



**UTILITIES COMMITTEE**  
**NOVEMBER 13, 2015**  
**4:00 P.M.**  
**COUNCIL CHAMBERS**

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1. **2016 – 2020 SOUTH SOUND GREEN INTERLOCAL AGREEMENT**  
*KIM BENEDICT, WATER RESOURCES SPECIALIST*  
(STAFF REPORT ATTACHED)
2. **HICKS LAKE MONITORING AGREEMENT**  
*JULIE RECTOR, WATER QUALITY ANALYST*  
(STAFF REPORT ATTACHED)



## LACEY UTILITIES COMMITTEE MEETING NOVEMBER 13, 2015

**SUBJECT:** Intergovernmental Services Contract for the South Sound GREEN Program

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**RECOMMENDATION:** Renew the intergovernmental services contract (ISC) for South Sound GREEN (SSG) between the City of Lacey and the Thurston Conservation District (TCD) for an additional five years (2011-2015), and forward recommendation to the full City Council.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Scott Egger, Public Works Director *SE*  
Peter Brooks, Water Resources Manager *PB*  
Kim Benedict, Water Resources Specialist *KB*

**ORIGINATED BY:** City Manager and Public Works Department

**ATTACHMENTS:**

1. [South Sound Green Program Accomplishments Summary \(2011-2015\)](#)
2. [COPY of the South Sound Green Intergovernmental Services Contract](#)

**BUDGET IMPACT/  
SOURCE OF FUNDS:** Support for the South Sound Green Program would be \$14,400 each year for the next 5 years. The required funding is currently budgeted within the Stormwater and Water Utility Funds.

**PRIOR COUNCIL/  
COMMISSION/  
COMMITTEE REVIEW:**

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### BACKGROUND:

The City of Lacey Water Resources along with the stormwater utilities of Olympia, Tumwater, and Thurston County have supported South Sound GREEN since its inception in 1992. This program involves students in grades 4-12 in studying local watershed issues, monitoring water quality data in the field and participating in stewardship projects. Each year, SSG involves over 600 area students in watershed-based studies, including an annual Student Congress held at the Evergreen State College in late March where over 350 students attend. Required NPDES education and outreach activities and lessons including relevant water resources topics are brought into at least 30 classrooms each year through the South sound GREEN program.

While a program of TCD, SSG relies on grants, both public and private and line item appropriations are need to fund its many and varied activities. For the soon to be expired five-year Intergovernmental Services Contract, Lacey Water Resources provided \$12,000 per annum. For the next Intergovernmental Services Contract, the Utility has budgeted \$14,400 per annum. Olympia and Thurston County are also increasing the amount of their utility support.

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**ADVANTAGES:**

1. In addition to providing meaningful learning activities for school-aged children in Lacey, the SSG Program also aligns with the required NPDES education and outreach activities.

**DISADVANTAGES:**

1. None

# South Sound Global Rivers Environmental Education Network (GREEN)

## Program Accomplishments 2011-2015

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Global Rivers Environmental Education Network

***Mission: Connecting communities and schools for watershed protection***

***Vision: A community with the knowledge, skills and motivation to act as stewards of our local watersheds***

## Program Overview

Since 1992, South Sound Global Rivers Environmental Education Network (GREEN) has engaged more than **20,000** students in Thurston County through field and classroom studies focused on stormwater and non-point source pollution. Through South Sound GREEN, teachers receive professional development on current issues related to clean water as well as technical and financial support to engage their classes in projects benefitting both habitat and the communities in which they live. Classes participating in the program collect water quality data from their adopted monitoring site (a creek, stream or lake near their school campus). By testing for dissolved oxygen, pH, nitrates, temperature, turbidity and fecal coliform bacteria, students learn about stormwater pollution and how it affects water bodies in their own backyards. The data they collect invites inquiry and fosters critical thinking skills as they determine the health of their watershed and what students can do to improve these conditions.

South Sound GREEN has persevered for almost 25 years due in large part to the extremely effective and efficient program model. A single Program Coordinator, with the help of an AmeriCorps volunteer, coordinates all aspects of the program from delivering classroom lessons to designing teacher professional development opportunities to raising and managing additional funds through grants and other donations to leverage the dedicated funding sources. We ensure classroom lessons and curriculum materials support the current state Common Core standards and are aligned with the Next Generation Science Standards to be enacted in 2017. Through the years the program has maintained a focus on water quality and educating teachers and students about stormwater pollution, but the program structure allows for a great deal of flexibility allowing the program to focus on different topics each school year. This flexibility keeps teachers interested in the program over a long period of time. Though each year sees new teachers and classes engaging in the program for the first time, many teachers come back to the program year after year, even spanning decades!

