



Commission Meeting
Monday, September 28, 2026
4:00 PM

Bucoda Community Center
South Room
204 South Main Street
Bucoda, WA 98530

The meeting agenda is available on the Port's website as of September 23, 2026.
<https://www.portolympia.com/commission>

AGENDA

- A. Call to Order
- B. Pledge
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment
NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2026-02 Article VI.
Comments should be directed to Commission: Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
Courtesy: All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.
- F. Commission Response to Public Comment / Follow-Up to Public Comment
- G. Partner Spotlight: City of Bucoda Update: Mayor Callie Carpenter
- H. Consent Calendar
 - 1. Professional Services Contract Amendment – Thomas Architecture Studios
 - 2. Cascade Pole Site-Unit Priced Environmental Consultant Services Agreement Budget Increase
 - 3. Minutes: May 6, 2026 Special Meeting; May 11, 2026 Commission Meeting; May 11, 2026 Executive Session; May 12, 2026 Executive Session; May 18, 2026 Work Session; May 26, 2026 Commission Meeting; June 8, 2026 Commission Meeting; June 9, 2026 Executive Session; and June 15, 2026 Work Session
- I. Action Calendar
 - 1. None
- J. Action/Other Calendar
 - 1. Contract Amendment – TDJ CPA, Inc.: Alex Smith, Executive Director
 - 2. Port of Olympia Community Advisory Committee (POCAC) Resolution Updates: Alex Smith, Executive Director

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

K. Advisory Calendar

1. Department of Enterprise Services (DES) New Lease – 7510 New Market Street SW: Mike Reid, Director of Community and Economic Development
2. Deschutes Estuary Joint Resolution of Support: Alex Smith, Executive Director

L. Commissioner Reports

M. Additional Public Comment

This time is devoted to individuals who could not arrive at or register for the meeting earlier. Public comment at this time is for those members of the public who did not submit public comment previously during the current meeting.

N. Other Business

1. None

O. Meeting Announcements

P. Adjourn

***Attendance and Public Comment Hybrid Meeting Information**

Attend Remote or In-Person

The public are welcome to attend the meeting in person, or may view or listen to the meeting using one of the following platforms:

In-Person: **Bucoda Community Center – NOTE LOCATION**

South Room
204 South Main Street
Bucoda, WA 98530

Zoom: Go to <http://www.zoom.us/join> and enter Webinar ID 885 8206 2437 and Passcode 733866.
Instructions and access details (a link to the meeting) will be emailed to you once a short registration form is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/ access link.)

YouTube: www.youtube.com/@portofolympia1922

Phone: Call (253) 215-8782, listen for the prompts and enter Webinar ID 885 8206 2437 and Passcode 733866.

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 at the meeting location.

Virtual /
via Zoom: **Must pre-register** using the following Zoom link no later than five (5) minutes after the meeting has commenced:
<https://us06web.zoom.us/j/88582062437?pwd=bV2t2m7as8xs7e00CPOuYXcXEToXiH.1>
Instructions and access details (a link to the meeting) will be emailed to you once registration is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/ access link.) Registration for remote/ virtual verbal public comment closes six (6) minutes after the meeting has commenced.

Written Public Comment

Written public comment may be submitted to commissioncoordinator@portolympia.com by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

COVER MEMO

Briefing Date/Time: September 28, 2026

Staff Contact/Title: James Sommer, Public Works Program Manager,
360.528.8005, JamesS@PortOlympia.com

Subject: Professional Services Contract Amendment – Thomas
Architecture Studios

Purpose: ☐ Information Only ☒ Decision Needed

Type of Agenda Item:

- Consent calendar

Overview:

- This consent agenda item is a contract amendment for an increase in the total amount of the Port's contract with Thomas Architecture Studios (TAS). This will be the fifth amendment to this contract.

Background:

In March of 2022, the Port of Olympia released a Request for Qualifications (RFQ) for our On Call Professional Services pool. The solicitation requested interested eligible firms submit their qualifications for the following services.

- A. Community, Economic, Land Use and Environmental Planning
- B. Engineering
- C. Surveying
- D. Architecture
- E. Landscape Architecture
- F. Project and/or Construction Management
- G. Archeological / Cultural Resources
- H. Arboricultural Services

A contract (# 2023-1012) was executed with TAS for on call professional services under Executive Director authority on April 1, 2023 following the competitively-solicited request for qualifications. TAS was selected under category D "Architecture" and category F "Project and/or Construction Management." The contract had an initial not-to-exceed amount of \$99,999.

- In September 2024, the first contract amendment was executed, extending the contract expiration from December 31, 2024 to December 31, 2025.
- In April 2025, the second contract amendment was executed to update the rates in the contract rate schedule. This was the first update to the contract rate schedule since the initial contract execution in 2023.
- In May 2025, the third contract amendment was executed, extending the contract expiration from December 31, 2025, to December 31, 2027, and increasing the contract authority by \$400,001, bringing the total not-to-exceed amount to \$500,000. As noted in the May 12, 2025 Commission cover memo, this amendment was in preparation for collaboration with Thomas Architecture Studios to provide project design services and support for the new Port of Olympia Headquarters project. The amendment was authorized by the Commission on May 12, 2025.
- In November 2025, the fourth contract amendment was executed, increasing the contract authority by \$100,000, bringing the total not-to-exceed amount to \$600,000. The amendment was authorized by the Commission on November 10, 2025.
- To date, there have been five task orders (TO) executed resulting in a total not-to-exceed expenditure of \$594,237.50, leaving approximated \$5,762.50 of contract authority remaining for new unassigned scope through the contract expiration date of December 31, 2027. The task orders covered everything from designing upgrades to the Commission meeting room when the Port changed from three to five Commissioners; to design work and project management support for the new Port Headquarters building.
- The current term of the TAS contract, as amended, is through December 31, 2027 with a not-to-exceed amount of \$600,000. Port staff is now requesting approval of a contract amendment to increase the contract authority by an additional \$125,000, bringing the total not-to-exceed amount to \$725,000.
- The additional funds are to cover the costs of TAS finishing the remaining design and project management work needed for the Port Headquarters project.

Documents Attached:

- Thomas Architecture Studios Statement of Qualifications
- Thomas Architecture Studios Amendment No. 5

Summary and Financial Impact:

Port staff requests the Commission to authorize the Executive Director to execute a contract amendment with TAS, an existing on-call Professional Services consultant.

- This contract amendment with TAS will add \$125,000.00 to its not-to-exceed on-call professional services contract authority, for a new total not-to-exceed amount of \$725,000.00.

Affected Parties:

- Port staff and tenants.

Options with Pros and Cons:

This amendment enables TAS to continue providing professional services in support of Port projects that arise throughout the duration of this contract.

Without this amendment to increase spending authority, the Port will be limited in its ability to advance projects requiring the services outlined above.

Staff Recommendation:

Approval of amendment via the Consent Agenda for the Professional Services contract of Thomas Architecture Studios (Contract #2023-1012), as outlined in this cover memo.



T H O M A S
architecture studios

RFQ No. 2022-1000

Statement of Qualifications for

PORT OF OLYMPIA

On Call Professional Services Pool

THOMAS ARCHITECTURE STUDIOS

525 Columbia Street SW
Olympia, WA 98501

360.915.8775
www.tasolympia.com

Ron Thomas, AIA, President

March 4, 2022





March 4, 2022

Christopher Martinez
Contract & Grant Administrator
Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501

Mr. Martinez and Selection Committee:

RE: Statement of Qualifications for the Port of Olympia
On-Call Professional Services Pool/ RFQ NO. 2022-1000

Thomas Architecture Studios (TAS) is pleased to present our Statement of Qualifications to the Port of Olympia for the On-Call Professional Services Pool. Our firm's interest in on-call services is directly tied to our desire to improve our community's facilities, while continuing to be a leader in the ongoing renaissance of our region. It has been our pleasure to work alongside Port of Olympia staff over the past several years in our role as the architect for various projects such as the new Port of Olympia Administration Building, the Port of Olympia Destination Waterfront Development Vision, and Westman Mill - a mixed-use development on leased Port property.

TAS is a design-oriented architecture firm built on over 45 years of consistently successful new construction, adaptive re-use, and on-call projects focused on functional, sustainable, and safe facilities that improve and contribute to the vibrancy of our community. Our team-oriented process includes active participation and open communication among all project stakeholders. Our approach focuses on project understanding, communication, cohesive design, and delivery. Our knowledge and design creativity are well-suited for determining the best approach for a variety of on-call project types. Additionally, we excel at community outreach by providing a transparent and fully engaging approach, whether in-person or remotely. TAS currently has a staff of 19 architects, planners, project managers, and project facilitators that are highly efficient at providing our clients with personal, highly creative, on-time service.

In addition to serving as the on-call architect for the City of Olympia for the past nine years and Thurston County for the past seven years, TAS has extensive, recent relevant experience working with municipal clients on the type of architectural services you seek throughout Thurston, Pierce, Kitsap, and Lewis Counties. At times, these services have been provided through on-call contracts and others on sole-source contracts.

On-call projects are vital to our community's commitment to "maintain what we have" and ensure that management of facilities and stewardship of resources provide the foundation upon which the high quality of public service and community assets can continue to be provided. TAS is focused and positioned for exactly the type and scope of projects you anticipate, and we will strive to exceed your design and project management expectations. We look forward to continuing to work with you on Port of Olympia projects, including anything that arises from this On Call Professional Service Pool contract.

TAS has the ability to manage multiple consultants as an overall project coordinator. This ensures seamless project flow, teamwork amongst consultants, and adherence to project schedules. We position ourselves to be readily available as an invaluable resource—a team of professionals the Port can confidently turn to on an as-needed basis to meet any of your architectural or community planning and economic development needs.

Respectfully Submitted,

Ron S. Thomas, AIA, President
Thomas Architecture Studios

Amos Callender, AIA, Project Manager
Thomas Architecture Studios



ARCHITECTURAL SERVICES EXPERIENCE

TAS has been serving as on-call architects in our community for various organizations and municipalities. We offer innovative approaches and techniques to everyday design challenges. Our ability to quickly understand initial ideas from our clients and escort them through the design process is one of the many reasons why our clients continue to call on TAS.

RELEVANT PROJECT EXAMPLES

With over 30 active projects in Olympia, TAS is actively engaged in helping our community realize some of the social environmental and economic sustainability goals that have been identified over the past four decades:

- Thurston County Courthouse
- Kitsap County Courthouse
- City of Olympia On-Call
- Lewis County PUD
- Thurston County On-Call
- Life Center Christian Academy On-Call

Basic Architectural Services including: Initial concepts and evaluations; scoping; cost estimates; Schematic Design; Design Development; Construction Documents; Permitting Assistance; and Construction Administration/Construction Management.

Other Services: Programming, grant scoping and application support, public outreach, bid support, and high-quality renderings.

DEVELOPMENT OPPORTUNITIES:

We are driven by the desire to see the potential in a project, turning an opportunity into an asset. We have worked with municipalities and developers to bring to life vacant or under-utilized land, renovated industrial warehouses, and infilled mixed-use developments with office and retail space. Our Campus Lofts project is a great example of an adaptive reuse of an abandoned Class B office building to an AIA award-winning, multifamily development and reflects how TAS is *improving lives by design* within our community.



Similar to the work performed by TAS for the Port's Destination Waterfront Development Vision, TAS can provide initial assessments for potential development, ensure compliance with local jurisdictions and regulations, and provide options for the Port to consider. These initial quick studies in conceptual alternatives and development analysis leads to project scoping and cost estimates. We work with highly skilled cost estimators and provide as much detailed information as possible, resulting in a more accurate cost estimate to help inform key personnel and commissioners in their planning and decision-making process.



