



City of Lacey, Washington City Council Regular Meeting Agenda

Refer to bottom of the agenda for instructions on attendance and public comment.

Thursday, July 6, 2023

6:00 PM

Council Chambers and Online

Call to Order

1. Pledge of Allegiance

2. Approval of Agenda and Consent Agenda Items:

Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Council Worksession minutes of June 8, 2023
- B. Council minutes of June 15, 2023
- C. A motion to approve payment of claims, wages, and transfers for June 6, 2023, through June 19, 2023.

3. Public Recognitions and Presentations:

- A. **Public Service Award Peg Evans-Brown, Planning Commissioner**
Mayor Ryder
- B. **Volunteer Recognition for Gary Walker, Lacey Veterans Services Hub**
Mayor Ryder
Keith Looker, Lacey Veterans Services Hub Manager

4. Public Comment:

Refer to the bottom of the agenda for instructions on how to provide public comment.

5. Public Hearing:

6. Proclamations:

7. Referral from Planning Commission:

8. Referral from Hearings Examiner:

9. Resolutions:

10. Ordinances:

11. Mayor's Report:

A. Selection of City Manager

Mayor Ryder

12. City Manager's Report:

A. Cascade Pacific Action Alliance Interlocal Agreement

Dave Schneider, City Attorney

B. Lacey Contract PW 2023-05 - Lift Station 34 & 37 Rehabilitation Project

Scott Egger, Public Works Director

C. Hicks Lake Monitoring Contract

Erik Iverson, Water Quality Analyst

13. Standing General Committees:

14. Other Business:

15. Boards, Commissions and Committee Reports:

A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

B. Deputy Mayor Malcolm Miller:

1. Economic Development Council (CDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Thurston Thrives
5. Urban Growth Management Subcommittee

C. Councilmember Carolyn Cox:

1. Climate Action Steering Committee
2. LOTT Clean Water Alliance



3. Regional Housing Council
- D. Councilmember Lenny Greenstein:
 1. Emergency Medical Services (EMS)
 2. TCOMM911
- E. Councilmember Michael Steadman:
 1. Community Action Council
 2. Nisqually River Council
 3. Thurston County Law & Justice Council
- F. Councilmember Ed Kunkel:
 1. Joint Animal Services Commission (JASCOM)
 2. Lacey South Sound Chamber
 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
 4. Solid Waste Advisory Committee (SWAC)
- G. Councilmember Robin Vazquez:
 1. Intercity Transit Authority
 2. Olympic Region Clean Air Agency (ORCAA)
 3. Thurston Regional Planning Council (TRPC)
 4. Thurston County Board of Health

16. Executive Session:

A. Convene to Executive Session

Pursuant to RCW 42.30.110(1)(b) Related to Property Acquisition

17. Adjourn

Attendance and Public Comment

Attend Remote or In Person The public may attend the meeting in person, or you may view or listen to the meeting using one of the following platforms:

In Person: Council Chambers at Lacey City Hall, 420 College Street SE, Lacey, WA 98503

Via Zoom: https://us02web.zoom.us/webinar/register/WN_AAwxiGysQX2JfPe-6Y0_uQ

City <https://cityoflacey.org/upcoming-meetings/>

Website:

Facebook: <https://www.facebook.com/cityoflacey>

YouTube: <https://www.youtube.com/watch?v=8TppqCOicfl>

Cable: Channel 3 with your local cable provider



By Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 811 9562 5500)

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person: Use the sign-up sheet located in the Council Chambers.

Via Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:

https://us02web.zoom.us/webinar/register/WN_AAwxigYsQX2JFPe-6Y0_uQ

Instructions and access details will be provided once registration is complete.

Written Public Comment

Public comments may also be submitted by email to publiccomment@ci.lacey.wa.us.

The commenting period will close two hours before meeting time.

Written comments will be provided to the City Council electronically prior to the meeting.

Comments will not be addressed during the Council meeting; however, comments received will be added to the official record.



MINUTES OF THE LACEY CITY COUNCIL WORKSESSION

THURSDAY, JUNE 8, 2023

6:00 P.M. – 7:11 P.M.

REMOTE AND IN PERSON

To hear the full discussion of a specific topic, or the complete meeting,
watch the recorded meeting available on YouTube:

<https://www.youtube.com/watch?v=H54GDA9hy64>

COUNCIL PRESENT: MAYOR RYDER, DEPUTY MAYOR MILLER, COUNCILMEMBERS
GREENSTEIN, COX, STEADMAN (REMOTE), KUNKEL, AND VAZQUEZ

STAFF PRESENT: R. WALK, G. BECK, W. DUFFY, E. FONTAINE

Mayor Ryder requested amending the agenda to reorder the scheduled items and place *1-2 Stryker Brigade Combat Team Update* first and the *Timberland Regional Library Update* second.

ACTION: APPROVE AMENDED WORKSESSION AGENDA

MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER KUNKEL AND
COUNCILMEMBER VAZQUEZ

1-2 STRYKER BRIGADE COMBAT TEAM UPDATE

PRESENTER: COLONEL KUHLMAN, COMMANDER 1-2 STRYKER BRIGADE COMBAT TEAM

ACTION: INFORMATION ONLY

Council received an update on the 1-2 Stryker Brigade Combat Team, also known as the “Ghost Brigade,” by Commander Colonel Kuhlman. The presentation included the following items:

- Ghost Brigade facts and history
- Lacey Connections
- Recent Brigade Highlights
- Ongoing/Upcoming Activities
- Special Events

Commander Colonel Kuhlman also highlighted the Gold Star Family Memorial Event, and expressed gratitude for the continued support and partnership with the City of Lacey.

TIMBERLAND REGIONAL LIBRARY UPDATE

PRESENTERS: CHERYL HEYWOOD, EXECUTIVE DIRECTOR, TIMBERLAND REGIONAL LIBRARY
HOLLY PAXSON, LACEY TIMBERLAND REGIONAL LIBRARY MANAGER

ACTION: INFORMATION ONLY

Cheryl Heywood, Executive Director, Timberland Regional Library, presented an update to Council and the Library's annual report.

Timberland Regional Library provides services to the residents of five counties in Southwest Washington State: Grays Harbor, Lewis, Mason, Pacific, and Thurston Counties. The Library is defined as an Intercounty Rural Library District, funded by property taxes and revenue from timber sales of nearly \$25.9 million.

Updates included review of the following:

- 2020-2024 Strategic Direction
- New Open Hours
- Expanded Access Hours
- New Location Opens: Hawks Prairie
- Grand Opening: Shelton
- New Library in Progress: McCleary
- New Library Cards
- Summer Library Program

WASHINGTON STATE BUILDING CODES UPDATE

STAFF: GRANT BECK, PLANNING AND DEVELOPMENT SERVICES MANAGER
WADE DUFFY, BUILDING OFFICIAL AND FIRE MARSHAL

ACTION: INFORMATION ONLY

Staff presented an update on the Washington State Building Codes.