South Sound GREEN is a place-based learning program. By “immersing students in local heritage, cultures, landscapes, opportunities and experiences; using these as a foundation for the study of language arts, mathematics, social studies, science and other subjects across the curriculum; and emphasizing learning through participation in service projects for the local school and/or community” (<http://www.promiseofplace.org/>) the South Sound GREEN program empowers students to take ownership of their watershed and to take action in the community they call home.

## 2011-2015 Dashboard: City of Lacey



Komachin Middle School Day of Caring

**Participating Schools:**  
**Timberline High School**  
**North Thurston High School**  
**Chinook Middle School**  
**Komachin Middle School**  
**Aspire Middle School**  
**Chambers Prairie Elementary School**  
**Woodland Elementary School**  
**Mountain View Elementary School**

Between 2011 and 2015, **3,125 City of Lacey** students have participated in water quality experiences through South Sound GREEN. One goal of the South Sound GREEN program is to make contact with these students on multiple occasions, delivering different but connected messages related to watersheds, water quality testing, and actions students can take to improve water quality. The combination of repeat contact coupled with hands-on scientific studies creates a deep and long-lasting impact.

During this contract period, **21 City of Lacey** teachers received professional development, technical assistance in the classroom and in the field, the needed equipment and supplies, and transportation to and from their field sites that would otherwise not be available to them. The majority of those teachers participate in the program every year, and many have been utilizing the South Sound GREEN program in their life science and earth science lessons for decades.

In keeping with South Sound GREEN's mission of connecting communities and schools for watershed protection, more than **600 community volunteers from the City of Lacey** have

contributed more than **2,000** volunteer hours in assisting with water quality sampling, field excursions and classroom activities.

### Student GREEN Congress

*“Congress is an amazing opportunity for students to take ownership of their schoolwork, and see what an impact they can have” – GREEN Congress volunteer*

The Student GREEN Congress, hosted by The Evergreen State College, gives student delegates the opportunity to present their water quality sampling data and compare it with student data from other schools sampling within the same watershed. From these comparisons, students collaborate to identify “priority actions” they can apply to improve water quality conditions in their watershed. These recommendations are taken back to their classrooms, and action projects are designed and implemented (see Action Projects). Later in the day, students attend hands-on workshops where they gain stewardship skills and deepen their understanding and passion for the natural world. Over the past five years, more than **1,000 South Sound GREEN student delegates** presented the results of their water quality sampling data at Student GREEN Congress.



Fish Dissection at Congress

More than 50 natural resource professionals lend their expertise to Congress by facilitating a State of the Rivers session or by offering a hands-on workshop during the afternoon break-out classes. These partnerships vary from year to year, and make the Congress experience not only fun and educational, but also begins to introduce

many Science Technology Engineering and Math (STEM) careers to the students and offers them a chance to speak one on one with these natural resource professionals.

*“Congress is a truly formative experience for students! It creates opportunities for students to build a big picture understanding of water quality in their watershed and spearhead initiatives to actually make a difference in our communities. Most importantly, students have the chance to present data at a “conference”. I was a senior in college before I had this opportunity! It is such an enormous opportunity to get this experience at an earlier age! It will make a large impact on many of their individual academic and professional careers.” – State of the Rivers facilitator at the Student GREEN Congress*

## Action Projects

*"My favorite thing that I learned was how humans can help improve the habitat of these creatures, plants and animals."* – Komachin Middle School student

Involving students in restoration projects has been shown create "learning landscapes to enhance biodiversity and engage learners in significant ways where they live" (McCann). As students begin to look at the health of the watershed as a whole they identify actions they can take to improve their watershed. These student-initiated ideas lead to collaboratively organized action or "service-learning projects". These projects vary greatly in scope and size, but all strive to improve the conditions in the watershed through public education or hands-on activities. Since 2011 more than 1400 South Sound GREEN students have participated in a service learning project. Highlights include:

- Presenting their water quality results to the Toxics department at the Washington State Department of Ecology
- Planting 800 native species along the riparian corridor of Green Cove Creek, Woodland Creek, Woodard Creek, Percival Creek, Spurgeon Creek, Little Chambers Lake and Lake Lois
- Removing 42.8 cubic yards of invasive English ivy from Tolmie State Park and cutting back Himalayan Blackberry along Henderson Inlet and Green Cove wetlands
- Planting +250 plants in a 23,000 square foot rain garden in the Nisqually Heights neighborhood to better treat polluted road runoff
- Delivering a speech at the Capitol Rotunda on carbon emissions
- Sending a class letter to state representatives such as Governor Jay Inslee