DESTINATION WATERFRONT DEVELOPMENT VISION 2020-2201

Project Highlights:

- Establish 13 parcels along Port waterfront property and identify potential uses for development
- Collaborate with Port Staff, Commissioners, Advisory Committee, and the public
- Community outreach to solicit feedback on project direction through remote meetings & online polls
- Continuation of work previously established in the Port's Vision 2050 Action Plan
- Work with local Port regulations and local jurisdiction to identify and record limitations or restrictions for each site
- Identify and establish connections to downtown core through gateways and connectors to spur economic development
- Manage multiple disciplines/ team members in a highly collaborative and innovative process

Our consistent track record of delivering projects on time and within budget provides our clients reassurance that TAS has their best interests in mind from inception to final inspection.





EXHIBIT A – CONSULTANT PROFILE

FIRM/CONSULTANT INFORMATION

Legal name of Firm: Address of Firm: <i>Note:</i> This information must match the information from the Firm's Business License.	THOMAS ARCHITECTURE STUDIO, INC. Firm Name 525 COLUMBIA STREET SW Address OLYMPIA, WA 98501 City, State, Zip Code
Firm's Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note:</i> A nine-digit UBI number is assigned to each registered businesses in Washington.	U.B.I. 603 152 014
Taxpayer Identification No. (TIN): <i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). Do Not provide a Social Security Number.	TIN: 45-3613859

AUTHORIZED REPRESENTATIVE AND CONTRACT MANAGER

Authorized Representative: Name: Ron Thomas Title: President Email: ron@tasolympia.com Phone: 360.915.8775	Authorized Representative: Name: Amos Callender Title: Project Manager Email: amos@tasolympia.com Phone: 360.915.8775	Authorized Representative: Name: _____ Title: _____ Email: _____ Phone: _____	Contract Administrator: Name: _____ Title: _____ Email: _____ Phone: _____
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REFERENCES.

Provide a minimum of three (3) references for which the Firm has delivered services similar in scope as described in the Solicitation.

REFERENCE 1	
Company Name:	Port of Olympia
Contact:	Sam Gibboney, Executive Director
Phone:	360.528.8001
Email:	samG@portolympia.com
REFERENCE 2	
Company Name:	Kitsap County Courthouse
Contact:	Karen Goon, County Administrator
Phone:	360.337.7080
Email:	kgoon@co.kitsap.wa.us
REFERENCE 3	
Company Name:	Thurston County Courthouse
Contact:	Rick Thomas, Special Project Coordinator
Phone:	360.791.8449
Email:	rick.thomas@co.thurston.wa.us

STATEMENT OF TRUTH.

I certify that I am an Authorized Representative of the Consultant who has the authority and knowledge to complete the below Certification. Furthermore, I certify that all information provided is true and correct.

X  , President/ Principal 3/4/2022
Authorized Representative Signature, Title, Date

Certification Instructions:

1. Mark one (1) box per line item,
2. If you mark False to any of the line items, you must, provide a detailed explanation on an additional sheet of paper.
3. Any skipped line items, or failure to include a written explanation to any of the line items you answer False, may result as your submittal being rejected as non-responsive.

CERTIFICATION		
No.	Certifications of the Consultant	Must check one (1) box per line item
1.	Consultant and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.	☒ True ☐ False
2.	Consultant has not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Consultant for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Consultant further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.	☒ True ☐ False
3.	Consultant has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.	☒ True ☐ False
4.	Consultant complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals	☒ True ☐ False

CERTIFICATION		
No.	Certifications of the Consultant	Must check one (1) box per line item
	with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.	
5.	Per Workers Rights (Executive Order 18-03) Consultant does not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.	☒ True ☐ False
6.	Consultant has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.	☒ True ☐ False
7.	Except as validly contested, Consultant is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.	☒ True ☐ False
8.	Consultant is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Solicitation.	☒ True ☐ False
9.	Consultant is in good standing in the State of Washington and the jurisdiction where Consultant is organized, including having timely filed all required annual reports.	☒ True ☐ False
10.	If awarded a Contract, Consultant will not utilize subcontractors to provide services subject to this Solicitation. If False, Consultant must attached a list of all potential sub-consultants/sub-contractors.	☐ True ☒ False
11.	Consultant certifies that are in compliance with all Local, State, and Federal mandates regarding COVID-19, including but not limited to, face mask requirements and vaccination requirements.	☒ True ☐ False

CERTIFICATION		
No.	Certifications of the Consultant	Must check one (1) box per line item
12.	Consultant is a Washington Small Business as defined in RCW 39.26.010 If Yes, please indicate Size: ☐ Microbusiness: Annual gross revenue of less than one million dollars. ☐ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars. ☒ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.	☒ Yes ☐ No
13.	Consultant is a Certified Veteran-Owned Business under RCW 43.60A.190 If yes, provide Bidder's WDVA certification no.:	☐ Yes ☒ No
14.	Consultant/Firm is certified as a minority or woman owned business with the Washington State Office of Minority & Women's Business Enterprises (OMWBE)? If yes, provide Bidder's OMWBE certification no.:	☐ Yes ☒ No
15.	Consultant certifies that the references provided have worked with Consultant and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to The Port. Consultant hereby authorizes The Port (or its agent) to contact Consultant's references and others who may have pertinent information regarding Consultant's prior experience and ability to perform a Contract, if awarded.	☒ Yes ☐ No
16.	Consultant certifies that it shall provide immediate written notice to The Port if, at any time prior to a Contract award, Consultant learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.	☒ Yes ☐ No



LIST OF SUB-CONSULTANTS

TAS will serve as your architect and day-to-day project manager, delivering thoughtful design solutions and bringing in technical expertise of our specialized consultants to help you achieve your project goals. We have carefully selected the following subconsultants for your on-call projects based on their strong working relationship with TAS for nearly two decades, in addition to their familiarity with working on Port of Olympia projects. If the Port has a list of preferred subconsultants, please let us know, and we will be happy to work with them.



CIVIL ENGINEERING TRAFFIC ENGINEERING

Jared VerHey, Project Manager
SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516
360.352.1465
jared.verhey@scjalliance.com
www.scjalliance.com



STRUCTURAL ENGINEERING

Jeff Klein, Principal
PCS Structural Solutions
1250 Pacific Avenue, Suite 701
Tacoma, WA 98402
253.383.2797
jklein@pcs-structural.com
www.pcs-structural.com



LANDSCAPE ARCHITECTURE

John Payne, ASLA, RLA, ISA, Principal
SiteWorks
3720 Reading Street SE
Olympia, WA 98501
718.483.0034
jpayne@siteworkscm.com
www.siteworkscm.com



MECHANICAL/ ELECTRICAL ENGINEERING AND PLUMBING

Rick Hultz, PE, Principal
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1111 Fawcett Avenue
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253.383.3257
rickh@hultzbhu.com
www.hultzbhu.com



LAND SURVEY

Ken Frazier, PLS, President
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1583 N National Avenue, Suite 2210
Chehalis, WA 98532
360.748.4000
foresight@localaccess.com



LAND SURVEY

Blair Prigge, PLS, EIT
MTN2COAST, LLC
2320 Mottman Road SW, Suite 106
Tumwater, WA 98512
360.239.1497
blair@mntn2coast.com
www.mtn2coast.com



GEOTECHNICAL ENGINEERING

Luke McCann, Principal Engineering Geologist
Quality GEO NW, PLLC
4631 Whitman Lane SE, Suite D
Lacey, WA 98513
360.878.9705
luke@qualitygeonw.com
www.qualitygeonw.com



COST ESTIMATING

Bill Acker, Owner
Bill Acker Consulting Services
13494 Eastbrook Drive SW
Port Orchard, WA 98367
360.895.1756
bill@fargwatt@harbornet.com
www.billackerconsulting.com





PROFESSIONAL REFERENCES

PORT OF OLYMPIA

Sam Gibboney, Executive Director

360.528.8001 | samg@portolympia.com

www.portolympia.com

606 Columbia St. NW, Suite 300
Olympia, WA 98501

Destination Waterfront Development Vision: Master planning for under utilized property on Port Peninsula in downtown Olympia. Large scale public outreach, and coordination with advisory panel & Port commissioners.

Admin Building: Schematic Design planning for new Port headquarters including main operations, support space, meeting & training spaces.

Scope of Services: concept design, master planning, schematic design, program confirmation, construction costs & total project cost estimates, public opinion surveys, commissioner presentations, public outreach

KITSAP COUNTY

Karen Goon, Administrator

360.337.4403 | kgoon@co.kitsap.wa.us

www.kitsapgov.com

614 Division Street, MS-4
Port Orchard, WA 98366

New Courthouse Master Plan & Design, Space Needs & Feasibility Assessment, Courtroom & Energy Improvements

Scope of Services: concept design, master planning, schematic design, program confirmation, technical committee coordination, construction costs & total project cost estimates, commissioner presentations, public outreach

THURSTON COUNTY

Rick Thomas, Project Manager

360.791.8449 | thomasr@co.thurston.wa.us

www.thurstoncountywa.gov

2000 Lakeridge Drive SW
Olympia, WA 98502

New Courthouse & Civic Center : Comprehensive Comparative Feasibility Study & Informed Public Outreach, Courthouse Renovations vs. Replacement, Comparative Feasibility Study, Thurston County Space Needs Assessment

Scope of Services: concept design, comparative analysis, master planning, schematic design, program confirmation, construction costs & total project cost estimates, advisory panel coordination, commissioner presentations, public outreach presentations





T H O M A S
architecture studios

THOMAS ARCHITECTURE STUDIOS

525 Columbia Street SW
Olympia, WA 98501

360.915.8775
www.tasolympia.com



PORT of OLYMPIA

**CONTRACT NO. 2023-1012
AMENDMENT NO. 05
ON CALL PROFESSIONAL SERVICES**

Contract Manager: James Sommer

Consultant/Firm: Thomas Architecture Studios, Inc. (TAS)

Consultant/Firm Representative: Ron Thomas

This Fifth Amendment is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Thomas Architecture Studios, Inc. (TAS) (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced contract which was previously executed by an authorized representative of both Parties.

The Parties now desire to amend the contract as allowed through mutual agreement as described in the original contract documents.

The Parties hereby agree to the following changes per Commission approval on September 28th, 2026:

1. An increase of \$125,000.00 for a new total Not-to-Exceed amount of \$725,000.00.

This amendment constitutes the entirety of the amended Sections listed and supersedes any and all prior representations, either verbal or written, during the negotiations of these changes. In the event that any portion of the original contract conflicts with this, or any amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced contract, previous amendments, and this amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

PORT OF OLYMPIA

606 Columbia St. NW, STE 201
Olympia, WA 98501

THOMAS ARCHITECTURE STUDIOS, INC.

525 Columbia St. SW
Olympia, WA 98501

Alexandra K. Smith Date
Executive Director

Ron Thomas Date
President

COVER MEMO

Briefing Date: [OBJ]	September 28, 2026
Staff Contact/Title:	Don Bache, Cascade Pole Site Manager, 360.528.8062
Subject:	Cascade Pole Site-Unit Priced Environmental Consultant Services Agreement Budget Increase
Purpose:	☐ Information Only ☒ Decision Needed

Type of Agenda Item:

Consent Calendar

Background:

The Advisory for this item was presented at the September 14, 2026 Commission Meeting. Given that there were no questions or concerns, staff presents it on the consent calendar for approval.