Every three years, the International Building Code, International Fire Code, International Residential Code and all other codes that are officially adopted by the City of Lacey are updated on a national level by the International Code Council and on a state level by the State Building Code Council. Once the State Building Code Council has completed their review, created any necessary amendments and adopted the International Code series to reflect the State's goals, the local jurisdictions then must adopt the updated codes for local implementation.

As part of this code update staff recommended amending the code language ordinance to automatically update these codes with each code cycle so that it does not require formal City Council action with each code cycle update. Council expressed support in staff's recommendation.



**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL
THURSDAY, JUNE 15, 2023,
IN PERSON AND REMOTE ATTENDANCE**

To hear Council's full discussion of a specific topic, or the complete meeting, watch the video-stream available on YouTube - <https://www.youtube.com/watch?v=zP8xSN6p0NY>

CALL TO ORDER

Deputy Mayor Miller called the meeting to order at 6:00 p.m.

Deputy Mayor Miller requested to amend the agenda to add item *Public Service Recognition of Peri Edmonds, City Clerk* under 3-C.

1. PLEDGE OF ALLEGIANCE

Deputy Mayor Miller led the Pledge of Allegiance.

Council Present:

Deputy Mayor Malcolm Miller
Councilmember Lenny Greenstein
Councilmember Michael Steadman
Councilmember Carolyn Cox (remote)
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Council Excused:

Mayor Andy Ryder

Staff Present:

Rick Walk, Interim City Manager
Robert Almada, Chief of Police
Jen Burbidge, Parks, Culture, & Recreation Director
Scott Egger, Public Works Director
Shannon Kelley-Fong, Assistant City Manager
Dave Schneider, City Attorney
Troy Woo, Finance Director (remote)
Matt Sharp, Assistant City Attorney
Jenny Bauersfeld, Community Relations Specialist
Peri Edmonds, City Clerk

Sadie Siglin, City Manager Management Analyst
Charlene McHendry, Water Resources Specialist
Elissa Fontaine, Deputy City Clerk

2. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent Agenda Items:

- A. Council Worksession minutes of May 25, 2023.
- B. Council meeting minutes of June 1, 2023.
- C. A motion to approve payment of claims, wages and transfers for May 12, 2023, through June 6, 2023.

COUNCILMEMBER VAZQUEZ MOVED TO APPROVE THE AMENDED AGENDA AND CONSENT AGENDA. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

3. PUBLIC RECOGNITIONS AND PRESENTATIONS

- A. Timberline High School Baseball Team Recognition:** Deputy Mayor Miller and the City Council, recognized the Timberline High School Baseball Team for ranking 5th in the State Championship. Doug LaPalm, Timberline High School Head Baseball Coach, provided a few words about the team's accomplishments.
- B. 2022-2023 Lacey Youth Council Recognition:** Sadie Siglin, Management Analyst, presented recognitions for each of the Lacey Youth that served on the Youth Council for 2022-2023.
- C. Recognition of Public Service of Peri Edmonds, City Clerk:** Deputy Mayor Miller and Council, highlighted the public service achievements and celebrated Peri Edmonds in her upcoming retirement.

4. PUBLIC COMMENT

Verbal Public Comments: The deadline to pre-register to speak via Zoom was 4:00 p.m. the day of the meeting.

One (1) person signed up to speak via Zoom.

Stew Souders, Lacey resident, provided concerns surrounding homelessness within the community.

Three (3) people signed up to speak at the meeting:

Irene Davies, Olympia resident and HOA Board Member, provided concerns on trees, sidewalks, and water within the Evergreen Heights Neighborhood.

Wanda Clayton signed in but did not wish to speak.

A. Pullar signed in but was not in attendance to speak.

Written Public Comments: The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

Zero (0) written public comments were received.

5. PUBLIC HEARING

6. PROCLAMATIONS

A. Senior Services for South Sound 50th Anniversary: Deputy Mayor Miller and Council proclaimed June 15, 2023, as Senior Services for South Sound Day. Brian Windrope, Executive Director with Senior Services for South Sound, attended remotely and accepted the proclamation.

B. 2023 State Legislators Appreciation: Deputy Mayor Miller and Council presented the proclamation of appreciation for the State Legislators. Representative Andrew Barkis, Representative Jessica Bateman, Representative Beth Doglio and Representative Travis Couture, accepted the proclamation and thanked Council for the partnership.

7. REFERRAL FROM PLANNING COMMISSION

8. REFERRAL FROM HEARINGS EXAMINER

9. RESOLUTIONS

A. Resolution No. 1132 – Council Policies-Procedures Manual Updates: Peri Edmonds, City Clerk, presented on Resolution No. 1132, amending Chapters 7 and 9 of the Council Policies-Procedures Manual.

COUNCILMEMBER GREENSTEIN MOVED TO ADOPT RESOLUTION NO. 1132 AMENDING CHAPTERS 7 AND 9 OF THE COUNCIL POLICIES-PROCEDURES MANUAL. COUNCILMEMBER VAZQUEZ SECONDED. MOTION CARRIED.

B. Resolution No. 1133 – Unopened Right-of-Way Vacation: Dave Schneider, City Attorney, presented Resolution No. 1133, related to setting the public hearing date to consider a vacation of certain right-of-way abutting Rainier Road.

COUNCILMEMBER STEADMAN MOVED TO ADOPT RESOLUTION NO. 1133 SETTING THE HEARING DATE OF JULY 20, 2023, TO CONSIDER A VACATION OF CERTAIN RIGHT-OF-WAY ABUTTING

RAINIER ROAD. COUNCILMEMBER KUNKEL SECONDED. MOTION CARRIED.

10. ORDINANCES

- A. Ordinance No. 1639 – Amendments to Lacey Municipal Code as it pertains to Criminal Harassment:** Matt Sharp, Assistant City Attorney, presented Ordinance No. 1639 pertaining to Criminal Harassment.

COUNCILMEMBER GREENSTEIN MOVED TO ADOPT ORDINANCE NO. 1639 AMENDING THE LACEY MUNICIPAL CODE PERTAINING TO CRIMINAL HARASSMENT. COUNCILMEMBER KUNKEL SECONDED. MOTION CARRIED.

11. MAYOR'S REPORT

12. CITY MANAGER'S REPORT

- A. 2023 Consumer Confidence Report:** Charlene McHendry, Water Resources Specialist, presented on the 2023 Consumer Confidence Report and highlighted all the resources available to community members.
- B. Budd Bay/Deschutes Watershed Environmental Steward Coalition Interlocal Agreement:** Peter Brooks, Water Resources Manager, presented the Budd Bay/Deschutes Watershed Environmental Steward Coalition Interlocal Agreement (ILA).

Council asked staff to forward the email invite to the July 12, 2023, ILA Signing Ceremony.

COUNCILMEMBER STEADMAN MOVED TO AUTHORIZE THE INTERIM CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT TO ESTABLISH THE BUDD/DESCHUTES WATERSHED ENVIRONMENTAL STEWARDSHIP COALITION. COUNCILMEMBER VAZQUEZ SECONDED. MOTION CARRIED.