Planting Day at Woodland Creek Community Park

## Nearshore Program

*"... I thought it was pretty cool learning about the marine ecosystem and touching and feeling the baby shore crab and getting to hold it because I was always scared to hold a crab. It was cool to learn new things."* – 8<sup>th</sup> grade student

Students in the South Sound GREEN program become water quality scientists who are well-informed about their nearby monitoring site (creek, river or lake) and the watershed it is in. As a way for them to take this information and connect their freshwater monitoring site



with the waters of Puget Sound, South Sound GREEN developed a Nearshore program. As part of this program, students visit a local beach at low tide to learn about intertidal organisms, and then they visit a local marina where they learn about subtidal organisms and sample the water for clarity and plankton. Through these field trips, South Sound GREEN partners with educators from **Taylor Shellfish, Pacific Shellfish Institute, US Fish and Wildlife, South Sound Estuary Association, the South Puget Sound Salmon Enhancement Group, Puget Sound Restoration Fund, local divers and community members, and the local jurisdictions.** Between 2011 and 2015, **3,473 students** visited the shorelines of Puget Sound as part of the Nearshore program.



Students from Komachin Middle School learn about Puget Sound

### Summer Teachers' Institute

*"My connections have increased by talking with more teachers having the same experience. It gives me more purpose and a sense of belonging to a group. It is so nice/amazing/wonderful to work with such organized professionals."*- 5<sup>th</sup> grade teacher on Summer Teachers' Institute



Each year South Sound GREEN, in partnership with the **Nisqually River Education Project** and the **Chehalis Basin Education Consortium**, host a Summer Teachers Institute. This unique three-day professional development training provides teachers with an opportunity to receive training on current issues in the watershed and provides teachers with the best available science, teaching tools and curriculum ideas to educate their classes on these issues. This training also helps to solidify

the local community of teachers committed to integrating watershed studies in their classes. Since 2011, **158 teachers** have received training through Summer Teachers' Institute. The themes for the past five years were:

- 2011: Earth Partnership for Schools showed teachers how they can build and utilize their own school yard gardens for scientific exploration, local food, habitat and more.
- 2012: Coming Home: Salmon, Sense of Place and Time highlighted our native Pacific salmon runs and their importance to local tribal cultures, the economy, recreation and natural resource policies

- 2013: Climate Change in the Pacific Northwest provided teachers with the most current science related to climate change and ocean acidification, and how the effects are already being felt in the Pacific Northwest
- 2014: Taking Action and Becoming EcoLiterate followed the five principles of EcoLiteracy in developing service learning action projects (Developing Empathy for All Forms of Life, Embracing Sustainability as a Community Practice, Making the Invisible Visible, Anticipating Unintended Consequences, and Understanding How Nature Sustains Life.) This training stressed the importance of building community within the classroom, making collaborative decisions for action, and provided easy steps to planning and implementing these projects.
- 2015: Biomimicry and Climate Change provided resources on how teachers can integrate engineering practices into their life science lessons and encourage students to create solutions to local water quality problems.

### Program Evaluation

To ensure the effectiveness of the program, students are given pre and post-surveys at the beginning and close of their involvement in South Sound GREEN. The 2014 Nearshore program evaluation showed that **95% of students evaluated showed an increase in their understanding of marine biology, water quality and microbiology. 100% of students surveyed after the 2014 Student GREEN Congress reported an increase in learning.** In their own words the program taught them, *“how connected all the streams really are, because I didn’t think that they impacted each other as much as they really do”,* and *“how healthy my watershed was and how great the dissolved oxygen was compared to the others.”*

Overall, South Sound GREEN strives to achieve an increased learning of **at least 85%** among all program areas. South Sound GREEN values all student responses to the program and often [receives](#) valuable written responses (including creative writing and poetry) and artistic interpretations that offer a more qualitative evaluation of the program.