The Cascade Pole Site (CP Site) is located at the northern end of the port peninsula. It consists of an 18-acre upland area and 25 acres of tideland. The site has been considered an environmental concern and listed under the state's Model Toxic Control Act (MTCA) since 1985. The Port assumed responsibility for site cleanup and long-term operation and maintenance of the remedy in 1995. The Port's obligations at the site are spelled out in a series of legal consent decrees, agreed orders and and orders amendments to those decrees, between the state and the Port.

The Port has contracts for consulting services, to assist the Port in regulatory, technical and field services at the CP Site and the potential impacts to the CP Site from adjacent Port and non-Port projects.

The current consultant services contract #2024-1030 is with Landau Associates. The estimated budget for this contract was \$480,000 over 4 years. Due to recent additional and unexpected requests from Ecology, and the Port's need to respond to them, the expenses have greatly increased for this contract. Ecology has recently asked for additional data collection and data analysis, beyond what it required of the Port previously. The additional data collection, analysis and reporting to Ecology are beyond the scope of what was originally budgeted.

Summary and Financial Impact:

The current contract #2024-1030 estimated \$480,000 of consultant expenses for 2026. Given the recent additional requests from Ecology, the budgeted funds will be largely depleted by the end of the 3rd quarter of 2026. The budget increases requested are for: groundwater (\$135,000), sediments (\$110,000), NPDES permit compliance (\$20,000) and

preparation for 2027 negotiations with Ecology (\$35,000). This \$300,000 increase will bring the new not-to-exceed amount to \$780,000. These increases will allow the Port to comply with Ecology's requirements through the end of 2027, and the additional costs are already factored into the CP Site's 2027 budget.

Alignment with Vision 2050:

The work at the CP site is a complement to Vision 2050, specifically, the Goal to "Emphasize sustainability in all planning and actions and provide updates to the community."

Environmental Considerations and Review:

This budget increase will allow the Port to continue the required environmental remediation work at the CP Site.

Alternatives Considered:

The alternative of not increasing the budget could drastically impact the schedule of actions at the CP Site and put the Port out of compliance with regulators. Therefore, this alternative was not considered.

Staff Recommendation:

Staff recommend approving the budget increase to ensure the Port remains in compliance with the legal requirements of consent decrees and agreed orders with the State of Washington.

Document(s) Attached:

2024-1030 Landau Associates Amendment No 3.



606 Columbia St. SW Suite 300
Olympia WA 98501

December 2, 2024

Contract Summary

Contract No: 2024-1030

Contract Name: Unit Priced Environmental Consulting Services – Cascade Pole Site

Consultant: Landau Associates, Inc.

Contract Manager: Don Bache

Executive Director Smith,

Attached you will find contract for 2024-1030.

This contract was made at the request of the Port Contract Manager and has been reviewed by the representative as well as myself to ensure that the scope of work encompasses what is needed to achieve the desired results.

This Contract is to retain the Consultant to provide environmental consulting services related to the environmental remediation of the Cascade Pole Site.

This Contract has a not-to-exceed amount of \$480,000.00 and an initial term ending December 31, 2028, per commission approval.

If you have any questions, comments, or concerns, please let me know and I will be happy to address them.

Sincerely,

Hannah Ellis
Contracts Specialist



**PERSONAL SERVICES CONTRACT
NO. 2024-1030
UNIT PRICED ENVIRONMENTAL CONSULTING SERVICES-CASCADE POLE SITE**

This Contract is made by and between the Port of Olympia, a Washington municipal corporation (hereafter referred to as the "Port") and Landau Associates, Inc., UBI 600 557 469, (hereafter referred to as the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party".

The Port desires to retain the Consultant to provide unit priced environmental consulting services for the Cascade Pole site project in Olympia, Washington (the "Services") which requires specialized skills and other support capabilities which the Port is not able to provide.

The Consultant has been deemed to possess the required skills and the necessary capabilities, including technical and professional expertise, to perform the Services set forth in this Contract. The Parties agree that this Contract is consistent with applicable statutory and Port policy requirements.

Recitals

- I. The Washington State Legislature provides authority for Ports to enter into Personal Services Contracts under Chapter 53.19, of the Revised Code of Washington (RCW);
- II. The Washington State Legislature has empowered Port districts to delegate administrative powers and duties as they deem proper for the efficient and proper management of the Port's operations (RCW 53.12.270);
- III. The Port's Commission has delegated administrative powers and duties, including the ability to contract for Personal Services Contracts, to the Executive Director of the Port through Resolution 2019-06.
- IV. Personal Services are defined under RCW 53.19.010 as services provided by a consultant which involve technical expertise to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature.

The Parties agree as follows:

1. Scope of Services.
 - 1.1. The Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A".



- 1.2. All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.
- 1.3. For any unit priced contract, as identified in the title, work performed must be done through the issuance of a Task Order issued by the Port. Task Orders will have a defined Scope of Work accompanied by a not to exceed (NTE) amount for said Task Order. The compensation rates for work performed under any issued Task Order may not exceed the agreed upon rates incorporated into this Contract.

2. Term.

- 2.1. This Contract is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Contract or Consultant has entered an unit priced Contract as provided in paragraph 1.3 herein, as follows:

Commencement Date:	January 01, 2025
Completion Date:	December 31, 2028

- 2.2. In the event that the mutual execution date is after the commencement date listed above, the Parties hereby agree that the Commencement date shall be used as the starting date for this Contract.

3. Compensation and Billing.

- 3.1. The Port shall pay the Consultant on a Time and Expense basis not-to-exceed four hundred eighty thousand dollars and zero cents (\$480,000.00) for the initial term of this Contract and paid according to the Rate Schedule shown in Exhibit "A".
 - 3.1.1 Expenses are defined as costs incurred by the Consultant, other than payroll costs, which are directly attributable to the performance of the Services and include mileage and related expenses, long-distance telephone, facsimile, postage and delivery, and other expenses incurred in the direct interest of the Services. Expenses shall also include technical or professional services obtained by the Consultant upon prior approval of the Port that are needed by the Consultant to complete the Services. Such costs shall be reimbursed by the Port to the Consultant at cost. Mileage shall be reimbursed at the IRS mileage rate in



effect at the time travel occurred. The Port will not reimburse Consultant for any costs determined in the Port's discretion to be unreasonable or unrelated to the services provided. Consultant should obtain pre-approval from the Port for any costs which are not typical for the services to be provided.

3.2. The Consultant agrees to hold the Rates associated with the Contract for the entirety of the initial term unless otherwise specified in the attached rate sheet. In the event that both Parties agree to extension the Consultant may request a revision of rates. The Port may request documentation of increased costs associated with the Services provided prior to approval of a revision in Consultant's rates.

3.3. No payment shall be made for any Service rendered by the Consultant except for Services identified in this Contract and directly related reasonable expenses as determined by the Port. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses pursuant to this Contract.

3.3.1. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed, with a description of work performed.

3.3.2. All invoices are to be sent electronically to Contracts@portolympia.com with the invoice noting the contract number in order to be deemed complete and ready for Processing.

4. Amendments/Modifications.

4.1. Any changes to this Contract, after execution, will be made through a mutually agreed upon Amendment(s) and executed by signature of the appropriate Authorized Representatives of each Party. Any and all amendments must not conflict with the Port's policies at time of execution, or any applicable statutory requirements. Consultant is responsible for compliance with any statutory requirements applicable for the work to Consultant's work or profession.

4.2. In the event that a single or combination of Amendments is issued that will increase the aggregate value of the Contract in excess of authority delegated to the Executive Director, the Port must seek approval of the Amendment with the Commission and make said Amendment at a public meeting. Consultant understands that this Contract is a public record under the Washington Public Records Act, RCW 42.56.

5. Information Requests.



The Consultant shall furnish to the Port within a reasonable time such statements, records, report, data, and information as the Port may request pertaining to the Services and the Project. Consultant will cooperate with the Port in conjunction with any audit performed by the Washington State Auditor's Office.

6. Independent Contractor Relationship.

6.1. The Parties intend that an independent contractor relationship will be created by this Contract. The Port is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees.

6.1.1. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

6.2. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to ensure the satisfactory performances of the Services

6.2.1. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing the agreed upon Services.

7. Right to Inspection.

The Port reserves the right to, or have a third party at the Port's request, inspect, audit, or review the Services provided in this Contract at any time and determine the services performed were satisfactory prior to payment.

8. Hold Harmless/Indemnification.

8.1. Consultant shall defend, indemnify and hold the Port, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of, in connection with, or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the Port. Should a court of competent jurisdiction determine that



this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Port, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

8.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

9. Insurance.

9.1. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Consultant, its agents, representatives, or employees.

9.2. Consultant shall obtain insurance of the types described below:

9.2.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.2.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The Port shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the Port.

9.2.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.



- 9.2.4. Additional insurance coverage as requested by the Port deemed necessary for the services to be performed such as, but not limited to, professional errors and omissions insurance.
 - 9.3. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
 - 9.3.1. The Consultant's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Consultant's insurance and shall not contribute with it.
 - 9.3.2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
 - 9.4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - 9.5. Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant deemed adequate in the Port's sole discretion before commencement of the Services.
10. Dispute Resolution. Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described:
 - 10.1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort within 10 business days from the time the dispute first became known to both Parties to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
 - 10.2. Failing resolution under paragraph 10.1 herein, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by Contract of both parties. If the Parties fail to agree on the appointment of a mediator or mediation service within 10 business days from the date of a mediation request initiated under this



paragraph, the dispute shall be mediated by the Washington Arbitration and Mediation Service (WAMS) in Seattle, with each Party to bear its own costs, attorney fees, and one half of the mediation fee.

- 10.3. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation. Jurisdiction and venue shall be in the Thurston County, Washington Superior Court or the Federal District Court for the Western District of Washington, depending on the nature of the dispute. Washington State law shall be applied to any litigation that is brought that arises out of, is related to, or connected with, this Agreement.

11. Ownership of Property.

- 11.1. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.
- 11.2. All documents, including drawings and specifications prepared by the Consultant pursuant to this Contract are the instruments of service with respect to the Services and shall be owned by the Port upon payment of the Consultant fee by the Port. The Consultant shall provide the Port with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the Consultant will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

12. Compliance with Laws.

- 12.1. The Consultant, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.



- 12.2. Additionally, the consultant acknowledges and understands their responsibilities under WAC 415-02-325 in relation to 2008 early retirement factors and will inform the Port if there is a conflict.
- 12.3. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Contract, as well as any other tax or fee related to the Consultant's business.

13. Nondiscrimination.

- 13.1. In the performance of this Contract, Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other discrimination prohibited by law or Executive Order.. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.2. Additionally, Consultant will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, or other discrimination prohibited by law or Executive Order.
- 13.3. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination meeting the requirements of this Contract.

14. Assignment/subcontracting.

- 14.1. The Consultant shall not assign its performance of the Services or any portion of this Contract without the Port's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- 14.2. Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.



- 14.3. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the Port.

15. Maintenance and Inspection of Records.

- 15.1. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.
- 15.2. The Consultant shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Consultant agrees that the Port or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. Termination.

- 16.1. Termination for Convenience. The Port may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the Port shall pay the Consultant for all Services provided under this Contract through the date of termination, as well as any other Services specifically agreed to by the Parties in writing.
- 16.2. Termination for Cause. If the Consultant fails to perform in the manner called for in this Contract, or if the Consultant fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Port may terminate this Contract for cause. Termination shall be effective by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Contract through the date of termination.