- A. Interlocal Agreement for Maintenance of Deschutes River Ranch Mitigation Property:** Peter Brooks, Water Resources Manager, presented the Interlocal Agreement for maintenance of the Deschutes River Ranch Mitigation property.

COUNCILMEMBER STEADMAN MOVED TO AUTHORIZE THE INTERIM CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT FOR IMPLEMENTING THE DESCHUTES WATER RIGHTS MITIGATION STRATEGY – PHASE VI. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

- B. Award PW 2023-28 2023 Overlay Phase 1:** Scott Egger, Public Works Director, presented the bid results for the Public Works Project No. PW 2023-28 for the 2023 Overlay Phase 1.

COUNCILMEMBER GREENSTEIN MOVED TO AWARD LACEY CONTRACT NUMBER PW 2023-28 TO LOW BIDDER TUCCI & SONS, INC. FROM TACOMA, WASHINGTON IN THE AMOUNT OF \$3,040,226.00. COUNCILMEMBER KUNKEL SECONDED. MOTION CARRIED.

- C. **TCMedia Contract Extension:** Shannon Kelley-Fong, Assistant City Manager, highlighted the need for a contract extension with TCMedia for Public, Educational, and Government Television and Access for the remainder of 2023.

COUNCILMEMBER KUNKEL MOVED TO PROCEED WITH ENTERING AN ADDITIONAL SIX-MONTH CONTRACT EXTENSION WITH TCMEDIA TO PROVIDE PUBLIC, EDUCATIONAL, AND GOVERNMENT TELEVISION AND ACCESS FOR THE REMAINDER OF 2023. COUNCILMEMBER GREENSTEIN SECONDED.

DEPUTY MAYOR MILLER, COUNCILMEMBERS COX, STEADMAN, GREENSTEIN AND VAZQUEZ VOTED IN FAVOR.

COUNCILMEMBER KUNKEL VOTED AGAINST.

MOTION CARRIED.

13. STANDING COMMITTEES

- A. Community Relations and Public Affairs Committee
Councilmember Steadman provided a report on the June 5, 2023, meeting.
- B. Utilities Committee
Councilmember Kunkel provided a report on the June 5, 2023, meeting.
- C. Transportation Committee
Deputy Mayor Miller provided a report on the June 6, 2023, meeting.

14. OTHER BUSINESS

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS

- A. Mayor Ryder
1. Mayor's Forum – **excused**
 2. Thurston Chamber Shared Legislative Committee - **excused**
 3. Transportation Policy Board – **excused**
- B. Deputy Mayor Miller
1. Economic Development Council (EDC) - **no report**
 2. Lodging Tax Advisory Committee (LTAC) – **no report**
 3. Thurston County Coalition Against Trafficking (TCCAT) – **no report**
 4. Thurston Thrives - **no report**
 5. Urban Growth Management Subcommittee – **made report**

C. Councilmember Cox

1. Climate Mitigation Steering Committee - **made report**
2. LOTT Clean Water Alliance - **made report**
3. Regional Housing Council - **made report**

D. Councilmember Greenstein

1. Emergency Medical Services (EMS) - **no report**
2. TCOMM911 - **no report**

Councilmember Greenstein provided an update to Council regarding TCOMM911's outstanding permits for the approved new radio system. Councilmember Greenstein advised that he sent a letter to the County Manager, and three Commissioners on behalf of the Board, asking for assistance in finalizing the permits.

E. Councilmember Steadman

1. Community Action Council – **no report**
2. Nisqually River Council - **no report**
3. Thurston County Law & Justice – **no report**

F. Councilmember Kunkel

1. Joint Animal Services Commission (JASCOM) – **no report**
2. Lacey South Sound Chamber – **no report**
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB) – **no report**
4. Solid Waste Advisory Committee (SWAC) - **made report**

G. Councilmember Vazquez

1. Intercity Transit – **made report**
2. Olympic Region Clean Air Agency – **Councilmember Cox attended as alternate**
3. Thurston Regional Planning Council - **made report**
4. Thurston County Board of Health – **made report**

Councilmember Steadman reminded Council and the Community about the following upcoming events:

- Juneteenth Celebration, held at the Regional Athletic Complex on June 17, 2023.
- Annual Olympic Flight Museum Air Show, held at Olympia Regional Airport on June 17-18, 2023.

16. ADJOURN

Deputy Mayor Miller adjourned the Council Meeting at 8:24 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____



LACEY CITY COUNCIL MEETING July 6, 2023

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director 

ORIGINATED BY: Troy Woo, Finance Department

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 6/6/2023 through 6/19/2023. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	6/9/2023	270254	270351	1,971,708.75
	6/16/2023	270352	270469	250,944.48

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	5/15/2023	63.15
	6/9/2023	135,034.58
	6/14/2023	36,813.61
	6/14/2023	130.43
	6/14/2023	761.11
	6/15/2023	64.35
	6/16/2023	2,025,916.56
	6/21/2023	147.77
	6/22/2023	119,511.15

Significant Disbursements:

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
City Electric Co.	\$ 208,192.57	Citywide Signal ITS
LOTT Wastewater Alliance	\$1,490,404.88	ERU's/ LOTT Reserve Cap Fees
North Thurston Pub. Sch.	\$ 105,357.49	School Impact Fees
Consor North America	\$ 85,365.75	pH Treatment, T.Cargil Reservoir, LS
KMB Architects	\$ 330,447.20	Police Station Design
McClure and Son, Inc.	\$ 644,109.37	Beachcrest Wellfield

Miles Resources, LLC	\$ 283,738.62	Mullen Road Sewer Improvements
Nisqually Indian Tribe	\$ 60,815.65	Jail Services
Pacific Civil & Infrastructure	\$ 434,285.72	Lift Station 19 Replacement

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City,” and Frederick (Rick) Walk, also referred to herein as “City Manager,” jointly referred to as the “Parties.”

WHEREAS, the City desires to appoint a person to serve as its City Manager and Rick Walk has the training and experience necessary to serve in such position.

NOW, therefore, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. Rick Walk agrees and makes the following commitments to the City:
 - a. Upon being duly appointed by the City Council to the position of City Manager, he will exercise his best efforts in fulfilling the position of City Manager for the City.
 - b. He will commence serving in such capacity on July 6, 2023, and will not voluntarily terminate his employment without first providing a minimum of thirty (30) days notice to the City Council.
2. In consideration of the commitments made and the services to be performed by Rick Walk as City Manager for the City of Lacey, the City shall:
 - a. Pay a beginning base salary at non-represented grade 76, step 3 of two-hundred eleven thousand, eight-hundred sixty-four and 80/100 dollars (\$211,864.80) per annum.
 - i. A step increase and/or other compensation will be examined by the Human Resources Department as requested by the Mayor and City Council at 12 months and annually thereafter. Compensation studies will be in accordance and consistence with current City classification and compensation methodology used for non-represented positions.
 - b. Pay an amount equal to the sum contributed monthly by the City Manager into a city offered deferred compensation plan up to a maximum of five percent (5%) of the City Manager’s base salary.
 - c. Provide a six (6) month severance pay for termination without cause.
 - d. Provide five (5) days of personal leave per year, in addition to any accrued vacation time.
 - e. Pay costs for tuition, registration and/or travel for any professional development training.

