

**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 actively working to manage public health issues associated with several encampments and shelters of unhoused citizens, including provision of basic hygiene services such as portable toilets; 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 rental of temporary, portable toilets 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 quarterly, up to a total of \$30,000 annually, toward the City's rental of temporary hygiene equipment such as portable toilets for use in encampments or shelter sites of unhoused persons. Reimbursement will be made within thirty (30) business days of LOTT's receipt from the City of an invoice identifying the rental expenses being requested for reimbursement.
- 2.2 Any request for reimbursement made by the City under this Agreement must be received by LOTT no less than thirty (30) business days prior to the end of the Agreement.
- 2.3 Expenses of the City for rental equipment for public health and hygiene purposes incurred after October 2023 are eligible for reimbursement.
- 2.4 The City agrees to utilize the rental equipment only for public health and hygiene purposes associated with providing public health services for unhoused persons within LOTT's service area.

- 2.5 The parties agree that the City is solely responsible for the rental, management, and operation of the hygiene equipment, and all costs associated with permitting, installing, and otherwise operating and maintaining the equipment.
- 2.6 The parties agree that LOTT has no other responsibility under this Agreement other than to provide funding toward the rental of the hygiene equipment.
- 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 October 2023 through December 2024. The Agreement shall be automatically renewed through December 2026 unless notice is given by LOTT of its intent to terminate the Agreement as of December 31, 2024.
- 2.9 This Agreement may be terminated by either party by providing 30 days written notice of termination to the other party. Within 45 days of the date of termination, all claims for reimbursement shall be presented for payment, but in no event shall LOTT be responsible for expenses incurred after the date of termination.

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 & Administration Director
500 Adams Street NE
Olympia, WA 98501
(360) 528-5713

City of Olympia's Representative

Darian Lightfoot
Director of Housing and Homeless Response
City of Olympia
601 4th Avenue E
PO Box 1967
Olympia, WA 98507-1967
(360) 753-8033

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 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.

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 date of the last signature affixed hereto.

CITY OF OLYMPIA

Steven J. Burney

By: Jay Burney

Its: City Manager

Dated: 05/21/2024

Approved as to form

By: Mark Barber

City Attorney

LOTT CLEAN WATER ALLIANCE

Matthew J. Kennelly

By: Matthew J. Kennelly

Its: Executive Director

Dated: 05/21/2024

Approved as to form

By: Jeff Myers

LOTT Legal Counsel