

**INTERLOCAL AGREEMENT BETWEEN CITY OF OLYMPIA AND THE LOTT
CLEAN WATER ALLIANCE FOR PUBLIC HEALTH EMERGENCY SUPPORT
FUNDING**

This Agreement is entered into as of the date of the last signature affixed hereto between the LOTT CLEAN WATER ALLIANCE, a Washington nonprofit mutual corporation and 501(c)(3) corporation acting as a public agency to provide wastewater resource management services (hereinafter “LOTT”) and City of Olympia, a municipal corporation (hereinafter “City”). LOTT and the City, are referred to herein collectively as “the Parties”.

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

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

WHEREAS, the homeless crisis has resulted in a significant increase in human waste along streets, sidewalks, and other outdoor areas, and this poses a risk to public health and the environment, as runoff can carry bacteria and nutrients into storm drains and nearby surface waters; and

WHEREAS, the LOTT Board of Directors has established a Public Health Emergency Support Program to provide funding to LOTT’s members (its “partner jurisdictions”) for efforts to improve management of human waste associated with homelessness; and

WHEREAS, the City is establishing one or more managed emergency sites for unhoused citizens to mitigate the homeless crisis, and the emergency managed mitigation sites will require the availability of basic hygiene services such as restroom facilities; and

WHEREAS, LOTT and the City desire to collaborate on efforts to protect public health and share common interest in projects that protect or enhance the quality of local surface waters, including LOTT’s receiving water;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the documents incorporated herein, IT IS MUTUALLY AGREED AS FOLLOWS:

I
PURPOSE

- 1.1 It is the purpose of the Agreement to allow LOTT to provide funding to the City for the purchase of hygiene equipment for use in providing public health services for unhoused persons.
- 1.2 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
SCOPE OF AGREEMENT

- 2.1 LOTT agrees to reimburse City of Olympia up to \$75,000 toward the City's purchase of hygiene equipment for use in emergency managed mitigation or shelter sites for unhoused persons. Reimbursement will be made within thirty (30) business days of LOTT's receipt from the City of an invoice identifying the equipment purchased and the expenses being requested for reimbursement.
- 2.2 The City agrees to utilize the equipment only for public health and hygiene purposes associated with providing public health services for unhoused persons within LOTT's service area.
- 2.3 LOTT agrees to waive any applicable Capacity Development Charges for connection of the hygiene trailers to the regional sewer system.
- 2.4 The parties agree that the City is solely responsible for the ownership, maintenance and operation of the hygiene equipment, and all costs associated with permitting, installing, operating, and maintaining the equipment.
- 2.5 The parties agree that LOTT has no other responsibility under this agreement other than to provide funding toward the purchase of hygiene equipment.

- 2.6 In the event that the City no longer needs the equipment, they will either, 1) offer, at no cost, the equipment to other LOTT partner jurisdictions as surplus property for use in providing services to unhoused persons or surplus the equipment, or 2) sell the equipment and remit any funds received to LOTT within 30 days. If the City chooses to transfer the equipment to another LOTT partner jurisdiction, the receiving partner jurisdiction is required to sign an agreement with LOTT assuming the City's responsibilities under this Agreement concerning the equipment's usage, administration, operation, and disposition prior to taking possession of the equipment, and, in the absence of such agreement, the transfer shall be ineffective.
- 2.7 The City agrees to comply with all applicable laws, regulations, and permitting requirements in connection with its activities under this Agreement.
- 2.8 The term of this Agreement is from its effective date until all parties have completed their performance of its obligations under this Agreement.

III INDEMNIFICATION

- 3.0 The City agrees to indemnify, hold harmless and defend LOTT, its officers, officials, employees, agents, and other partner jurisdictions from any and all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, and any other third-party claims of any kind caused by or arising out of the City's performance or failure to perform any of its obligations under this Agreement, except for claims arising out of the sole negligence of LOTT.

IV LEGAL RELATIONS

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

V ADMINISTRATION AND NOTICE

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

LOTT's Representative

Justin Long
Finance Director
500 Adams Street NE
Olympia, WA 98501
(360) 528-5713

City of Olympia's Representative

Keith Stahley
Community Planning & Development Director
City of Olympia
601 4th Avenue E
PO Box 1967
Olympia, WA 98507-1967
(360) 753-8227

VI
GOVERNING LAW AND VENUE

- 6.0 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.

VII
WAIVER

- 7.0 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.

VIII
SEVERABILITY

8.0 If any provision of this Agreement of 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.

IX
EQUAL OPPORTUNITY TO DRAFT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OLYMPIA

LOTT CLEAN WATER ALLIANCE

Steven J. Burney
By: Steven J. Burney
Its: Interim City Manager
05/21/2020
Date

Mike Strub
By: Michael D. Strub
Its: Executive Director
4/24/2020
Date

ATTEST: Sean Krier
Sean Krier
City Clerk

ATTEST: Maegen McAuliffe
Maegen McAuliffe
Corporate Secretary

Approved as to form

Approved as to form

By: [Signature]
Deputy City Attorney

By: Ryan Espgaard
Legal Counsel