- f. Provide all City benefits that would be provided to any non-represented employee of the City at the Director Level pursuant to the City's Employment Policies and Procedures.
 - g. Abide by the terms of RCW 35A.13.130 and 35A.13.140 in any decision to terminate the City Manager. If the City provides less than six (6) months notice prior to the effective date of termination, for any reason other than for malfeasance, misfeasance or violation of the oath of office as described in RCW 29A.56.110, the City Manager shall be relieved of all duties and shall be terminated on the date specified in the notice, but the City shall continue to pay the City Manager at the salary level assigned to him from the date of official termination through the date the notice would have been effective if the full six (6) months of notice had been given. The City shall withhold from such payments those amounts required to be withheld pursuant to applicable federal or state laws. In addition, the City shall continue all other payments and benefits called for in this Agreement, to include all medical insurance for the City Manager and any qualifying dependents, for the period during which salary payment continues under this subsection. If the City Manager obtains other employment and receives medical coverage under such employment before the expiration of the aforesaid period, the City Manager shall notify the City when such new medical coverage is effective and after the effective date of such medical coverage, the City shall no longer be obligated to maintain the City Manager, or any of his qualifying dependents, under the City medical coverage.
3. This Employment Agreement shall continue until terminated in the manner specified herein. The City Council and the City Manager shall participate in an evaluation of the City Manager's performance six (6) months after the official date of appointment, twelve (12) months after the official date of appointment and annually thereafter. As part of the first twelve (12) month evaluation and each annual evaluation thereafter, the City Manager compensation package shall be reviewed as noted in Section 2(a)(i) above.

DATED this _____ day of July, 2023.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON SUCCEEDING PAGE]

CITY OF LACEY

By: _____
Mayor

Rick Walk

Approved as to form:

Lacey City Attorney

REGIONAL AGREEMENT OF THE
CASCADE PACIFIC ACTION ALLIANCE REGION PARTICIPATING LOCAL
GOVERNMENTS

This Agreement is made by the Cascade Pacific Action Alliance Region “Participating Local Governments” as defined by the “One Washington Memorandum of Understanding Between Washington Municipalities” (One WA MOU), attached hereto as Exhibit A and fully incorporated herein (collectively “Parties”), for the purpose of establishing an Opioid Abatement Council (OAC) required by the One WA MOU. The Parties to this Agreement mutually agree to the terms contained herein.

RECITALS

- A. Section C.1. of the One WA MOU designated a regional structure for decision-making related to opioid fund allocation based on the nine Washington State Accountable Community of Health Regions. These regions may share names with entities that exist in the same regions and any reference to these pre-defined regions is solely for the purpose of drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

1. King County (Single County Region)
2. Pierce County (Single County Region)
3. Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
4. Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
5. North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
6. Southwest Region (Clark, Klickitat, and Skamania Counties)
7. Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
8. Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
9. North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties are Participating Local Governments which reside in the Cascade Pacific Action Alliance Region pursuant to the One WA MOU, as are the following cities within those counties:

- i. Lacey, Olympia, and Tumwater (Thurston County)
- ii. Longview and Kelso (Cowlitz County)
- iii. Aberdeen (Grays Harbor County)
- iv. Centralia (Lewis County)
- v. Shelton (Mason County)

- B. The above-listed municipalities shall be collectively referred to as “Participating Local Governments.”

C. The Participating Local Governments are forming the Cascade Pacific Action Alliance Region OAC to carry out the duties prescribed in the One WA MOU, which shall be comprised of the following independent subcommittees:

- i. Cowlitz
 - a. Counties
 - (1) Cowlitz
 - (2) Grays Harbor
 - (3) Pacific
 - b. Cities
 - (1) Longview
 - (2) Kelso
- ii. Lewis
 - a. Counties
 - (1) Lewis
 - b. Cities
 - (1) Centralia
- iii. Mason
 - a. Counties
 - (1) Mason
 - b. Cities
 - (1) Shelton
- iv. Thurston
 - a. Counties
 - (1) Thurston
 - b. Cities
 - (1) Olympia
 - (2) Lacey
 - (3) Tumwater
- v. Wahkiakum
 - a. Counties
 - (1) Wahkiakum

D. All of the Participating Local Governments are also participants in the “Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State” dated August 8, 2022 (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein.

E. The Participating Local Governments anticipate receipt of funds resulting from settlements with opioid pharmaceutical supply chain participants. Funds allocated to all

of the Participating Local Governments pursuant to the One WA MOU and Allocation Agreement shall be collectively referred to herein as “Opioid Funds.” This Agreement will also apply to any and all Opioid Funds received pursuant to “Washington State Allocation Agreement Governing the Allocation of Funds Paid By Certain Settling Opioid Manufacturers and Pharmacies” (Allocation Agreement II) as well as any future settlements as defined in the One WA MOU.

- F. The parties seek to designate special subcommittees of the Cascade Pacific Action Alliance Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.
- G. This Agreement is made to carry out the One WA MOU and related settlement documents.
- H. This Agreement does not contemplate a joint budget.
- I. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

AGREEMENT

- 1. The foregoing Recitals A through I are true and correct and are incorporated herein by reference as substantive provisions of this Agreement as if fully set forth herein.
- 2. The Participating Local Governments hereby designate a special subcommittee of the Cascade Pacific Action Alliance Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively “Approved Purposes”).
- 3. The Cascade Pacific Action Alliance Region OAC shall consist of independent subcommittees listed in Recital Paragraph C above, and each independent subcommittee shall have the authority and responsibilities as described herein.
- 4. It is anticipated that the Participating Local Governments enumerated in Paragraph C will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating

Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less. If the Cascade Pacific Action Alliance Region OAC receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement and Allocation Agreement II.

5. If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the county within which it is located. Upon receipt of the Opioid Funds, a city that elects to transfer those funds to its county may do so and the county will have full discretion over the use and distribution of those Opioid Funds, provided the funds are used solely for Approved Purposes.
6. Pursuant to section C.4.b of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the Cascade Pacific Action Alliance Region OAC's responsibilities established by this agreement. The independent subcommittees of the Cascade Pacific Action Alliance Region OAC will provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.
7. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under Chapter 42.56 RCW.
8. Each Cascade Pacific Action Alliance Region OAC subcommittee will be responsible for the following actions with respect to Opioid Funds:
 - a. Monitor distribution of Opioid Funds to programs and services within the Cascade Pacific Action Alliance Region OAC regional service area for Approved Purposes.
 - b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments enumerated in Paragraph C, or delegating that action to another Participating Local Government, which it shall update at least annually. Each Cascade Pacific Action Alliance Region OAC subcommittee shall provide a link to the other subcommittees' dashboards or other repository.