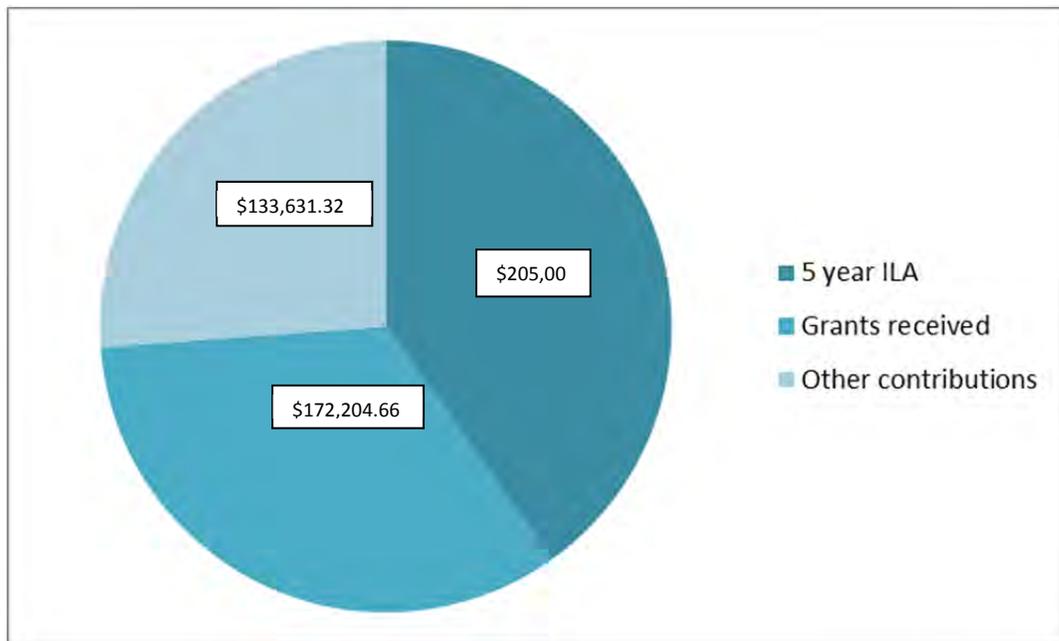


## Financial Report (2011-2015)

As per the 2011-2015 Intergovernmental Services Contract for South Sound GREEN the Cities of Lacey, Olympia, Tumwater and Thurston County and the Thurston Conservation District have provided South Sound GREEN with \$41,000 annually at the following funding levels:

City of Lacey: \$12,000  
City of Olympia: \$12,000  
City of Tumwater: \$5000  
Thurston County: \$12,000

Over the entire contract period, the jurisdictions will have contributed a total of \$205,000. This dedicated funding has been instrumental in keeping South Sound GREEN financially diverse and sustainable. Throughout this contract period, South Sound GREEN **has more than doubled the ILA contributions by securing a total of \$172,205 in grants for the program and an additional \$133,631 via other sources** (i.e. Thurston Conservation District, the Washington Conservation Commission and other community organizations.)



Through this contract period (2011-2015), South Sound GREEN has experienced operational cost increases across many categories, but mainly in water quality testing equipment, substitute teacher salaries (especially necessary for middle and high school classes who need a sub to cover their classes when they are in the field), AmeriCorps member placement fees and transportation expenses to transport students to and from their monitoring sites. The table below shows some of these increases, totaling **\$3528.76 per year**.

| Increase in Operation Costs (2010-2014)   |           |           |                               |                 |
|---|-----------|-----------|-------------------------------|-----------------|
| Item                                      | 2010 Cost | 2014 Cost | Impacts                       | Annual increase |
| 15 Full Day Subs (NTPS)                   | \$127.68  | \$158     | 15 subs @ \$30 = 450          | \$450           |
| 5 Nitrate Kit (LaMotte 3354)              | \$260     | \$289.75  | 5 kits @ \$5.95 = \$29.75     | \$29.75         |
| 5 Wide Range pH refill (Hach)             | \$298.95  | \$359     | 5 bottles @ \$12.10 = \$60.05 | \$60.05         |
| 10 packs Fecal coliform broth (Millipore) | \$670     | \$720     | 10 packs @ \$5.00 = \$50.00   | \$50            |
| 10 samples to Thurston Co. lab            | \$200     | \$260     | 10 samples @ \$6 = \$60       | \$60            |
| AmeriCorps position                       | \$5500    | \$6,200   | increase of \$700             | \$700           |
| Coordinator Benefits                      | \$7092.96 | \$9271.92 | increase of \$2178.96         | \$2178.96       |
|   |           |           |                               | \$3528.76       |

### Vision for the Future (2016-2020)

The South Sound GREEN model has been in high demand among area teachers and that demand will increase in the coming years. Not only are educators searching for ways to teach their students about water quality, but also to instill a sense of community service through on the ground projects. The “need to continue to educate individuals and communities about ways that they can become part of the solution” is one of five strategies for Puget Sound recovery as listed in the Puget Sound Partnership’s Action Agenda ([Puget Sound Partnership](#)). Over the past five years, South Sound GREEN has educated thousands of students about the effects of stormwater pollution and what they can do to make a difference through hands-on science that aligns with state learning standards. Looking to the future we aim to increase the numbers of teacher, student and community volunteers participating in the following ways:

1. Alignment with the Western Washington Phase II Municipal Stormwater Permit

South Sound GREEN will work directly with City and County staff to identify alignment between the South Sound GREEN program and program development in areas that are priorities for the jurisdictions as well as to meet requirements under the Municipal Stormwater Permit as written below:

