
	Total Page Views	23,185
TOP	Home Page Views	11,781
	Events Page Views	4,158
	Newsletter Page Views	672
ACTIONS	Actions/Car Washing & Car Care Page Views	283
	Actions/Lawn Care Page Views	300
	Actions/Pet Waste Page Views	294
	Actions/Native Plants Page Views	291
REFERENCE LIBRARY	Reference Library Home	215
	Car Wash Reference Library	42
	Car Leaks Reference Library	51
	Climate Reference Library	56
	Home Stewardship Reference Library	76
	Native Plants Reference Library	102
	Pet Waste Reference Library	47
	Yard Care Reference Library	83
VIDEOS	Wildlife Reference Library	71
	Bat Videos	164
	Marine Creature Mondays Videos	170
	Purple Martin Videos	94
SOURCES	Salmon Videos	215
	Source: Direct	8,338
	Source: Social	1,239
	Source: Referral	1,210



Future Goals & Initiatives

Looking ahead to 2026 and beyond, REEP will:

- Review existing programs to identify accessibility barriers, update content, and improve efficiency
- Expand online training opportunities
- Refine communication strategies to better serve diverse audiences
- Provide clear, data-driven, and engaging content aligned with real-time seasonal and climate conditions
- Share practical actions that support an empowered and thriving community

Building Equity in Our Programs

Making Equity a Priority

Monthly REEP Coordinator meetings resulted in the 2025–2027 REEP Equity Action Plan. This document provides a SMART framework for strengthening capacity, building partnerships, implementing meaningful actions, and tracking progress.

In 2025, REEP expanded equity efforts by partnering with organizations such as Puget Sound Estuary, the Washington Nursery and Landscape Association, Washington Department of Fish and Wildlife, and Olympia, Tumwater, North Thurston, and unincorporated Thurston County School Districts. Outreach materials were translated and adapted into Spanish, and program adjustments were made to improve cultural relevance and accessibility.



Key Focus Areas

Habitat at Home workshops, updates to the Stream Team Newsletter, increased Nature Sleuthing missions, accessibility features, and cross marketing helped broaden participation and deepen community engagement.

- Capacity building
- Strengthening relationships/partnerships
- Creating SMART goals
- Improving program effectiveness
- Co-creating resources to fit the language and culture of our audience
- Increased short-form video and reach across socials

Celebración del Salmón

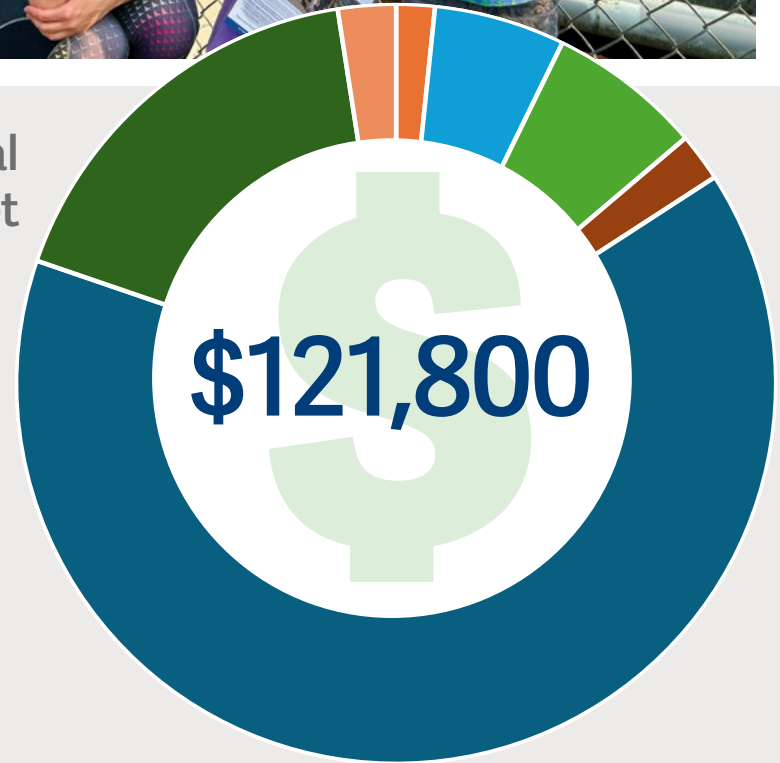
In partnership with the Washington Department of Fish and Wildlife, Pacific Education Institute, and Xquenda Chapulin LLC, REEP co-hosted the second annual Celebracion del Salmon for Latin Conservation Week at Brewery Park at Tumwater Falls. More than 200 people attended this event, which offered Spanish-language educational content.