17. Notice.

- 17.1. All notices provided for in this Contract shall be sent by certified mail to the addresses designated below:



Port

Contracts Specialist
Port of Olympia
606 Columbia St. NW, STE 300
Olympia, WA 98501

Consultant

Chris Kimmel, LG
Landau Associates, Inc.
155 NE 100th Street, Suite 302
Seattle, WA 98125

- 17.2. In the event either Party needs to change the contact for notices, they shall provide in writing a new contact and the contacts information in writing to the other Party in a reasonable amount of time.

18. Attorney's Fees and Costs.

In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

19. Jurisdiction and Venue.

- 19.1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 19.2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington, depending on the nature of the dispute.

20. Severability.

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

21. Electronic Signature.

An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations under state and federal law.



22. Entire Contract.

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

THE PORT OF OLYMPIA
606 Columbia St. NW, STE 300
Olympia, WA 98501

LANDAU ASSOCIATES, INC.
155 NE 100th Street, Suite 302
Seattle, WA 98125

Signed by: Alexandra Smith 12/2/2024
ED56C4DC1B074B0...
Alexandra Smith Date
Executive Director

Signed by: S. Woerman 12/4/2024
7BBA6D37898C400...
Scott Woerman Date
VP, Risk Management & Client Strategy



Exhibit A

November 7, 2024

Transmitted via email to: donb@portolympia.com

Port of Olympia
606 Columbia St NW, Ste 300
Olympia, Washington 98501

Attn: Don Bache

**Re: Proposed Scope of Services and Estimated Budget
Site Environmental Consulting
Cascade Pole Company Site
Olympia, Washington**

Dear Don:

Landau Associates, Inc. (Landau) is pleased to submit this proposed scope of services and estimated budget to the Port of Olympia (Port) to provide on-call environmental consulting services at the Cascade Pole Company Site (CPC Site) located at 1503 Marine Drive in Olympia, Washington. Remediation of the CPC Site is being conducted under the Washington State Department of Ecology (Ecology) Agreed Order No. DE 00TCPSR-753 and two subsequent amendments. The current on-call agreement between the Port and Landau (No. 2021-1003) expires on December 31, 2024. This proposal includes scope of work for the long-term groundwater compliance monitoring (LTGCM) program, and conversations with the Port on the proposed pending scope of work. This proposal includes a detailed scope and budget for tasks within the known scope of work, and a list of anticipated scope of work items; however, the cost estimate for the anticipated scope items will be developed with the Port in future task orders. Tasks included in this scope of services are as follows:

- Task 1: Long Term Groundwater Compliance Monitoring
- Task 2: Permit Renewal
- Task 3: Sediment Characterization Monitoring
- Task 4: Project Management and Administration

PROPOSED SCOPE OF SERVICES

To meet the Port's objectives for the CPC Site, Landau's proposed scope of work is detailed in the following tasks. Historically, Port task orders have been provided for the on-call contract in yearly intervals, therefore the below tasks and associated cost estimates are based on a 12-month cycle starting on January 1, 2025.

Task 1. Long-Term Groundwater Compliance Monitoring

LTGCM for hydraulic containment in the upland area of the CPC Site includes monthly groundwater elevation monitoring and semiannual groundwater quality monitoring in accordance with the Ecology Agreed Order and recent Ecology-approved modifications to the groundwater monitoring program. The 2007 Compliance Monitoring Plan (CMP) prepared by Landau for the Port outlines procedures for conducting the LTGCM.

On a monthly basis, Landau will collect synoptic water level measurements to allow for groundwater elevations to be calculated and compared to the Ecology hydraulic containment goals. The local tide elevation will be recorded at the time of the first and last synoptic water level measurement each month. These measurements, along with observations of well conditions, will be submitted to the Port and Ecology via email within 15 days of each event.

Semiannually, Landau will collect groundwater quality samples from perimeter wells screened inside and outside of the slurry wall, and from interior wells screened in the upper and lower aquifer. Samples will be collected using low-flow sampling procedures as described in the CMP. Groundwater samples will be submitted to Apex Laboratories in Tigard, Oregon, for the following analytical parameters: polycyclic aromatic hydrocarbons (PAHs) using U.S. Environmental Protection Agency (EPA) Method 8270E; carcinogenic PAHs (cPAHs) using US EPA Method 8270E with select ion monitoring (SIM); gasoline-range total petroleum hydrocarbons (TPH-G) using Method NWTPH-Gx; and diesel-range (TPH-D), oil-range TPH (TPH-O), and creosote-range total petroleum hydrocarbons using Method NWTPH Dx.

The wastewater generated during the purging of the monitoring wells will be discharged directly to the onsite groundwater treatment system.

Upon receipt of the laboratory reports for each monitoring event, Landau will conduct a data validation review of the analytical results and will enter the groundwater monitoring data and the sample analytical data into Ecology's Environmental Information Management (EIM) database.

Landau will evaluate any trends in contaminant concentrations over time and prepare a groundwater monitoring report that describes the field procedures and sampling results and presents the field data, tables, and plots of the sample analytical results over time. A draft version of each report will be submitted to the Port for review. After incorporating any comments, the final version of the report will be submitted to the Port and Ecology.

Task 2: Permit Renewal

The onsite groundwater treatment system discharges treated water into Inner Budd Inlet via the Lacey, Olympia, Tumwater, and Thurston County's (LOTT) Outfall 001 under a National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit. The current NPDES permit (No. WA0040533) expires on April 30, 2026 and the permit renewal application is due to Ecology on June 30, 2025. Landau will prepare the data required for the permit renewal application and negotiate with Ecology on an analytical testing program and management of potential additional emergent

contaminants for the permit. Landau's chemical engineer will prepare the permit renewal application and negotiate with Ecology on the Port's behalf.

Periodically, performance issues arise with the onsite groundwater treatment system, and Landau's chemical engineers are available to provide assistance to the Port, as needed.

Task 3: Sediment Characterization

The Ecology Agreed Order and amendments require sediment characterization sampling to be conducted in the Sediment Operable Unit of Inner Budd Inlet, directly adjacent to the upland portion of the CPC Site, every five years. The next sediment characterization event is scheduled to occur in 2027. Landau will coordinate with local vessels to allow for the collection of 14 subsurface sediment locations and the collection of five surface sediment grab samples. Samples and subsurface explorations will be conducted in accordance with the Ecology-approved sampling plan. Samples will be analyzed for: PAHs, dioxins, dibenzofurans, and total organic carbon. The raw data will include PAH and dibenzofuran data on a dry weight basis and the full list of dioxin congeners.

Upon receipt of the laboratory data, Landau will perform a data quality evaluation of the analytical results and upload them to Ecology's EIM database. Results will be compared to Ecology specified cleanup levels and previous sampling events results to evaluate trends. Data will be used to evaluate the protectiveness of the upland cap.

A summary report will be prepared for the Port review prior to finalization and submittal to Ecology.

Task 4: Project Management and Communication

This task includes communications with the Port; communications with Ecology; and project coordination. Two virtual meetings with Ecology are assumed in 2025 for this scope of work. Several anticipated items may develop during this contract period and the detailed scope of work and cost estimates will be provided in conjunction with development of task orders. Anticipated scope of work activities includes:

- Negotiations with Ecology on finalizing the Upland Cap
- Oversight of LOTT outfall and associated piping that run through the CPC Site
- Evaluations of Budd Inlet dredge sediment disposal locations at the CPC Site and/or shoreline
- Engineering upgrades to the groundwater treatment system.

ASSUMPTIONS

For the purposes of estimating costs, Landau made the following assumptions:

- The Port will provide task orders for the on-call scope of work for the anticipated activities for the contract period. Upon the development of the scope of work, Landau will prepare cost estimates for the Port's review.

- The Port will provide Landau with access to the CPC Site monitoring wells and will ensure that well locations are accessible.
- Fieldwork will be performed during standard business hours and will utilize staff from our nearest office (Tacoma, Washington).
- The cost estimate for laboratory analytical services includes a standard 2-week turnaround time. Analysis can be expedited for an additional fee. Laboratory costs are based on 2024 rates.
- The draft and final groundwater monitoring report will be submitted electronically in Adobe® PDF format.
- Two virtual meetings with Ecology are assumed in 2025.
- Annual approval of Landau updated Compensation Schedule will be approved by the Port prior to finalization of annual Port issued Task Orders.

ESTIMATED PROJECT SCHEDULE

Landau is prepared to commence work under this scope of services immediately upon receipt of written authorization to proceed. The first monthly groundwater elevation measurement event completed under this contract will be in January 2025, and semiannual groundwater monitoring events are anticipated to be in March and September 2025 with the annual report being prepared during the fourth quarter of 2025. The NPDES permit renewal application activities will start in February/March to allow for review and submittal of the data by June 2025. The 2027 sediment characterization sampling will be conducted during the wet season to allow for larger tides and better access to the sampling locations.

ESTIMATED BUDGET

The total estimated cost to conduct the proposed scope of work is \$213,800. A breakout of the estimated costs for each task is presented in Table 1. Landau's services will be provided on a time-and-expenses basis in accordance with the attached Compensation Schedule. Landau will work with the Port on finalization of the contract general conditions.

CLOSING

Landau appreciates the opportunity to submit this proposal to the Port, and we look forward to continuing working with you. If you have any questions, please contact Katie Gauglitz at 253.284.4889 or Christine Kimmel at 425.329.0254.

LANDAU ASSOCIATES, INC.



Katie Gauglitz, LG
Senior Geologist



Christine Kimmel, LG
Senior Associate Geologist

JEC/KMG/tmh
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Attachments: Table 1. Estimated Budget
2024 Compensation Schedule

Table 1
Estimated Budget
Cascade Pole Company Site

Billing Rate	Principal	Senior Associate	Senior	Senior Project	Project	GIS Analyst	Senior Staff	Staff/Sr Technician	Data Specialist	Project Coordinator	Support Staff	Total Hours	Equipment and Disposables	Laboratory Costs (includes 5%)	Total Costs
Task 1: Groundwater Monitoring Activities															
Monthly Water Level Collection and Tidal Monitoring			9		12		84	70				175	\$ 3,386		\$ 33,100
Semiannual Sampling Event		6	8		10		85	75				184	\$ 2,007	\$ 18,596	\$ 52,300
Annual Report and EIM submittal		8	10	16	20	8	6		8	8		84			\$ 16,400
Task 1 Total															\$ 101,800
Task 2: NPDES Renewal															
Permit submittal	20	10	10									40			\$ 11,000
Communications with Ecology	8											8			\$ 2,400
Task 2 Total															\$ 13,400
Task 3: Sediment Characterization															
Sediment Sampling		8	10		8		120	86				232	\$ 1,938	\$ 20,738	\$ 62,700
Report and EIM Submittal		12	26			8	42		8	8		104			\$ 20,100
Task 3 Total															\$ 82,800
Task 4: Project Management and Administration															
Ecology Communications, Meetings, and Invoicing	10	30	16								12	68			\$ 15,800
Task 4 Total															\$ 15,800
Total Hours	38	74	89	16	50	16	337	231	16	16	12	895			
Total Labor Cost	\$11,476	\$19,980	\$20,025	\$3,312	\$9,450	\$3,024	\$57,627	\$36,498	\$2,528	\$2,096	\$1,080	\$167,096			\$ 167,096
Estimate Total															\$ 213,800



COMPENSATION SCHEDULE–2024

Personnel Labor	Hourly Rate
Senior Principal	329
Principal	302
Senior Associate	270
Associate	248
Senior	225
Senior Project	207
Project	189
GIS Analyst / CAD Designer	189
Senior Staff	171
Staff / Senior Technician II	158
Data Specialist	158
CAD / GIS Technician	144
Project Coordinator	131
Assistant / Senior Technician I	117
Technician	104
Support Staff	90

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).