- c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments enumerated in Paragraph C shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with Participating Local Governments enumerated in Paragraph C, unless already stipulated by the One WA MOU.
 - d. Hearing complaints by Participating Local Governments enumerated in Paragraph C regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
11. No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.
12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.

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INTERLOCAL AGREEMENT FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE

This Interlocal Agreement (the “**Agreement**”) is made and entered into pursuant to Chapter 39.34 RCW, the “Interlocal Cooperation Act,” by and between Thurston County, Washington, a political subdivision of the State of Washington; the City of Lacey, a municipal corporation organized under the laws of the State of Washington; the City of Olympia, a municipal corporation organized under the laws of the State of Washington; and the City of Tumwater, a municipal corporation organized under the laws of the State of Washington. The above-mentioned local governments will be collectively referred to herein as the “**Parties.**”

RECITALS

- A. The Parties are all “**Participating Local Governments**” as defined by the “One Washington Memorandum of Understanding Between Washington Municipalities” (“**One WA MOU**”), attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The One WA MOU is one of the primary governing documents concerning how Participating Local Governments are to receive opioid abatement funding (referred to therein as “**Opioid Funds**”) resulting from the settlement of opioid litigation. The One WA MOU provides that Opioid Funds are to be allocated within allocation regions, referred to therein as “**Allocation Regions**”). The Parties are all within the Cascade Pacific Action Alliance Region.
- C. The One WA MOU provides that each Allocation Region must have an Opioid Abatement Council (“**OAC**”), whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4 of the One WA MOU.
- D. The Participating Local Governments in the Cascade Pacific Action Alliance Region established an OAC by executing the “Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the “**Regional Agreement**”), attached herein as **Exhibit B** and incorporated herein by reference.
- E. The Regional Agreement provides that the Cascade Pacific Action Alliance Region’s OAC is comprised of independent subcommittees, with the independent subcommittee of the Parties herein being the “**Thurston County and Cities Independent Subcommittee.**” Section 8 of the Regional Agreement provides that each independent subcommittee is responsible for the specific functional duties of the OAC.
- F. This Agreement constitutes the agreement between the Parties as to how the OAC duties of the Thurston County and Cities Independent Subcommittee are to be performed, consistent with the One WA MOU and Regional Agreement.

AGREEMENT

- 1. **Incorporation of Recitals.** The foregoing Recitals A through F are incorporated herein by reference as substantive provisions of this Agreement.
- 2. **Thurston County and Cities Council.** The Parties agree that the Regional Agreement sets forth specific OAC administrative tasks for each independent subcommittee. The Parties also agree that Section C(4)(h) of the One WA MOU

provides that the OAC “shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region,” and that the “method of selecting members, and the terms for which they will serve” will be determined by the Participating Local Governments. Accordingly, the Parties agree that each Participating Local Government within the Thurston County and Cities Independent Subcommittee will appoint one representative to serve on the “**Thurston County and Cities Council.**” The term for each member of the Thurston County and Cities Council will be three (3) years, and terms may be successive with no term limits.

3. **Administrative Duties.** The administrative duties of the Thurston County and Cities Independent Subcommittee will be performed as follows:
 - a. At least annually, the Thurston County and Cities Council will convene to review and fulfill oversight obligations regarding the distribution of Opioid Funds from Participating Local Governments to programs and services within the territories of the Parties.
 - b. At least annually, the Thurston County and Cities Council will convene to review the Parties’ expenditure reports for compliance with the Approved Purposes listed in the One WA MOU and any opioid settlement.
 - c. The Parties will make all their decisions on Opioid Fund allocation applications, distributions, and expenditures publicly available. Thurston County will compile or link the Parties’ information on a single webpage.
 - d. The Parties will all make expenditure data publicly available, at least on an annual basis. Thurston County will develop and maintain a centralized public dashboard or other repository for the publication of the Parties’ expenditure data on the Thurston County website and update it at least annually.
 - e. Hearing complaints by the Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes, or (2) comply with reporting requirements will be handled as follows:
 - i. Each Party will maintain its own internal complaint process and hear complaints internally, with an opportunity to correct any complaint.
 - ii. If the Party is unable to resolve the complaint through its own internal complaint process, the Thurston County and Cities Council will convene to hear the complaint, and the Party will have an opportunity to present its position on the complaint through written and oral argument. If the Thurston County and Cities Council concludes that the Party did not comply with the Approved Purposes from the One WA MOU or that the Party otherwise misused its allocation of Opioid Funds, the Thurston County and Cities Council may take any remedial action consistent with the terms of the One WA MOU.

4. **Public Records; Records Maintenance and Audits.** Each Party is responsible for its own compliance with the Public Records Act, Chapter 42.56 RCW, in connection with this Agreement. The Parties agree to cooperate with each other to the extent necessary for any Party to comply with the Public Records Act. That said, no Party is required to coordinate its response to a public records request with another Party or forward a public records request to another Party to the extent the Party believes a public records request was misdirected to it.

Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public.

5. **Autonomy of Local Governments.** The Parties herein retain full control, autonomy, and discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used for purposes consistent with this Agreement, the Regional Agreement, and the One Washington MOU. This Agreement does not create a joint budget or establish joint acquisition of property by the Parties.
6. **Administrative Costs.** Pursuant to Section C(4)(b) of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC. Under the Regional Agreement, the independent subcommittees of the Cascade Pacific Action Alliance Region OAC are required to provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

The Parties agree to separately and individually create an annual budget and document their administrative costs related to performing their obligations related to the OAC and this Agreement, and to provide the budget and administrative cost documentation to the Thurston County and Cities Council at least annually. The Parties understand and agree they will be reimbursed for those costs from their proportionate share of Opioid Funds.

7. **Mutual Indemnity.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be

caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

8. **Survival of Indemnity Obligations.** The Parties agree all indemnity obligations shall survive the completion or expiration of this Agreement.
9. **Compliance with Laws.** The Parties and their officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies.
10. **Relationship of the Parties.** The Parties' relationship exists solely for the limited purposes outlined in the Regional Agreement and the One WA MOU for receiving Opioid Funds. This Agreement, and the Parties' activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency, or employment relationship between the Parties.
11. **No Third-Party Rights.** This Agreement is entered into by the Parties solely for their own benefit and it creates or grants no rights of any kind to any other party.
12. **Waiver.** No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by all Parties. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
13. **Amendment.** This Agreement can only be amended in writing, and only upon execution by all Parties.
14. **Entire Agreement.** The Parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.
15. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.
16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining

provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.

17. **Signature Authority.** Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.
19. **Exhibits.** The following exhibits are incorporated into this Agreement by reference.
 - i. **Exhibit A** – One Washington Memorandum of Understanding Between Washington Municipalities” (“**One WA MOU**”)
 - ii. **Exhibit B** – Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the “**Regional Agreement**”)

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LACEY CITY COUNCIL MEETING July 6, 2023

SUBJECT: Regional Agreements related to the Opioid Litigation Settlement

RECOMMENDATION: **Motion:** Authorize the Interim City Manager to execute the Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments.