Participants explored Pacific salmonid migration and life history, Chinook hatchery practices, and salmon anatomy through dissection. The experience also included storytelling about the salmon life cycle and hands-on arts and crafts celebrating these keystone species and their role in the ecosystem.

This collaborative event led to the generation of many Spanish language educational materials and further fortified partnerships in our community.



Annual Budget



Administration, Planning & Reporting	\$2,000
Audience Expansion	\$6,800
Behavior Change	\$8,000
Business Pollution Prevention & Stormwater Education	\$2,500
Communications Channel Development & Maintenance	\$78,450
Hands-On Science, Stewardship & Education Programs	\$21,050
Residential Stormwater Outreach	\$3,000
Juneteenth Freedom Day	\$2,000



REEP 2025

Regional Environmental Education Program



Acknowledgments

We extend our sincere thanks to all partners, volunteers, and supporters who contributed to REEP's efforts and offerings in 2025. Special appreciation goes to South Sound Green, Pacific Shellfish Institute, Puget Sound Estuarium, Xquenda Chapulin LLC, Washington Department of Fish and Wildlife, Washington Department of Natural Resources, U.S. Fish and Wildlife Service, Washington State Department of Ecology, local officials, and Washington State departments and collaborators.

Your commitment helps make the South Sound a healthier place for the human, plant, and wildlife communities that depend on it.

TO: Public Works Committee
 FROM: Tyle Zuchowski, Water Resources & Sustainability Deputy Director
 DATE: July 9, 2026
 SUBJECT: Interlocal Agreement (ILA) with the LOTT Clean Water Alliance (LOTT) for Mutual Services

1) Recommended Action:

Place the Interlocal Agreement with the LOTT Clean Water Alliance for Mutual Services Agreement on the July 21, 2026, City Council consent calendar, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The original ILA was signed on March 27, 2014, and renewed in 2019. The purpose of the agreement is to permit the parties to make the most efficient use of their resources by enabling them to cooperate by providing staff support, equipment, and materials when available on a reimbursable basis for roadway, utility, and utility appurtenance maintenance activities or cooperate on joint roadway, utility, and utility appurtenance maintenance and repair projects. It is understood that the work of the owner of the requested resources takes priority. Reimbursement covers all resources necessary to complete the work to include materials, equipment, contracted services, and staff time.

3) Policy Support:

- [RCW 39.34.010](#) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.
 - [RCW 39.34.080](#) local governments are authorized to contract with any one or more other public agencies to perform any governmental services, activities or undertaking which would each Public agency entering into the contract is authorized by law to perform.
-

4) Alternatives:

- ☐ Rejecting the agreement potentially reduces the efficiency and timeliness of needed utility repairs or emergency response activities.
-

5) Fiscal Notes:

All agreed upon work completed by either LOTT or the city is reimbursable, so there is no direct financial impact. The maximum amount payable for work to be performed under this Agreement for each jurisdiction is \$100,000 per calendar year.

6) Attachments:

A. LOTT Interlocal Agreement

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

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

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

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

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

**I
GENERAL**

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

**II
DURATION**

- 2.0 This Agreement shall become effective as of the date of the last authorizing signature affixed hereto and shall remain in effect until terminated as provided for herein. Prior to becoming enforceable, this Agreement shall be executed by both parties and recorded with the Thurston County Auditor's Office or posted upon the websites or other electronically

retrievable public source as required by RCW 39.34.040.

III REQUEST FOR SERVICES

- 3.0 Each request for service shall be submitted by the authorized official or designee on behalf of each entity. Each request for service shall be in writing using the Request for Services Form, Exhibit “A”, and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, when the work is to be performed, and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have the request reduced to a writing that complies with RCW 39.34 et seq. and signed by their authorized official, and return one copy to the requesting party. The authorized official for LOTT is the Executive Director and for the City of Tumwater is the City Administrator or designee. In cases of emergency, as declared in writing by the official at the requesting agency authorized to do so, the request and approval may be verbal, but must be documented in writing within 48 hours of the verbal request. In some instances, it may be necessary for one or both Parties to obtain the authorization of their respective governing body as a pre-requisite to provide services under this Agreement or, in the case of an emergency, for the governing body to review the services provided.
- 3.1 The party that accepts the request for service agrees to perform, or cause to be performed, all work and furnish, or cause to be furnished, all materials and equipment required to procure and perform the work described in the Request for Services. The work shall be procured and performed in accordance with this Agreement and all applicable city, state, and federal laws, policies, and regulations applicable to each Party.