### *55C.1 Public Education and Outreach*

*The SWMP shall include an education and outreach program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourage the public to participate in stewardship activities. The education program may be developed and implemented locally or regionally.*

*The minimum performance measures are:*

- a. Each permittee shall provide an education and outreach program for the area served by the MS4. The program shall be designed to educate target audiences about the stormwater problem and provide specific actions they can follow to minimize the problem.*
  - i. To build general awareness, Permittees shall select from the following target audiences and subject areas:*
    - a. General public (including school-aged children), and businesses (including home-based and mobile businesses)*
      - *General impacts of stormwater on surface waters*
      - *Impacts from impervious surfaces*
      - *Impacts of illicit discharges and how to report them*
      - *Low impact development (LID) principles and LID BMPs*
      - *Opportunities to become involved in stewardship activities*

### 2. Program Evaluation

South Sound GREEN will continue to evaluate the effectiveness of the program through student pre and post surveys, and through soliciting feedback from teachers, volunteers and program partners. Specifically, we will evaluate the increased learning achieved through participation in the program, especially related to water quality and the health of Puget Sound.

### 3. New and Sustained Partnerships with the Jurisdictions

South Sound GREEN works closely with Stream Team through water quality testing events, Student GREEN Congress, Nearshore field trips and in supporting Stream Team events throughout the year. In 2014 we partnered with the City of Lacey and City of Olympia Parks and Recreation departments to offer service learning opportunities for students in the parks. We will expand this effort to the City of Tumwater and Thurston County parks in the next five years, developing projects and events that are mutually beneficial to the jurisdictions and South Sound GREEN.

#### 4. Increase Participation in the North Thurston, Tumwater and Olympia School Districts

Currently South Sound GREEN works with about 50 teachers. In the next five years, we plan to increase that number to 60 teachers. This will be accomplished through outreach to the school districts as well as utilizing current teacher contacts to reach new teachers in targeted schools/jurisdictions. For example, North Thurston Public Schools has been a longtime supporter of South Sound GREEN, contributing district funds to pay transportation expenses and equipment for North Thurston teachers. They recognize that hands-on field experiences like this are a unique opportunity and want to involve more upper elementary and middle school teachers in the program. To accomplish this goal, North Thurston Public Schools will host a district-wide professional development event this September to encourage more North Thurston teachers to join the South Sound GREEN program.

Another target area is Bush Middle School in the Tumwater School District. Since 2002, Tumwater Middle School has participated in South Sound GREEN, collecting samples from several locations along Percival Creek. With the addition of Bush Middle School, every middle school student in the Tumwater School District will have the opportunity to go through the program. Due to staff changes within the Olympia School District, we project at least 5 new teachers to join South Sound GREEN this coming fall. Finally, outreach to the Rainier School District (primarily Rainier Middle School) would result in 2-5 new teachers from that district.

With this expansion of participating classes, we will also recruit and train adult water quality volunteers through our Water Watchers program, **increasing volunteer involvement by at least 10%.**

South Sound GREEN continues to grow and adapt to changing state educational standards, increased cost of doing business and the increased desire to provide more science-based, hands-on experiences to students in Thurston County. Looking to the next five years, South Sound GREEN is committed to offering high quality experiences for students, teachers and community members. South Sound GREEN will take an effective and efficient program model and build on it to make participation accessible to more students, teachers and community members. Through the South Sound GREEN program, thousands more students and their families will engage in meaningful watershed educational experiences in the coming years.

The financial support provided by the City of Lacey through the ILA over the past five years has provided crucial base funding to deliver this excellent program to Lacey residents. By increasing the City's contribution from \$12,000 to \$14,400 per year, South Sound GREEN will be able to keep up with growing demand and increased costs. We look forward to working with the City of Lacey, City of Tumwater, City of Olympia and Thurston County to continue to bring exceptional opportunities for learning to participants, as well as increase access to this program for more of our students, teachers, and community members

## Bibliography

McCann, E. 2011. Restoration-based education: teach the children well. Pages 315-334 in D. Egan, E. E. Hjerpe, and J. Abrams, editors. Human dimensions of ecological restoration: integrating science, nature, and culture. Island Press, Washington, D.C.

*Place Based Education*. Center for Place Based Learning and Community Engagement.

[www.promiseofplace.org](http://www.promiseofplace.org). June 10, 2015.

[Puget Sound Partnership. Action Agenda. Section 2, page 6.](http://www.psp.wa.gov/downloads/2014_action_agenda/Final%202014%20action%20agenda%20update/Section2_StratInits_20140617.pdf)

[http://www.psp.wa.gov/downloads/2014\\_action\\_agenda/Final%202014%20action%20agenda%20update/Section2\\_StratInits\\_20140617.pdf](http://www.psp.wa.gov/downloads/2014_action_agenda/Final%202014%20action%20agenda%20update/Section2_StratInits_20140617.pdf). June 10, 2015.