Commission Special Meeting Minutes Wednesday, May 6, 2026

Call to Order

Commission President Jasmine Vasavada called a Special meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:03 p.m., Wednesday, May 6, 2026, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, and Krag Unsoeld.

Attended Virtually: Commissioner Jerry Toompas and Chris Pierce-Wright, General Counsel.

Staff: Alex Smith, Executive Director; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Afsin Yilmaz, Marine Terminal Senior Manager; and Missy Goodell, Commission Coordinator.

Approval of Agenda

Commissioner Montano moved to approve the agenda, Commissioner Unsoeld seconded the motion. Motion passed unanimously.

Public Comment

One individual provided public comment regarding the marine terminal.

Action/Other Calendar

Flooret, Inc. Sublease. Afsin Yilmaz, Marine Terminal Senior Manager, sought Commission authorization for the Executive Director to execute a ground lease for additional warehouse space, with the Port as lessee.

This is an urgent request because the Port Marine Terminal has insufficient warehouse space to accommodate an earlier-than-planned arrival of Suzano's paper pulp bulk cargo. Had the cargo arrived when originally scheduled, this Action/Other item would have come before the Commission at the next regular meeting on May 11, 2026. The early arrival of the Suzano cargo means the additional space is needed before May 11th.

The primary reason the Port needs outside storage space is the Suzano vessel will bring 22,200 tons of additional paper pulp to Olympia, which – when coupled with the existing inventory on hand – results in a total inventory in excess of 32,000 tons. This exceeds the 28,000 tons of total capacity available in the Marine Terminal warehouse. The Port found additional space in a warehouse in Lacey, with the lessor seeking a 13-month lease term, the remainder of the current tenant's lease term.

This sublease provides the Marine Terminal with an additional 20,000 square feet of storage space at a cost of \$15,000.00 per month. Suzano has agreed to cover the cost of the additional storage space. Longshore labor will be used to handle cargo at the leased space.

Pros and cons of this lease were shared.

Motion: Commissioner Vasavada moved to authorize the Executive Director to execute a warehouse space lease, with Port as lessee, for the warehouse located at 9222 Polaris Lane NE, Lacey, WA, as presented. Commissioner Montano seconded the motion. Motion passed with four votes in the affirmative and one vote abstaining.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Wednesday, May 6, 2026, Special meeting was adjourned at 5:26 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary



Commission Meeting Minutes Monday, May 11, 2026

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 4:01 p.m., Monday, May 11, 2026, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Warren Hendrickson, Director of Operations; Shawn Gilbertson, Director of Environmental Planning and Programs; Taber Lee, Marketing and Outreach Senior Manager; and Missy Goodell, Commission Coordinator.

Guest: Cheryl Selby, Olympia AHA! Museum and Visitor Center Board President.

Approval of Agenda

Commissioner Hansen moved to amend the agenda, moving Action Item H.1. *Port of Olympia Community Advisory Committee Resolution* to Item J.1. on the Advisory Calendar. Commissioner Montano seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She announced that the Port welcomed the newest member of the Port team, Jake Hobson, our new Airport Maintenance Technician. The Port recently hosted students from Ignite Academy, a homeschool program in the North Thurston School District for a tour of the marine terminal. The Port participated in the Annual Lacey Chamber Golf Classic and will attend the Yelm Chamber May Forum where speakers Fire Chief Mark King and Fire Marshall Matt Russell will speak about all things related to Fire Safety.

Next week, Alex Smith will be joining Port staff and several commissioners at the WPPA Spring Meeting in Skamania. This event provides a valuable opportunity to gain industry insights, engage in discussions on key port-related topics, and connect with colleagues from across the state in an environment designed for networking and learning.

Regarding the Sandman, community members can visit the Port's website and navigate to the Community Hot Topics section. The most recent updates and a detailed fact sheet outlining the latest plans for the historic tug are available.

The current Port Pulse publication for the month of May, featuring up-to-date information on activities and developments around the Port is available. This month's edition highlights our "maritime" theme in celebration of National Maritime Month. Thank you to the Port staff, local organizers and all the community members who put on some great community events this past week throughout Port properties along the peninsula's waterfront. Much success was had with the Pacific Coast Shellfish Growers Association Annual SLURP and Wooden Boat Festival alongside Swantown Marina's first Maritime Trades Fair that brought in 30 vendors a few hundred community members to Swantown Marina.

On May 5, the Port hosted our first free public marine terminal tour of the year. Community members can join us for free marine terminal tours the first Tuesday of each month through September. Those wishing to attend can email inquiries@portolympia.com to reserve a spot.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Thirteen individuals provided public comment regarding the Evergreen pool, and DERT.

Commission Response to Public Comment / Follow-Up to Public Comment

Commissioners provided input to public comments.

Partner Spotlight

Olympia AHA! Museum and Visitor Center. Cheryl Selby, Board President of Olympia AHA! Museum and Visitor Center gave a presentation on the new museum and visitor center, whose mission is to "create a museum and visitor center that will be a destination and gathering place for learning about, and becoming inspired by, Olympia's uniquely rich arts, cultures, and history."

The Olympia Arts and Heritage Alliance (AHA) was founded in 2018. The intent of the alliance was to secure a facility for the purpose of housing an Olympia museum focused on art, culture and history/heritage that will both be economically sustainable and foster economic development in Olympia. The museums Vision and Core Values were also shared.

Consent Calendar

Commissioner Montano moved to approve the consent agenda as presented; Commissioner Hansen seconded the motion. Motion passed unanimously.

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

Port of Olympia Community Advisory Committee (POCAC). Alex Smith, Executive Director, shared that over the past eight months, the Port of Olympia Community Advisory Committee (POCAC) and Port Staff have been updating a draft of the Commission Resolution that governs the POCAC and its operations, as well as a draft of the Operating Procedures and Rules the POCAC is to follow in conducting its business. The POCAC discussed the drafts in a joint meeting with the Port Commission on March 16, 2026, and additional changes to the documents were proposed following that meeting. The draft documents before the Commission are the most recent versions supported by POCAC members.

New or clarified provisions in the draft Resolution and Operating Rules were shared and discussed.

Commissioner Reports/Discussion

Commissioner Vasavada had no report.

Commissioner Toompas attended the Local Officials Social hosted by Thurston County.

Commissioner Unsoeld attended the Maritime Industries event.

Commissioner Hansen reported that he also attended the Maritime Industries event and the SLURP! event, where he won the "Slurp Off" representing the Port of Olympia.

Commissioner Montano will attend an Experience Olympia and Beyond meeting next week.

Additional Public Comment

None.

Other Business

A Work Session to discuss the Evergreen Pool was requested. Multi-jurisdictional convening was also requested.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting, a Work Session, will be held on Monday, May 18, at 4:00 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, May 11, 2026, regular meeting was adjourned at 5:15 p.m.

Jasmine Vasavada, President

Joel Hansen, Secretary

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**Commission Special Meeting/Executive Session Minutes
Monday, May 11, 2026**

Call to Order – Special Meeting

Commission President Jasmine Vasavasa called the Commission Executive Session of May 11, 2026, to order and open to the public at 5:15 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director; Mike Reid, Director of Community and Economic Development; Heather Burgess, General Counsel.

Executive Session

At 5:15 p.m. Commission President Jasmine Vasavada, announced that the Commission would recess into a closed Executive Session until 6:00 p.m. to discuss the minimum price at which real estate will be offered for sale or lease, RCW 42.30.110(1)(c).

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 6:00 p.m. No decisions were made, and no action was taken.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, May 11, 2026, Commission Special Meeting/Executive Session was adjourned at 6:00 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary



Commission Special Meeting/Executive Session Minutes
Tuesday, May 12, 2026

Call to Order – Special Meeting

Commission President Jasmine Vasavasa called the Commission Executive Session of May 12, 2026, to order and open to the public at 5:00 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director.

Executive Session

At 5:00 p.m. Commission President Jasmine Vasavada, announced that the Commission would recess into a closed Executive Session until 6:00 p.m. to evaluate the qualifications of an applicant for public employment, RCW 42.30.110(1)(g).

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 6:00 p.m. No decisions were made, and no action was taken.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Tuesday, May 12, 2026, Commission Special Meeting/Executive Session was adjourned at 6:00 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary



Commission Work Session Minutes Monday, May 18, 2026

Call to Order

Commission President Jasmine Vasavada called the Commission Work Session of May 18, 2026, to order and open to the public at 4:01 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Guests: Paul Brewster, Project Lead, Interim Planning Manager, Thurston Regional Planning Council (TRPC); Chelsea Embree, Associate Planner, Engagement Specialist, TRPC; William Ward, Chief Administrative Officer, The Evergreen State College; Henry Valz, Community Organizer; Paul Simmons, City Manager, City of Tumwater; Heather Antanaitis, CEO, Thurston County PARC Foundation; Jim McCain, Thurston County PARC Foundation.

Guests Attending Remotely: Madalina Calen, Project Manager and Lead Economist, BERK; Dr. Spencer Cohen, Strategic Advisor and Economic Impact Analysis Support, High Peak Strategy (HPS); Elizabeth Yen, Owner King Aquatic Club.

Staff: Alex Smith, Executive Director; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Taber Lee, Communications and Marketing Senior Manager; and Missy Goodell, Commission Coordinator.

Approval of Agenda

Commissioner Montano moved to approve the agenda. Commissioner Unsoeld seconded the motion. Motion passed unanimously.

Economic Benefit Study – BERK Proposal

The Commission was presented the results of Port of Olympia Commission interviews performed by BERK Consulting and briefed on the scope of the work.

Madalina Calen, Project Manager and Lead Economist, BERK Consulting, and Dr. Spencer Cohen, Strategic Advisor and Economic Impact Analysis Support, High Peak Strategy, presented economic impact study goals that included educational information about the role and functions of the Port; and clear definitions, a robust methodology, and transparent analysis. Economic and fiscal benefits were communicated that included direct, indirect, and induced impacts. Ongoing and anticipated costs analysis, and community impacts and deliverables were also shared. The proposed project timeline and budget was given.

Port Peninsula Master Plan Policy Foundations

Paul Brewster, Project Lead, Interim Planning Manager, and Chelsea Embree, Associate Planner – Engagement Specialist, both with Thurston Regional Planning Council (TRPC), presented information that clarified how the Port's existing long-range policy direction, including "Vision 2050 Port of Olympia" and "Destination Waterfront" should inform the development of a future Port Peninsula Master Plan scope of work. The discussion provided a high-level guidance to TRPC and Port staff regarding the policy assumptions, areas for further evaluation, and topics that should be addressed through the master planning process.

Evergreen Pool Discussion

It was announced that the Port Commission was interested in creating a forum for a public community conversation, to include stakeholders from The Evergreen State College, community advocates and a swim club looking to keep the pool open in partnership with the college.

It was acknowledged that this pool exists as a facility at Evergreen State College and that the Port of Olympia Commission has no jurisdiction over this pool. The Port of Olympia Commission is interested in facilitating a transparent conversation about a piece of infrastructure that has regional significance as the Port is an economic development entity. A sustainable way to move the pool forward is being sought.