Motion: Authorize the Interim City Manager to execute the Interlocal Agreement for Opioid Abatement Council Independent Subcommittee

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Dave Schneider, City Attorney *DS*

ORIGINATED BY: City Attorney's Office

ATTACHMENTS:

1. Draft Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments.
2. Draft Interlocal Agreement for Opioid Abatement Council Independent Subcommittee
3. One WA MOU Exhibit A Opioid Treatment Strategies

FISCAL NOTE: None

PRIOR REVIEW: April 28, 2022 Council Worksession and Retreat
September 15, 2022 Council Meeting
March 16, 2023 Council Meeting

BACKGROUND: The opioid crisis has been an ongoing epidemic in our nation for several years. The State of Washington, and the communities and families throughout it, have not avoided the devastation this crisis has caused.

On April 28, 2022 the Lacey City Council authorized the City Manager to sign the "One WA MOU" agreement, which was a requirement for the distributor settlement to become effective.

The One WA MOU is an allocation agreement that provides a framework for how distributor settlement funds would be allocated through the state.

On September 15, 2022 the Lacey City Council authorized the City Manager to enter into a settlement the Washington Attorney General obtained for \$518 million dollars against the three largest opioid distributors – McKesson, AmerisourceBergen, and Cardinal Health. That distributor settlement agreement became effective at the end of last year and the disbursement of payments has begun.

On March 16, 2023 the Lacey City Council authorized the Interim City Manager to execute the Allocation Agreement II and all documents necessary to participate in the settlements with the major pharmacies/dispensers (Walgreens, CVS, Walmart) and manufacturers (Teva and Allergan). The total share of this settlement for Washington State is \$434 million dollars. This total amount would be divided evenly between the state and cities, \$217 million dollars each. This amount would be payable over the next 15 years, with payments projected to begin in late summer or early fall of 2023.

The One WA MOU designated a regional structure for decision-making related to opioid fund allocation based on nine designated Accountable Community of Health Regions in the State of Washington. The allocation of opioid funds will be allocated, distributed and managed within each region as determined by the establishment of a regional agreement. Thurston County is within the Cascade Pacific Action Alliance Region (CPAAR) which includes Cowlitz, Grays Harbor, Lewis, Mason, Pacific and Wahkiakum Counties, including the following cities within those counties:

1. Lacey, Olympia, and Tumwater (Thurston County)
2. Longview and Kelso (Cowlitz County)
3. Aberdeen (Grays Harbor County)
4. Centralia (Lewis County)
5. Shelton (Mason County)

In accordance with ONE WA MOU, the participating local governments within CPAAR have developed a draft regional agreement, attached as Exhibit 1, for decision making related to opioid fund allocation. The key points of the agreement are summarized below:

- Establishes the CPAAR Opioid Abatement Council (CPAAR-OAC) to oversee allocation, distribution, expenditures, and dispute resolution of opioid funds to the participating local governments.
- Establishes independent sub-committees within CPAAR based on the county level. Lacey, Olympia, Tumwater and Thurston County comprise the Thurston County sub-committee.
- Each participating local government will directly receive opioid fund and maintain full discretion over the use and distribution of their allocation of opioid funds, provide funds are used solely for approved purposes enumerated in Exhibit A of One WA MOU (exhibit 3).
- Administration fees shall be actual costs not to exceed 10% of allocation.

- If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the County the city is located in.
- Establishes auditing and reporting requirements.
- Specifies each sub-committee of the CPAAR-OAC is responsible for monitoring the distribution of opioid funds, developing a centralized dashboard for publication of expenditure data and resolving disputes.

As a result of the execution of the regional agreement, an interlocal agreement between the Cities of Lacey, Olympia, Tumwater and Thurston County will need to be executed to create the Thurston County and Cities Independent Subcommittee. The draft Interlocal Agreement for Opioid Abatement Council Independent Sub-Committee for the Thurston County and Cities is attached as Exhibit 2. The key points of this agreement are summarized as follows:

- Establishes the Thurston County and Cities Council, to consist of one representative appointed by each jurisdictions' governing body to serve a three-year term that may be successive without term limits.
- The Thurston County and Cities Council will meet at least annually to review and fulfill oversight obligations regarding distribution of opioid funds, review annual reports for compliance, establish a central webpage for publication of application, distribution and expenditure information for each member and resolve disputes.
- Establishes each party is responsible for public records, records maintenance and audits.
- Establish each party retains full control, autonomy and discretion over the use and distribution of their allocation of opioid funds, provided the funds are used for purposes consistent with One WA MOU.

In Accordance with the One WA MOU, participating local governments are required to enter into regional agreements creating a regional structure to specify how opioid funds will be allocated, distributed and managed within each region. To implement this requirement, staff recommends two actions in the following order:

1. Authorize the execution of the Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (exhibit 1).
2. Authorize the execution of the Interlocal Agreement for Opioid Abatement Council Independent Subcommittee (exhibit 2)

ADVANTAGES:

1. Participation will render the City of Lacey eligible to receive a portion of funds to be spent on opioid remediation efforts.

DISADVANTAGES:

1. None identified.

EXHIBIT A

ONE Washington MOU

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.



LACEY CITY COUNCIL MEETING July 6, 2023

SUBJECT: Lift Station 34 & 37 Rehabilitation Project

RECOMMENDATION: Motion: To award Lacey Contract number PW 2023-05 to low bidder Rognlin's, Inc from Aberdeen, WA in the amount of \$1,070,910.00.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Scott Egger, Public Works Director *SE*
Scott Devlin, Operations Manager *SD*
Roger Dickinson, Wastewater Supervisor
Lisa Hull, Project Admin *LH*
Brandon McAllister, Utility Engineer *BM*

ORIGINATED BY: Public Works Department

ATTACHMENTS: NONE

FISCAL NOTE: NONE

WORK PLAN GOAL AND STRATEGY: Quality Transportation & Infrastructure - (H)

WASTEWATER PLAN: Infrastructure Rehabilitation

PRIOR REVIEW: Council approved the Wastewater Capital Funds as part of the 2023 Budget. Both Lift Station 34 Rehab and Lift Station 37 Rehab are listed as projects in the 2023 Wastewater Capital Fund programs, goals, and priorities. Funding for the project is provided through the fund source WW2234 and WW2237; 411-3518-535.90.

BACKGROUND:

Lift Station 34 was originally constructed in 2003 to serve the Nisqually Bluff subdivision. After 20 years of service the originally installed pumps are at the end of their useful lifespan. Recent growth in the area has added another pump station to the shared force main, changing its duty point and causing it to run inefficiently. Since the remainder of the facility is in good condition this project's scope is limited to replacement of the pumping system with a high-efficiency pump more suited to the current conditions. While the station is off-line, coating of the wet-well and minor electrical work will be performed to prolong the useful life of the lift station.