**INTERGOVERNMENTAL SERVICES CONTRACT  
FOR SOUTH SOUND GREEN  
BETWEEN  
THE CITIES OF LACEY, OLYMPIA, TUMWATER, AND THURSTON COUNTY  
AND THE THURSTON CONSERVATION DISTRICT**

THIS CONTRACT, pursuant to chapter 39.34 RCW, is made and entered into in five duplicate originals by and between the Cities of Lacey, Olympia, Tumwater, and Thurston County, hereinafter “LOCAL JURISDICTIONS” and THURSTON CONSERVATION DISTRICT, hereinafter “DISTRICT”. Wherein the DISTRICT administers a watershed education program for grades 4-12 known as South Sound GREEN (SSG) the LOCAL JURISDICTIONS enter into this contract.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **PURPOSE OF CONTRACT**

The LOCAL JURISDICTIONS have storm and surface water utilities with a regulatory responsibility to provide education to the general public, including school aged children, on the impacts of stormwater on surface waters and to provide opportunities to become involved in stewardship activities. In addition, the Local Jurisdictions have determined that providing storm water and watershed-education through local partnerships offers a cost effective method to deliver required educational messages. The Local Jurisdictions enter into this contract with the DISTRICT because it has a proven record of administering an effective watershed-education program for grades 4-12 known as South Sound GREEN (SSG).

2. **DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below, and shall terminate on December 31, 2020.

3. **SERVICES PROVIDED BY THE CONTRACTOR**

The DISTRICT represents that it is qualified and possesses the necessary expertise, knowledge, training, skills, and the necessary licenses and/or certifications to perform the services set forth in this Contract. The DISTRICT through the SSG program shall perform the following program activities and services designed to reduce or eliminate behaviors and practices that contribute to adverse stormwater impacts:

- a. Provide overall program coordination including two annual teacher watershed education networking meetings; provide classroom presentations on topics such as watersheds, water quality, and nonpoint pollution prevention; coordination with community water resources-related stewardship projects; coordination with school districts, agencies, and community groups to ensure good communication about SSG’s educational programs, opportunities and activities, and to ensure school as well as community participation in activities listed below in items b. – j.

- b. Provide support and training for two water quality monitoring days (i.e., fall and winter) for approximately 1000 students, teachers, and volunteers. Support includes monitoring equipment, transportation for students, substitute teacher reimbursements, and lab fees.
- c. Organize and carryout a Student GREEN Congress in the spring for approximately 400 students. Activities to include opportunities for water quality data analysis, water resources-related problem solving and stewardship, learning and applying new environmental education skills, and celebrating accomplishments. Support will include associated materials and supplies, facility rental fees, transportation costs, and substitute teacher reimbursements.
- d. Provide an annual Summer Teacher Watershed Training Institute to present new information on watershed, stormwater, and water quality issues; meet with teachers to evaluate watershed, stormwater, and water quality education program results; and to recruit new teachers to SSG via the Summer Teacher Training Institute; including a component specifically targeted at new teachers. Support includes curriculum materials, speaker stipends, refreshments, and teacher stipends.
- e. Provide three Water Quality Monitoring Teacher Training workshops (i.e., September, October, February) to provide: 1) Quality Assurance/Quality Control training; and 2) Updated background information and emerging issues on the Deschutes, Totten, Eld, Henderson Inlet and other local watersheds. Support will include facility rental costs, water quality monitoring equipment, curriculum, and teacher refreshments.
- f. Evaluate the effectiveness of the program through student pre and post surveys that includes information on targeted behavior changes.
- g. Provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the LOCAL JURISDICTIONS.
- h. Perform according to standard industry practice of the work specified by this Contract.
- i. Complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- j. The DISTRICT will submit billing invoices along with companion narrative progress reports to each jurisdiction on a quarterly basis within two weeks of the end of each calendar quarter. Quarterly narrative progress reports shall be provided to each jurisdiction in a format that is determined by and acceptable to the respective jurisdiction. In addition to the narrative, the 4<sup>th</sup> quarter report shall include the cumulative year-end numbers of participants.