Guest Introductions:

Henry Valz, Community Advocate
Joellen Wilhelmn, Community Advocate
Elizabeth Yen, King Aquatic Club
Heather Antanaitis, CEO, Thurston County PARC Foundation
Jim McCain, Thurston County PARC Foundation
William Ward, Chief Administrative Officer, The Evergreen State College
Paul Simmons, Tumwater City Manager

Paul Simmons, City Manager with the City of Tumwater, gave a presentation on efforts to date related to developing a second public facilities district as a long-term funding solution for a regional public pool. Steps to move forward were shared. The City of Tumwater is supportive of the Evergreen pool remaining open and having a public pool that meets the recreational and competitive needs of the community.

William Ward, Chief Administrative Officer with The Evergreen State College, presented information related to annual pool operating and capital expenses for maintenance and cleaning, and some of the repairs currently in need of attention (the pool exterior, electrical room ceiling, stream supply line, pool supply water pipe and deteriorated ceiling). The school is looking for partners to help with a financial solution to assist with operating and capital expenditures.

Henry Valz, Community Organizer, then offered more information on the efforts made to support the continuation of The Evergreen State College pool. His group has a plan to work with community groups and stakeholders, to apply for grants, and facilitate needed repairs.

Heather Antanaitis, CEO, Thurston County PARC Foundation, added that they believe they have a sustainable plan that not only takes care of improvements to the facility, but they have a path forward to becoming a nonprofit entity so they can work with government agencies and the community to start collecting money, and they can partner and enter into contracts.

Elizabeth Yen, owner of King Aquatic Club, a state-wide swim club, indicated the swim club is looking to collaborate with Evergreen by introducing youth competitive teams, children's swim lessons, and a senior masters program.

Other factors include revenue-generating models, including a fee structure tied to lane usage and active swimmer volume, alongside rental fees from local schools, independent teams and community classes.

Olympia High School head swim coach Henry Valz said he recently presented a pro formal financial model to partners demonstrating that operating the public pool could be done sustainably. He said a grant proposal is being readied for the Washington State Department of Commerce.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, May 18, 2026, Commission Work Session was adjourned at 6:37 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary



Commission Meeting Minutes Tuesday, May 26, 2026

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 4:02 p.m., Tuesday, May 26, 2026, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Shawn Gilbertson, Director of Environmental Planning and Programs; Mike Reid, Director of Community and Economic Development; Taber Lee, Marketing and Outreach Senior Manager; and Missy Goodell, Commission Coordinator.

Attended Virtually: Afsin Yilmaz, Marine Terminal Senior Manager.

Guest: Heather Antanaitis, Chief Executive Officer, PARC Foundation of Thurston County.

Approval of Agenda

Commissioner Hansen moved to approve the agenda, Commissioner Montano seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She announced that Commissioners Unsoeld, Toompas, Vasavada and Hansen along with some Port staff, attended the WPPA 2026 Spring Meeting, held at Skamania Lodge in Stevenson, Washington. Alex Smith attended the South Sound Military and Communities Partnership breakfast and heard from community partners who collaborate with JBLM on a variety of joint priorities and initiatives. Director Smith spoke at Leadership Thurston County's Environment Day, where she highlighted the many environmental projects and initiatives the Port of Olympia Environmental team works on every day.

On National Maritime Day, May 22, the Port of Olympia celebrated Mike Crawford Port Day. Six years ago, Port of Olympia employee, Mike Crawford, retired after 40+ years with the Port. Mike was such an innovative, passionate, inspiring, and dedicated employee that the Port Commission at that time passed resolution 2020-05 recognizing Mike for his years of dedicated service and deeming May 22, Mike Crawford Port Day.

Last Friday, the Port of Olympia hosted more than 50 seventh-grade students from Yelm Middle School. It was a busy day on the terminal with two vessel operations underway, giving the students an up-close

look at international imports and exports. They also learned about water quality, the Port's environmental initiatives, port history, and gained insights into the timber industry thanks to Weyerhaeuser's participation. On June 2, the Port of Olympia will host their 2nd free public marine terminal tour of the year. Community members can join the Port for free marine terminal tours continuing the first Tuesday of each month through September. If interested in attending, please email inquiries@portolympia.com to reserve your spot.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Four individuals provided public comment regarding Slurp!, the Habitat Conservation Plan, and the PIDP grant.

Commission Response to Public Comment / Follow-Up to Public Comment

Each commissioner provided input to public comments.

Partner Spotlight

PARC Foundation of Thurston County. Heather Antanaitis, Chief Executive Officer at PARC (parks, arts, recreation, and culture), provided information on the goals and mission of the PARC Foundation and how they might work with the Port of Olympia to preserve the quality of life in Thurston County through enhancing parks, arts, recreation, and cultural activities. This can be accomplished when PARC brings funding, partnerships, and visibility to city, county, and partner's programs.

PARC helps by serving as a conduit to community groups; supporting smaller jurisdictions with government relations work/advice; and directly applying for grants and funding not available to the Port.

How PARC invests in our community was shared as was their 2026 Plan to expand community investment, deepen regional partnerships, and building long-term sustainability.

Consent Calendar

Commissioner Montano moved to approve the consent agenda as presented; Commissioner Hansen seconded the motion. Motion passed unanimously.

Action Calendar

Port of Olympia Community Advisory Committee (POCAC) Resolution and Operating Rules. Alex Smith, Executive Director, provided background on the process updating the POCAC Resolution and Operating Rules:

Over the past eight months, the Port of Olympia Community Advisory Committee (POCAC) and Port Staff have updated a draft of the Commission Resolution that governs the POCAC and its operations, as well as a draft of the Operating Procedures and Rules the POCAC is to follow in conducting its business. The POCAC discussed the drafts in a joint meeting with the Port Commission on March 16, 2026, and

additional changes to the documents were proposed following that meeting. The draft that came out of that meeting, and the Resolution that this draft would replace (Resolution 2025-02) are included in the packet.

The draft Resolution and Operating Rules include the following changes from Resolution 2025-02:

1. Capping the number of POCAC members at 15, with a goal of three members from each district;
2. Commission assignment of tasks to the POCAC based on ideas generated by the POCAC, Port staff, or the Commission, using a form that identifies the task, the anticipated work, the proposed deliverable, the timeline for completing the task, and the staff resources needed;
3. Three standing subcommittees: (a) Public Access; (b) Environmental Stewardship; and (c) Economic Opportunities;
4. The possibility of additional ad hoc subcommittees to address specific issues; and
5. Ethics and rules of engagement for POCAC members during meetings.

POCAC Resolution Provisions for Commission Decision:

There are three provisions in the draft POCAC Resolution that the Commission asked be brought forward for additional discussion: (1) the selection of POCAC members; (2) whether all POCAC positions are open for recruitment; and (3) the selection of POCAC Officers. Input was solicited from Commissioners on the three provisions, and the following is compiled for Commission consideration:

Provision 1: Selection of POCAC Members:

- The Port will advertise the opportunity to apply to serve on the POCAC
- Each Commissioner will nominate three candidates

Option A:

Each Commissioner shall nominate three candidates for POCAC membership: one from within his or her district, and two "at-large" candidates from within Thurston County.

Option B:

Each Commissioner shall nominate three candidates for POCAC membership: two from within his or her district, and one "at-large" candidate from within Thurston County.

Discussion followed.

Motion: Commissioner Hansen moved to amend POCAC Resolution 2025-02, adopting Option A as presented above, in the selection of POCAC Members. Commissioner Montano seconded the motion. Motion passed unanimously.

Provision 2: Whether All Seats Are Open for Recruitment:

Option A:

On adoption of this Resolution, the Commission will open all POCAC positions for recruitment and appointment. Current POCAC members are encouraged to submit their names for reappointment. For the first selection period following adoption of this Resolution, each Commissioner shall use one of their at-large nominations to nominate a current member of the POCAC who has chosen to submit his or her name for consideration.

Option B:

On adoption of this Resolution, the Commission will open all POCAC positions for recruitment and appointment. Current POCAC members are encouraged to submit their names for reappointment.

Discussion followed.

Motion: Commissioner Hansen moved to amend POCAC Resolution 2025-02, adopting Option A as presented above, regarding whether all seats on the POCAC are open for recruitment. Commissioner Montano seconded the motion. Discussion followed; Commissioner Vasavada called for the question. Motion passed with a majority vote of 3 in favor and 2 opposed. Voting in favor: Commissioner Hansen, Commissioner Montano, and Commissioner Vasavada. Voting against: Commissioner Toompas and Commissioner Unsoeld.

Provision 3: Selection of POCAC Officers:

Option A:

The POCAC Chair and Vice Chair shall be selected annually by the Commission. In November of each year, the Executive Director will solicit names of POCAC members interested in serving as Chair or Vice Chair for the following year. The Executive Director will forward the names of all POCAC members interested in serving as Chair and Vice Chair to the Commission for their consideration. The Commission will select a Chair and Vice Chair in an open public meeting each December.

Option B:

The POCAC Chair and Vice Chair shall be selected by majority vote of the POCAC members.

Motion: Commissioner Unsoeld moved to amend POCAC Resolution 2025-02, adopting Option A as presented above, in the selection of POCAC Officers. Commissioner Vasavada seconded the motion. Discussion followed; Motion passed with a majority vote of 3 in favor and 2 opposed. Voting in favor: Commissioner Unsoeld, Commissioner Montano, and Commissioner Vasavada. Voting against: Commissioner Hansen and Commissioner Toompas.

POCAC Operating Rules Provisions for Commission Decision:

Proposed changes to Operating Rules:

- The Operating Rules specify protocols for meetings and POCAC member engagement
- Proposed changes include:
 - Rules of Engagement
 - Methods for holding members accountable to the Rules of Engagement
- Two areas remain for Commission decision in the operating rules

Two Areas Remain for Commission Decision in the POCAC Operating Rules:

- Whether the POCAC Standing Agenda includes public comment; and
- Whether to allow POCAC members to use either a Port email or their personal email account to conduct POCAC business.

Discussion followed regarding the decision of whether the POCAC Standing Agenda should include public comment.

Motion: Commissioner Unsoeld moved to continue to allow Public Comment at POCAC meetings; Commissioner Hansen seconded the motion. Discussion followed. Commissioner Vasavada called for the question. Motion fails with a majority vote of 4 opposed and 1 in favor. Voting in favor: Commissioner Unsoeld. Voting against: Commissioner Hansen, Commissioner Montano, Commissioner Toompas and Commissioner Vasavada.

Discussion followed regarding whether to allow POCAC members to use either a Port email or their personal email account to conduct POCAC business.

Motion: Commissioner Hansen moved to allow POCAC members to use either a Port email or their personal email account to conduct POCAC business. Commissioner Montano seconded the motion. Discussion followed. Commissioner Vasavada called for the question. Motion passed with a majority vote of 4 in favor and 1 opposed. Voting in favor: Commissioner Hansen, Commissioner Montano, Commissioner Toompas and Commissioner Vasavada. Voting against: Commissioner Unsoeld.

Motion: Commissioner Hansen moved to incorporate all Commission decisions/motions documented above into a final draft POCAC Resolution and Operating Rules for Commission adoption and to postpone final adoption until the next Commission meeting with the item to be presented on the Consent Calendar. Commissioner Vasavada seconded the motion; motion passed unanimously.