IV PAYMENT

- 4.0 The parties to this Agreement agree that the party receiving services under this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs. Upon request of the providing party, the party receiving services shall make partial payments to cover out of pocket costs incurred. These payments are not to be more frequent than once per month. It is agreed that such partial payment will not constitute agreements as to the appropriateness of any item or to the reasonableness of the cost incurred. Neither party may incur costs on behalf of the other beyond that expressed in their written agreement to perform services without first obtaining the requesting party's written consent.

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

V

RECORDS RETENTION AND AUDIT

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

VI

CARE AND MAINTENANCE OF EQUIPMENT

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

VII

RIGHT OF ENTRY

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

VIII

RELATIONSHIP OF PARTIES

- 8.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity and no joint organization are created by this

Agreement. No common budget is to be established. No personal or real property is to be jointly acquired or held.

IX HOLD HARMLESS AND INDEMNIFICATION

- 9.0 The City shall hold harmless, indemnify, and defend LOTT, its officers, officials, employees, and agents solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the City's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 9.1 LOTT shall hold harmless, indemnify, and defend the City, its officers, officials, employees, and agents solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of LOTT's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes LOTT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 9.2 The City's obligations hereunder shall not extend to bodily injury, sickness, or death caused by or arising out of the sole negligence of LOTT, its officers, officials, employees, or agents.
- 9.3 LOTT's obligations hereunder shall not extend to bodily injury, sickness, or death caused by or arising out of the sole negligence of the City, its officers, officials, employees, or agents.
- 9.4 In the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees, or agents.
- 9.5 In the event of the concurrent negligence of the parties, LOTT's obligations hereunder shall apply only to the percentage of fault attributable to LOTT, its officers, officials, employees, or agents.
- 9.6 The provisions of this Section IX shall survive the expiration or termination of this Agreement and completion of the request for services.

X INSURANCE

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

XI TERMINATION

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

XII LEGAL RELATIONS

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

XIII ADMINISTRATION AND NOTICE

- 13.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for

coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

- 13.1 The City's representative shall be the Director of Water Resources & Sustainability, 555 Israel Road SW, Tumwater, WA 98501, 360-754-4140, desmith@ci.tumwater.wa.us.
- 13.2 LOTT's representative shall be the Contract Manager, 500 Adams Street NE, Olympia, WA 98501, 360-664-2333, contracting@lottcleanwater.org.
- 13.3 A notice shall be deemed to have been validly given if:
 - a. Delivered in person to the individual designated by a party to accept delivery, to a member of the firm, to an officer of the corporation, or to an agent acting on behalf of the foregoing; or
 - b. Sent to the attention of the designated representative by United States mail, postage prepaid, to the last business address provided; or
 - c. Sent to the attention of the designated representative by email to the last email address provided.
- 13.4 Any notice required under this Agreement shall become effective three (3) calendar days following the date of deposit in the United States Postal Service or on the date of delivery for delivery in person or by email.

XIV

CHANGES, MODIFICATIONS, AND AMENDMENTS

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

XV

GOVERNING LAW AND VENUE

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

**XVI
WAIVER**

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

**XVII
SEVERABILITY**

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

**XVIII
EQUAL OPPORTUNITY TO DRAFT**

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last signed below.

City of Tumwater

LOTT Clean Water Alliance

By: Leatta Dahlhoff

Its: Mayor

Date: _____

By: Matthew J. Kennelly, P.E.

Its: Executive Director

Date: _____

ATTEST: _____

Melody Valiant, City Clerk

ATTEST: _____

Amy Earley, Corporate Secretary

Approved as to form

Karen Kirkpatrick, City Attorney

REQUEST FOR SERVICES
EXHIBIT A
TO
MASTER INTERLOCAL AGREEMENT
BETWEEN LOTT CLEAN WATER ALLIANCE AND CITY OF TUMWATER

TITLE

SCOPE OF PROJECT

COST ESTIMATE (Itemization to be attached)
Labor \$ _____
Materials \$ _____
Equipment \$ _____
Other \$ _____
TOTAL \$ _____

LOCATION OF WORK

START DATE

COMPLETION DATE

PROJECT CONTACTS
LOTT Clean Water Alliance

City of Tumwater

CONCURRENCE

City of Tumwater

LOTT Clean Water Alliance