Lift Station 37 was constructed in 2004 to serve the Horizon Pointe subdivision. These pumps are also nearing the end of their expected life span, these pumps are also no longer supported by local vendors or repair shops. Lift Station 37 is also in generally good condition and its scope of work is similarly limited to pump replacement, wet well coating, and minor electrical modifications.

Due to the commonality of work at both sites, both projects were merged into a single construction contract to reduce design and administrative costs.

The project was advertised for approximately 3 weeks and bids were opened June 8, 2023. Four (4) bids were received. The four bids ranged from a low of \$1,070,910.00 to a high of \$1,633,740.00. Rognlin's, Inc from Aberdeen, WA is the low bidder at \$1,070,910.00. The Engineer's Estimate is \$1,132,996.50. A Bid Summary Sheet is below.

Rognlin's is qualified and capable of performing the work. Start date is anticipated to be around the end of August and there are 250 working days allotted.

ADVANTAGES:

1. This work is expected to extend the useful life of these facilities by an additional 20 years.
2. Installing modern pumping equipment at these facilities will increase efficiency
3. Rognlin's has experience with wastewater pump station projects of similar size.

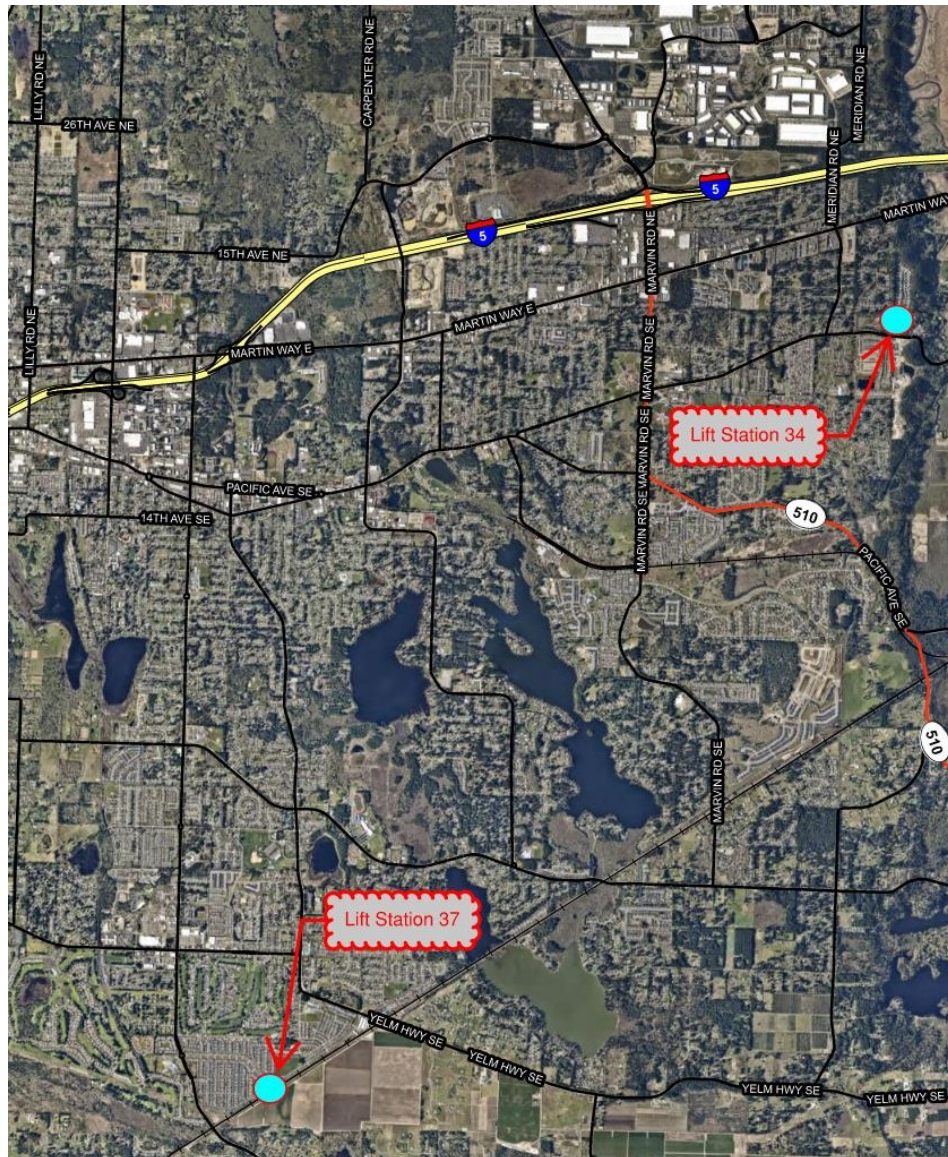
DISADVANTAGES:

1. None.

BID SUMMARY TABLE

City of Lacey LIFT STATION 34 & 37 REHABILITATION PW 2023-05		
Contractor	Bid Amount	Pos
Rognlin's, Inc	\$1,070,910.00	1
Northwest Cascade, Inc	\$1,206,361.50	2
Midway Underground, LLC	\$1,526,101.50	3
Nova Contracting, Inc	\$1,633,740.00	4
Engineer's Estimate: \$1,132,996.50		

PROJECT LOCATION MAP





LACEY CITY COUNCIL MEETING July 6, 2023

SUBJECT: Contract with Thurston County for Monitoring Hicks Lake

RECOMMENDATION: Motion: Authorize the City Manager to sign a contract with Thurston County to perform water quality monitoring of Hicks Lake.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Scott Egger, Director of Public Works
Peter Brooks, Water Resources Manager *PCB*
Erik Iverson, Water Quality Analyst *EI*

ORIGINATED BY: Water Resources Division

ATTACHMENTS: 1. Contract to Perform Governmental Activities Between Thurston County and City of Lacey.

FISCAL NOTE: \$30,899 account 403-4201-538.49-43 for Regional Monitoring.
This total covers the five-year duration of the contract.

COMMUNICATIONS PLAN: Continuously evaluate and enhance external communications to provide transparent, timely, and accessible information to community stakeholders. The water quality report generated from the seasonal sampling is posted to our website where it allows the public and lake residents to understand the state of Hicks Lake

HOUSING ACTION PLAN: Protecting the environmental resources in our community not only promotes a high quality of life but also encourages private investment in the community. Understanding the water quality of Hicks Lake is one element of the urban environment that can be used in the decision-making process.

PRIOR REVIEW: Regional Monitoring is a line item in the approved 2023 budget.
Previous contract approved 8/17/2021

BACKGROUND: Maintaining a long-term water quality monitoring program at Hicks Lake allows for tracking current water quality as well as water quality changes over time. This is a public service that benefits Lacey lakeshore residents as well as recreational users who have questions about lake water quality.