4. BASE ANNUAL FUNDING

- a. In consideration for the services described, the LOCAL JURISDICTIONS shall provide funding to the DISTRICT, as shown below. Actual funding levels are determined through the approval and adoption of each of the LOCAL JURISDICTION'S respective annual stormwater program budget. However, each LOCAL JURISDICTION shall make a good faith effort to provide for the base funding annual amount listed below through its annual budget process.

|                   |  |
|-------------------|--|
| City of Lacey:    | \$14,400   |
| City of Olympia:  | \$14,400   |
| City of Tumwater: | \$ 5,000 (year-one, increasing to \$6,000 in years 2 -5) |

Thurston County: \$14,400

- b. LOCAL JURISDICTIONS may provide funding in addition to their respective base amounts as their annual budgets dictate.
- c. In the event a LOCAL JURISDICTION fails to secure the base funding amount listed above, the LOCAL JURISDICTIONS will meet for purposes of agreement on reallocation of funds pursuant to Section 3.
- d. Payment to the DISTRICT by each jurisdiction shall be on a quarterly basis, with 25 percent of each jurisdiction's annual payment being paid each quarter. Payment shall be made to the DISTRICT following receipt by each jurisdiction, of the DISTRICT'S invoice summarizing services rendered to date under this Contract. The DISTRICT will work with each LOCAL JURISDICTION to determine preferred report content and format.

5. REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION

Should a LOCAL JURISDICTION fail to secure the base funding amount specified in Section 4, the LOCAL JURISDICTION shall provide written notice to the other LOCAL JURISDICTIONS and the DISTRICT within thirty (30) calendar days of its budget adoption. The LOCAL JURISDICTIONS and the DISTRICT agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget reduction. The LOCAL JURISDICTIONS may elect to redistribute costs or eliminate DISTRICT services as needed.

6. EFFECTIVE DATE; DURATION OF CONTRACT

The term of this Contract shall commence upon the approval of each jurisdiction's governing body and the DISTRICT, and following posting on the DISTRICT's public website. This Contract will continue in effect until December 31, 2020. By this Contract, the parties ratify performance described in this Contract that was performed between January 1, 2016 and execution of this Contract by all parties.

7. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT agrees to indemnify, defend, and hold harmless LOCAL JURISDICTIONS, their elected officials, employees, and agents from and against any and all liabilities, losses, damages, expenses, actions, and claims, including reasonable attorneys' fees, arising out of or in connection with the DISTRICT'S performance of this Contract except for any damages arising out of bodily injury to persons or damage to property arising from the sole negligence of the LOCAL JURISDICTIONS, their agents or employees.

Nothing herein shall be interpreted to waive any defense arising out of Title 51 RCW.

8. CONTRACT REPRESENTATIVES; NOTICE

Each party to this Contract shall have a representative. The LOCAL JURISDICTIONS' representatives shall serve on the South Sound Green Advisory Committee and, by July of each year, will advise the committee as to the proposed amount each jurisdiction will contribute. Each representative shall serve as the contract administrator for his or her jurisdiction, for purposes of this Contract. Notice required under this Contract shall be sent to the address designated for the parties, below. Notice will be deemed to be received three business days following deposit in the U.S. Mail, postage prepaid.

**THURSTON CONSERVATION DISTRICT**

Stephanie Bishop, South Sound GREEN Coordinator  
Thurston Conservation District  
2918 Ferguson St. SW, Suite A  
Tumwater, WA 98512  
Phone: (360) 754-3588, Ext. 108

**CITY OF LACEY**

Kim Benedict  
Lacey Water Resources  
PO Box 3400  
Lacey, WA 98509-3400  
Phone: (360) 438-2687

**CITY OF OLYMPIA**

Michelle Stevie  
Olympia Water Resources  
PO Box 1967  
Olympia, WA 98507-1967  
Phone: (360) 753-8336

**CITY OF TUMWATER**

Deborah Smith  
Tumwater Water Resources  
555 Israel Rd. SW  
Tumwater, WA 98501  
Phone: (360) 754-4148

**THURSTON COUNTY**

Chris Maun  
Water Resources Division  
2000 Lakeridge Drive, SW – Bldg. 4, Room 100  
Olympia, WA 98502  
Phone: (360)-754-3355 ext.6377

9. TERMINATION AND MODIFICATION

Any party may terminate participation in this Contract by giving 30 days' written notice of intent to terminate to the other parties, provided that LOCAL JURISDICTIONS shall be obligated to pay the quarterly invoice for the quarter in which the LOCAL JURISDICTION terminates. This Contract may only be modified by agreement of all the parties hereto, executed in writing, in the same manner as this Agreement.

10. JURISDICTION AND VENUE

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted only in any of the courts of competent jurisdiction in Thurston County, Washington.

11. SEVERABILITY

- a. If, for any reason, any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

12. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by all parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Agreement.

13. RECORDATION.

Per RCW 39.34.040, this agreement shall be posted as to be electronically available to the public on the DISTRICT's website.

14. PROPERTY.

No real or personal property is to be jointly acquired, held, or disposed under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in quintuple originals to take effect on the date written above.