Action/Other Calendar

PIDP Grant Application Approval. Alex Smith, Executive Director, and Afsin Yilmaz, Marine Terminal Senior Manager, shared that staff are seeking Commission approval to include berth dredging in the PIDP grant application. Commission approval is needed because Port Policy 1008 authorizes the Executive Director to apply for grants for projects that are in the approved budget or capital investment plan (CIP); or grants for new projects that require a Port match of less than \$300,000. Any other grants need Commission approval before the Port can apply for them.

Although the warehouse is in the budget and the CIP, the berth dredging is not and the Port match required for it will exceed \$300,000, hence the request for Commission approval to include berth dredging in the grant application. It is an "Action Other" item because PIDP grant applications are due June 1, 2026.

Background: PIDP Grant Application:

- The Port is seeking a PIDP MARAD grant to cover 70% of the cost of constructing the second warehouse.
- This creates an opportunity to include dredging at the berth areas in the grant application for the warehouse, at a low cost to the Port.
- Port Policy 1008 allows staff to seek grants for projects already in the Capital Investment Plan (CIP), like the warehouse.
- The Policy requires Commission approval to apply for a grant for a project NOT in the CIP, like the proposed dredging.

Background: Marine Terminal Berth Dredging:

- The most recent dredging occurred in February 2015 and was partial, extending to the 1,550-ft. mark on the north end; the dock is 1,750 ft. in total length.
- The Port completed a recent high-quality bathymetric survey on May 12, 2026. This survey was requested by the Puget Sound Pilots.
- Annual U.S. Army Corps of Engineers surveys, private surveys dating to 2020, and the recent May 2026 survey have all been analyzed to assess sedimentation trends and to track conditions in problem areas alongside the dock.
- Sedimentation buildup along both the north and south sides of the berth has progressively reduced the usable berth width.
- Slides were shown that documented this trend and illustrate the overall condition of the berth.

Motion: Commissioner Hansen moved to authorize the Executive Director to include berth area dredging in the PIDP MARAD grant application, as presented. Commissioner Montano seconded the motion. Discussion followed. Commissioner Vasavada called for the question. Motion passed with a majority vote of 3 in favor and 2 opposed. Voting in favor: Commissioner Hansen, Commissioner Montano, and Commissioner Vasavada. Voting against: Commissioner Toompas and Commissioner Unsoeld.

Advisory Calendar

Budd Inlet Cleanup – Dalton, Olmsted & Fuglevand Contract Amendment. Shawn Gilbertson, Director of Environmental Planning and Programs, briefed the Commission on the contract with Dalton, Olmsted, & Fuglevand (DOF), an environmental consulting firm, who is under contract with the Port of Olympia to execute the Budd Inlet sediment investigation Agreed Order with the Washington Department of Ecology (DOE). A contract amendment proposes extending the DOF contract through December 31, 2028, and increasing the budget by \$3,703,000 for a new total not to exceed amount of \$14,294,881.00. The contract extension and increase in budget were expected and the cost will be almost fully covered by Department of Ecology (DOE) Remedial Action Grants and legislative appropriations.

Next steps are to bring this contract amendment to the June 8, 2026, Commission meeting for approval.

Habitat Conservation Plan – Update and Amendment to Interlocal Agreement with City of Tumwater. Shawn Gilbertson, Director of Environmental Planning and Programs shared that the Port of Olympia and City of Tumwater signed an interlocal agreement (ILA) in 2016 to jointly develop Bush Prairie Habitat Conservation Plan (BPHCP) for the City of Tumwater, including the Olympia Regional Airport and surrounding Port properties. This ILA has been amended three times over the course of the last decade, mostly to allow for time extensions and to add shared grant responsibilities. This proposed fourth amendment to the ILA is to account for an increase in the scope and cost of consulting services needed to complete the draft HCP and associated environmental review and permitting requirements. The projected increase to the Port's BPHCP budget is \$60,500 in 2026 and \$32,553.95 in 2027.

Next steps are to bring this ILA amendment to the June 8, 2026, Commission meeting for approval.

Commissioner Reports/Discussion

Commissioner Toompas reported that he attended the WPPA 2026 Spring Meeting, and the May Port of Olympic Community Advisory Committee (POCAC) meeting.

Commissioner Unsoeld attended a Solid Waste Advisory Committee meeting; a meeting with Commissioner Hansen and Olympia airport hangar tenants; and the WPPA 2026 Spring Meeting where he had helpful interactions with Port Associate members.

Commissioner Hansen reported that he also had attended the WPPA 2026 Spring Meeting resulting in many positive discussions.

Commissioner Montano attended an Experience Olympia & Beyond meeting; and the May Thurston County Chamber Forum (sponsored by the Port of Olympia), with opening remarks by Mike Reid, Port of Olympia Director of Community and Economic Development.

Commissioner Vasavada shared that she included a meeting agenda from Thurston Regional Planning Council (TRPC) in the May 26, 2026, Port of Olympia Commission meeting packet. She also attended the WPPA 2026 Spring Meeting, and enjoyed meeting with Commissioners from the Ports of Centralia, Port Townsend, and Camas-Washougal.

Additional Public Comment

None.

Other Business

Commissioner Vasavada requested meetings to discuss upcoming Commission agendas.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, June 8, at 4:00 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Tuesday, May 26, 2026, regular meeting was adjourned at 6:43 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary



Commission Meeting Minutes Monday, June 8, 2026

Call to Order

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 4:00 p.m., Monday, June 8, 2026, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Shawn Gilbertson, Director of Environmental Planning and Programs; Mike Reid, Director of Community and Economic Development; Chris Paolini, Airport Senior Manager; Taber Lee, Marketing and Outreach Senior Manager; and Missy Goodell, Commission Coordinator.

Guest: Kyle Baxter, Northwest Helicopters.

Approval of Agenda

Commissioner Montano moved to approve the agenda, Commissioner Toompas seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She announced that SPX Technologies, a company that specializes in solar airfield lighting, has partnered with Crouse-Hinds, a company that manufactures airfield lighting control systems, to expand the usability of complete solar airfield lighting systems at airports. Because the Olympia Regional Airport installed the Crouse-Hinds airfield lighting control system, as part of our runway project last year, we were a perfect candidate for SPX Technologies to install their solar lights on our airfield for demonstration and promotion of their integration with Grouse-Hinds systems. Airside Solutions is our local airfield lighting supply representative for these products and has partnered with SPX Technologies and Crouse-Hinds to install the solar lights on their behalf. These solar lights now illuminate the airport's longest taxiway, Taxiway "F", which has never had lighting until now. We are very excited and grateful for the opportunity to partner with these organizations to enhance our airport's usability and safety under low visibility and nighttime operations. In addition to the improvements to safety, this is a green energy system powered through renewable energy from the sun.

The Port hosted 25 fourth-grade students from Madison Elementary, giving the students an up-close look at Port operations and equipment. They also learned about water quality, our environmental initiatives, port history, and gained insights into the timber industry thanks to Weyerhaeuser's participation.

The Port of Olympia had the opportunity to partner with the Thurston County EDC to support the annual INSPIRE Women's Business Conference in Lacey. It was a day dedicated to recognizing women leaders in our community, featuring local guest speakers, networking opportunities, and valuable insights into our regional economy.

The third public marine terminal tour of the year was conducted. On June 6, our local community partner, SWAE Night Markets, hosted their second Car Meet at the Port's NorthPoint location. With more than 30 vendors and approximately 200 cars, the event created a vibrant scene full of photo opportunities, networking, and community building.

In preparation for the upcoming POCAC recruitment efforts, a clear overview of the application process and where to find key information was provided.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Five individuals provided public comment regarding Budd Inlet, dredging, air quality, aquatic facilities, and the Economic Impact Study.

Commission Response to Public Comment / Follow-Up to Public Comment

Input to public comment was provided.

Partner Spotlight

Olympic Air Show and Olympic Flight Museum. Kyle Baxter, Museum Director, Northwest Helicopters, shared information about the Olympic Flight Museum, a non-profit aviation museum located at the Olympia Regional Airport in Tumwater. Founded in 1998, their mission is to preserve, restore, and share aviation history with future generations. Their goal is to allow visitors to experience the sights, sounds, and excitement of historic or aviation.

Unlike many museums, most of their aircraft do fly, they fly at random times throughout the year, they perform at different air shows, and their own air show. There are opportunities for children and adults to climb on board the aircraft, and touch, move, push, and pull things, and see the results of those movements.

The Olympic Flight Museum works with the Hands On Children's Museum and has a reciprocal relationship with the Museum of Flight in Seattle. Each year the Olympic Flight Museum hosts an air show held Father's Day weekend. This year it will be held June 20 and 21, 2026. A new shuttle bus service has been established allowing quick movement to a new parking area.

The museum serves as an educational resource for the community, both aviation and military. Their space can be used for birthday parties, gatherings, or commission meetings. School students take field trips to tour their museum. These field trips include a mini aviation class with paper airplanes that teach

the four things you need to overcome for aviation: lift, gravity, thrust and drag. Their meeting space is also used for trainings with Airlift Northwest, Tumwater Fire Department, and Medic One.

Consent Calendar

Commissioner Hansen moved to approve the consent agenda as presented; Commissioner Montano seconded the motion. Motion passed unanimously.

Action Calendar

Economic Impact Study – BERK Contract. Mike Reid, Director of Community and Economic Development, presented background information on this agenda item: In October 2025, the Port issued RFP 2025 1047 seeking a consultant to complete an updated Economic Impact Study across all Port business lines. Seven proposals were evaluated by Port staff and members of the Port's Community Advisory Committee, who unanimously recommended BERK Consulting. BERK's proposal emphasized methodological transparency, defensibility, and clear public communication.

As a first phase of the project BERK conducted pre-scoping interviews with each Commissioner to ensure alignment with Commission expectations. A revised Scope of Work was developed (May 11, 2026) that reflected these priorities. On May 18, 2026, BERK presented the revised scope (also referred to as Phase II) at the Commission Work Session, walked through methodology, and addressed questions. Staff is now seeking Commission approval of the contract and scope to begin the study.

The financial impact of Phase II and how this project aligns with Vision 2050 was shared: The Economic Impact Study directly supports the Vision 2050 Action Plan by enhancing transparency and public understanding of the Port's value. Most prominently, it aligns with: *Action 51 – "Communicate community benefits of Port activities: Expand messaging about the value of investments that may not directly benefit the Port but otherwise benefit the community."*

Goals, deliverables, a projected timeline, and proposed budget was also discussed.

Discussion followed.

Motion: Commissioner Hansen moved to approve the proposed Scope of Work and contract with BERK Consulting for the Economic Impact Study, as presented; Commissioner Montano seconded the motion. Motion passed with four votes in the affirmative and one vote dissenting.

Action/Other Calendar

None.

Advisory Calendar

2026 Action Plan. Alex Smith, Executive Director, presented the Port of Olympia 2026 Action Plan pursuant to Vision 2050. By Commission Resolution, Vision 2050 has been designated as the "Port's Plan" for our organizational focus for the future, it contemplates that the Port will complete one-year and five-year action plans to implement the vision. Staff developed an action plan for 2026 and they worked through it with the Commission at a retreat on March 24, 2026. The Action Plan reflects

Commission input from both March 24, 2026, retreat and an earlier Commission retreat held in February 2026.

The 2026 Action Plan identifies the actions Port staff plan to take pursuant to Vision 2050's ten policy goals. Items in the 2026 Action Plan are funded by the 2026 Annual Budget and 2026 Capital Investment Plan, approved by the Port Commission on November 24, 2026. Individual capital projects detailed in the 2026 Action Plan will undergo environmental review as part of their permitting processes.

Each goal was described with details.