Lacey has been contracting with Thurston County for Hicks Lake monitoring since 2010. The county started sampling Hicks Lake in 1994 and originally funded it through their ambient monitoring program, but with budget constraints the county cut back on the number of ambient monitoring sites, including Hicks Lake. To preserve the continuity of data collection at Hicks Lake, Lacey started funding this work. The contract includes collection and analysis of water samples, and preparation of an annual report of results.

The previous contracts were for two-year monitoring periods and the term allowed time in the subsequent year for preparation of the annual report. The latest contract expired on March 31, 2023.

AMENDMENTS:

Per previous requests by management, the duration of this proposed contract extends the period from a two-year monitoring period to a five-year monitoring period covering activities from 2023 through 2028, this change can be found in section III.

An additional change since the last contract includes clarity for billing purposes stating the final annual invoice is to be received no later than December 31 each calendar year; this change can be found in section IV. This will assure funds will be assessed to the proper budget year.

ADVANTAGES:

1. Data collected for this program supplements data and information collected by the Hicks Lake Management District, and is cited as a source of information in the Hicks Lake Management Plan.

DISADVANTAGES:

1. None

CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES

**Between
THURSTON COUNTY
And
CITY OF LACEY**

THIS CONTRACT is entered into in duplicate originals between THURSTON COUNTY, hereinafter “COUNTY,” and CITY OF LACEY, hereinafter “CITY”.

WHEREAS it is to the mutual advantage of the COUNTY and the CITY to cooperate in collection of water quality data on Hicks Lake, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, it is mutually agreed by the parties as follows:

I. PURPOSE

The purpose of this Contract is to collect water quality data in Hicks Lake and report to the CITY to aid the CITY in making appropriate management decisions about the lake and programs that may have an influence on the lake.

II. SERVICES

The services to be performed under this Contract by the COUNTY are shown in Exhibit A attached and incorporated by reference herein. The CITY expressly authorizes the COUNTY to perform monthly collection of water quality samples and associated services beginning May 1, 2023, and to submit an invoice to the CITY for those services after the effective date of the Contract.

III. DURATION

The effective date of this Contract shall commence after the approval by the governing body of each party and following the filing of this Contract as required by RCW 39.34.040 by either filing with the Thurston County Auditor’s office or listed by subject on either party’s website or other electronically retrievable public source. This contract shall terminate on April 30th, 2027.

IV. PAYMENT

Maximum payment for the period covered by this Agreement shall not exceed **\$30,899** as detailed in the estimated project costs shown in Exhibit A, attached, and incorporated by reference herein. The CITY agrees to reimburse the COUNTY for all actual direct and related indirect costs related to the services provided herein. The CITY shall pay the COUNTY for performance of this Contract within thirty (30) days of receipt of an invoice from the COUNTY. The COUNTY shall not bill more frequently than monthly, and no fewer than *twice* per calendar year. The COUNTY shall submit its final invoice for each calendar year after a summary of the data is prepared and submitted to City Water Resources staff no later than **December 31st**.

V. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

COUNTY's representative shall be:

Stuart Whitford, Environmental Health Program Manager
Thurston County Environmental Health Division
3000 Pacific Avenue SE, Olympia, WA 98501
Phone: (360) 463-8323
E-mail: stuart.whitford@co.thurston.wa.us

CITY's representative shall be:

Peter Brooks
420 College St. SE
Lacey, WA 98503
Phone: (360) 438-2675
Email: PBrooks@ci.lacey.wa.us

Wherever written notice is required under this Contract, such notice shall be provided to the representatives designated above.

VI. RELATIONSHIP OF THE PARTIES

The employees or agents of each party who are engaged in the performance of this Contract 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 Contract is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Contract. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

VII. INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to indemnify and hold harmless the other party, its elected and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorney's fees

and costs, arising from the action and/or inactions of either party, its elected and appointed officers, employees, and agents in conjunction with this Contract. In the event of concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected and appointed officers, employees, and agents. It is further provided that no liability shall attach to the County by reason of entering this Contract except as expressly provided herein.

VIII. TERMINATION

Either party may terminate this Contract upon thirty (30) days prior written notice to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination. The indemnification and hold harmless provisions of this Contract shall survive the expiration or termination of the Contract and completion of the services.

IX. CHANGES, MODIFICATIONS, AND AMENDMENTS

Any modification of this Agreement shall be in writing and shall be signed by both parties. The Representatives designated in Section V are authorized to approve written modifications to the Scope of Work (Exhibit A) that do not involve any change to the compensation set forth in Section IV of this Agreement. Any other modification of this Agreement must be approved by the governing bodies of both parties.

X. GOVERNANCE

This Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Contract shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

XI. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract 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 Contract, and to this end the provisions of this Contract are declared to be severable.

XII. WAIVER

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

XIII. ENTIRE CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this ____ day of _____, 20__.

City of Lacey

Board of County Commissioners
Thurston County

Rick Walk
Interim City Manager

Chair

Vice-Chair

Approved as to Form:

City Attorney

Commissioner

ATTEST:

Clerk of the Board

Approved as to Form:
Jon Tunheim
Prosecuting Attorney

Deputy Prosecuting Attorney

EXHIBIT A
CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES BETWEEN
THURSTON COUNTY AND CITY OF LACEY

SCOPE OF WORK
HICKS LAKE WATER QUALITY MONITORING
May 1, 2023 – April 30th, 2027

The purpose of this contract is to conduct water quality monitoring on Hicks Lake. The sampling will be consistent with previous Hicks Lake data collection and with the current ambient lake sampling being conducted on other lakes in Thurston County.

The lake will be sampled monthly May through October at one location in the deepest area of the lake.

Field parameters (temperature, dissolved oxygen, pH, and specific conductance) will be measured at one-meter increments from the surface to the bottom.

Total phosphorus and total nitrogen samples will be collected at two depths, near surface and near bottom. Soluble reactive phosphorus will be collected as a composite sample from the epilimnion.

Water clarity will be measured using a standard size Secchi disk.

Chlorophyll-a and algae identification samples will be collected from the upper zone of the lake (epilimnion or photic zone).

Data will be maintained in a database and Excel® spreadsheets. A summary of the data will be prepared and submitted to City of Lacey Water Resources staff by **December 31** each the year following monitoring.

	2023	2024	2025	2026	2027	Total
Staff Costs (includes OH) – 40 hours/year Field time – 18 hours Data management – 6 hours Report Preparation – 12 hours Project Admin – 4 hours	\$3,380	\$3,549	\$3,655	\$3,765	\$3,878	\$18,227
Laboratory Costs	\$1,000	\$1,050	\$1,082	\$1,114	\$1,147	\$5,393
Algae Identification	\$1,000	\$1,050	\$1,082	\$1,114	\$1,147	\$5,393
Sample Shipping	\$100	\$105	\$108	\$111	\$115	\$539
Supplies	\$100	\$105	\$108	\$111	\$115	\$539
Equipment ER&R	\$150	\$157	\$162	\$167	\$172	\$808
Totals:	\$5,730	\$6,016	\$6,197	\$6,382	\$6,574	\$30,899