THURSTON CONSERVATION DISTRICT

\_\_\_\_\_  
Kathleen Whalen  
Executive Director

APPROVED AS TO FORM:

CITY OF LACEY

By: \_\_\_\_\_  
David Schneider  
City Attorney

\_\_\_\_\_  
Scott Spence, City Manager

APPROVED AS TO FORM:

CITY OF OLYMPIA

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Mayor

APPROVED AS TO FORM:

CITY OF TUMWATER

By: \_\_\_\_\_  
Karen Kirkpatrick  
City Attorney

\_\_\_\_\_  
Pete Kmet  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
JON TUNHEIM  
PROSECUTING ATTORNEY

THURSTON COUNTY

By: \_\_\_\_\_  
Scott Cushing  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Cynthia Wilson  
Dept. of Resource Stewardship  
Interim Director



## UTILITIES COMMITTEE

November 13, 2015

**SUBJECT:** Contract Thurston County for Water Quality Monitoring at Hicks Lake

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**RECOMMENDATION:** Authorize sending Contract to City Council for approval

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Scott Egger, Director of Public Works  
Peter Brooks, Water Resources Manager *PB*  
Julie Rector, Water Quality Analyst *JR*

**ORIGINATED BY:** City Manager and Water Resources

**ATTACHMENTS:** 1. [Contract to Perform Governmental Activities between Thurston County and City of Lacey](#)

**BUDGET IMPACT/  
SOURCE OF FUNDS:** \$22,486 / Account 403-4201-538.49-43 for Regional Monitoring

**PRIOR COUNCIL/  
COMMISSION/  
COMMITTEE REVIEW:** Regional Monitoring is a line item in the approved 2015 budget, and is included in the 2016 budget at the same funding level.

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### 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.

When the last contract for this work was authorized by Lacey City Council, Council requested longer terms, such as five years, for future contracts. The duration of the attached contract is five years.

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**ADVANTAGES:**

1. The long-term dataset collected for this program will be very useful for the newly created Hicks Lake Management District as they develop a long-term lake management plan. Funds dedicated for this 2016-2020 program may also provide some matching funds for grants that are being pursued to help this effort.

**DISADVANTAGES:**

1. None anticipated.

## **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 January 1, 2016 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 December 31, 2020.

### **IV. PAYMENT**

Maximum payment for the period covered by this Agreement shall not exceed Twenty Two Thousand Four Hundred Eighty Six Dollars (\$22,486.00) 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.

**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:

Jane Mountjoy Venning,  
Thurston County Environmental Health Division  
2000 Lakeridge Drive SW, Olympia, WA 98502  
Phone: (360) 867-2643  
E-mail: [venninj@co.thurston.wa.us](mailto:venninj@co.thurston.wa.us)

CITY's representative shall be:

Julie Rector  
420 College St. SE  
Lacey, WA 98503  
Phone: (360) 493-2410  
Email: [jrector@ci.lacey.wa.us](mailto:jrector@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 attorneys 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 into 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

\_\_\_\_\_  
Scott Spence  
City Manager

\_\_\_\_\_  
Chair

Approved as to Form:

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Vice-Chair

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David Schneider  
City Attorney

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Commissioner

ATTEST:

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Clerk of the Board

Approved as to Form:  
Jon Tunheim  
Prosecuting Attorney

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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**  
 January 1, 2016 – December 31, 2020

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.

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 an Access® database and Excel® spreadsheets. A summary of the data will be prepared and submitted to City of Lacey Water Resources staff by March 1 each year, with the exception of 2020 when the report will be completed by the end of the contract period.

|                                |               |
|--------------------------------|---------------|
| <b>Staff Costs – 35 hours</b>  |               |
| • Field time – 18 hours        |               |
| • Data management – 6 hours    |               |
| • Report Preparation – 8 hours |               |
| • Project Admin – 3 hours      |               |
| Laboratory Costs               | <b>\$2793</b> |
| Algae Identification           | <b>\$650</b>  |
| Sample Shipping                | <b>\$480</b>  |
| Supplies                       | <b>\$ 60</b>  |
| Equipment ER&R                 | <b>\$150</b>  |
| <b>Total Costs</b>             | <b>\$ 70</b>  |
|                                | <b>\$4203</b> |

Use 5%/yr Cost Escalator for 5-Year Contract:

|                            | Labor Cost | Total/Yr        |
|----------------------------|------------|-----------------|
| 2016                       | \$2,793    | \$4,203         |
| 2017                       | \$2,933    | \$4,343         |
| 2018                       | \$3,080    | \$4,490         |
| 2019                       | \$3,234    | \$4,644         |
| 2020                       | \$3,396    | \$4,806         |
| <b>TOTAL 5-YR CONTRACT</b> |            | <b>\$22,486</b> |