This Action Plan is on the agenda for the June 15, 2026, Work Session. Staff will then bring it to the Commission for approval at the June 22, 2026, Commission Meeting.

A retreat will be held in August to formulate a five-year plan with Commission direction (the five-year plan will cover January 1, 2027 through December 31, 2031). The 2026 one-year Action Plan will be finalized this August through December. After alignment with the budget, the plan will be shared with the community as the Commission prepares to adopt the 2027 budget.

Commissioner Reports/Discussion

Commissioner Montano attended a Lacey Chamber of Commerce meeting, and a tour of the Port with Representative Lisa Parshley.

Commissioner Unsoeld attended a Thurston Regional Planning Committee (TRPC) meeting.

Commissioner Hansen reported that he attended an Economic Development Council board meeting, and he reviewed the Port's Bills and Vouchers with a Port accountant. When he attended the Grand Mound / Rochester Chamber of Commerce meeting, in the absence of their scheduled speaker, Commissioner Hansen gave a last-minute talk regarding the Port of Olympia. He met with Charles Castanzo, a consultant hired by WPPA, for the Marine Industrial work.

Commissioner Vasavada shared that she appreciated the opportunity to tour the Marine Terminal with Commissioner Montano, staff, and Representative Parshley.

Additional Public Comment

None.

Other Business

Commissioner Vasavada requested that the upcoming budget Work Session include information on reserves and provide other port budget examples.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting, a Work Session, will be held on Monday, June 15, at 4:00 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, June 8, 2026, regular meeting was adjourned at 5:40 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary

DRAFT



**Commission Executive Session Minutes
Tuesday, June 9, 2026**

Call to Order – Special Meeting

Commission President Jasmine Vasavasa called the Commission Executive Session of June 9, 2026, to order and open to the public at 5:00 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director; Chris Pierce-Wright, General Counsel; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Planning and Programs; Brent Barnes, Director of Enterprise Services; and Warren Hendrickson, Director of Operations.

Executive Session

At 5:00 p.m., Commission President Jasmine Vasavada announced that the Commission would recess into a closed Executive Session until 6:00 p.m. to consider the acquisition of real estate RCW 42.30.110(1)(b).

At 6:00 p.m. Commissioner Vasavada returned the meeting to order and extended the Executive Session 15 minutes, to 6:15 p.m.

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 6:15 p.m. No decisions were made, and no action was taken.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Tuesday, June 9, 2026, Commission Special Meeting/Executive Session was adjourned at 6:15 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary



Commission Work Session Minutes Monday, June 15, 2026

Call to Order

Commission President Jasmine Vasavada called the Commission Work Session of June 15, 2026, to order and open to the public at 4:00 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Jasmine Vasavada – President, Sarah Montano – Vice President, Joel Hansen – Secretary, Jerry Toompas and Krag Unsoeld.

Staff: Alex Smith, Executive Director; Brent Barnes, Director of Enterprise Services; Shawn Gilbertson, Director of Environmental Planning and Programs; Mike Reid, Director of Community and Economic Development; and Missy Goodell, Commission Coordinator.

Attended Virtually: Warren Hendrickson, Director of Operations.

Approval of Agenda

Commissioner Hansen moved to approve the agenda. Commissioner Toompas seconded the motion. Motion passed unanimously.

Budget Discussion: Budget as a Communications Tool

Executive Director Alex Smith shared that the Port of Olympia budget, while complying with State Auditor's Office accounting requirements, does not explain or provide context for the numbers in the budget. Accordingly, members of the public have had questions about issues like:

- a. The profitability of our business units;
- b. Whether tax levy proceeds subsidize Port any business lines;
- c. How bond debt payments are allocated;
- d. How costs associated with the Port's being a special purpose government are tracked and allocated; and
- e. Whether we are building a reserve for asset maintenance and replacement.

Staff looked for budget documents from other ports to see how they address these issues in their budget documents. First reviewed were ports of a similar size and that have similar business lines as the Port of Olympia. Staff also included budget documents from larger ports that have a reputation for highly effective communications. The following budgets were reviewed:

- [Port of Anacortes](#)
- [Port of Everett](#)
- [Port of Port Townsend](#)
- [Port of Port Angeles](#)
- [Port of Vancouver](#)

Director Smith shared that the purpose of this work session item is to look at examples of budget documents other ports have used to communicate about their budgets with the public. The goal of the conversation is to identify examples that the Port of Olympia can use to improve how we communicate with the public about our finances and budget.

Suggested content included

- 1) Background/Context
 - a. Information about the Port
 - b. Budget Assumptions
 - c. Impact of Broader Economy
 - d. Five-year Comparisons
- 2) Tax Levy – Amount and Use
 - a. Amount of Tax Levy
 - b. Millage Rate
 - c. Comparisons
 - d. Use of Tax Levy
 - i. Port Policy
 - ii. Actual Use
- 3) Business Line Performance
 - a. Profitability
 - b. Explain depreciation and debt
 - c. Explain benefit to community
 - d. Explain challenges
- 4) Bond Debt
 - a. Amount of debt
 - b. Amount of annual payments
 - c. Commission Policy on bond debt
- 5) Capital Investments
 - a. Projects
 - b. Amount of Port Funds
 - c. Amount of Outside Funds
- 6) Environmental Initiatives
 - a. Port investment in them
 - b. Importance/benefit of them
 - c. Amount of Port funds
 - d. Amount of Outside funds

The type of format for this tool was discussed, and whether to embed budget content into the communication tool or have budget documents separated from the communication tool.

Commissioners provided input on this type of communication tool. Staff will incorporate the ideas generated from this discussion into a draft budget document for Commission review and feedback.

2026 Action Plan Discussion

The Commission reviewed and provided input on the 2026 Action Plan at a retreat held March 24, 2026. An updated draft that reflects the Commission's changes and priorities from both the March 24th retreat, and an earlier February 2026 Commission retreat was shared and discussed.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, June 15, 2026, Commission Work Session was adjourned at 5:13 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Joel Hansen, Secretary

COVER MEMO

Briefing Date/Time: September 28, 2026
Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001
alexs@portolympia.com
Subject: Contract Amendment - TDJ CPA, Inc.
Purpose: ☐ Information Only ☒ Decision Needed

Type of Agenda Item:

- Action/Other

Background:

Teresa D. Johnson, CPA, Inc. (TDJ) is our current CPA firm that assists with complex GAAP, GASB, and WA State Auditor's Office financial and compliance matters. TDJ was awarded this contract in December 2024 after responding to (RFP) 2024-1041 Certified Public Accountant Services. TDJ's accountants previously worked at the State Auditor's office and have specific expertise to assist us during audits.

Summary and Financial Impact:

This is a Personal Services Contract awarded in Dec. 2024, Contract 2024-1041 for Certified Public Accountant Services.

- The current contract end date is 12-31-2026.
- Our current request is to add \$10,000 to the not-to-exceed amount for the contract.
- The requested additional funds are needed to assist the Port negotiations with the SAO to finalize the 2025 audit and finalize the 2026 Annual Report.
- The not to exceed (NTE) amount has previously been increased twice by the Commission in July of 2025 and March of 2026.
- The current NTE is \$96,500 with \$89,000 spent.
- We will do an RFP for a new contract before the year's end.

Alignment with Vision 2050:

Focus Area: 3 Admin; Goal 41 – Improve the Port's ability to make decisions, resolve issues and achieve its objectives.

Environmental Considerations and Review: n/a

Alternatives Considered:

Staff the request or not approve the request.

Staff Recommendation:

Please approve this request for an increase of the Not to Exceed amount by \$10,000 – Teresa D. Johnson, CPA, Inc. – Contract 2024-1041.

Document(s) Attached:

Contract Fiscal Summary – Contract 2024-1041



PORT of OLYMPIA

CONTRACT MANAGEMENT TOOL

Agreement No.: 2024-1041		Agreement Title: Technical Accounting Services				
Contract Manager: Trisha Miller		Agreement Type: Personal	Solicitation Type: Direct			
Contractor: Teresa Johnson CPA		Contact Name: Teresa Johnson				
Website:		Disadvantaged Business				
Address: 6012 NW 169th St.		Phone No.:				
Ridgefield, WA 98642		Cell No.:				
Email: teresa@tdj.cpa		Retainage Required				
Execution Date: 12/11/24		Expiration Date: 12/31/26	Contract Value: \$ 96,500.00			
Has this Contract Been Amended? Yes		Commission Approved Yes				
Contract Fiscal Summary:						
Invoice Date	Invoice No.	Invoice Subtotal	Invoice Tax	\$ Available on Contract	Retainage Amount	Amount Paid
02/04/25	7245	\$ 14,270.53		\$ 82,229.47	\$ -	\$ 14,270.53
03/03/25	7277	\$ 11,524.84		\$ 70,704.63	\$ -	\$ 11,524.84
03/31/25	7344	\$ 7,828.89		\$ 62,875.74	\$ -	\$ 7,828.89
04/30/25	7384	\$ 7,653.56		\$ 55,222.18	\$ -	\$ 7,653.56
06/30/25	7495	\$ 5,110.61		\$ 50,111.57	\$ -	\$ 5,110.61
11/30/25	7690	\$ 5,583.49		\$ 44,528.08	\$ -	\$ 5,583.49
01/31/26	7788	\$ 4,888.41		\$ 39,639.67	\$ -	\$ 4,888.41
02/28/26	7855	\$ 12,200.51		\$ 27,439.16	\$ -	\$ 12,200.51
04/30/26	7959	\$ 14,302.81		\$ 13,136.35	\$ -	\$ 14,302.81
06/30/26	8042	\$ 3,950.69		\$ 9,185.66	\$ -	\$ 3,950.69
07/31/26	8103	\$ 1,000.10		\$ 8,185.56	\$ -	\$ 1,000.10
Totals:		\$ 88,314.44	\$ -		\$ -	\$ 88,314.44
		\$ 88,314.44				

COVER MEMO

Briefing Date/Time: September 28, 2026
Staff Contact/Title: Alex Smith, Executive Director, 360-528-8001
alexs@portolympia.com
Subject: POCAC Resolution Updates
Purpose: ☐ Information Only ☒ Decision Needed

Type of Agenda Item:

- Action/Other

Background:

On June 8, 2026, the Commission passed Resolution 2026-05 updating the rules governing the Port of Olympia Community Advisory Committee (the POCAC). The Resolution provides for a 15-member POCAC, with a goal of having three members from each of the Port of Olympia election districts. Each Commissioner appoints three POCAC members.

Under the Resolution, each Commissioner nominates three candidates: one from within his or her district and two "at-large" candidates from within Thurston County. The Commission as a whole votes on the full slate of nominations at a public meeting. For this first selection period, each Commissioner uses one of their at-large nominations to nominate a current member of the POCAC who asked to be reappointed.

On August 10, 2026, staff presented an advisory briefing on the initial applicant pool and the recruitment process. At the September 14th Commission Meeting, the Commission appointed a 15-member POCAC with one alternate.

The Commission also recognized that there are areas in the new process for POCAC appointments and Commission participation in POCAC meetings that need improvement. At the September 14th Commission Meeting, the Commission appointed a subcommittee to draft changes to the POCAC Resolution to address these areas. The subcommittee, made up of Commissioners Montano and Hansen, drafted proposed changes to the Resolution, and those are presented for Commission discussion and consideration tonight.

Summary and Financial Impact:

The Commission Subcommittee developed language to address identified shortcomings in the processes laid out in the POCAC Resolution adopted earlier this year (Resolution

2026-05). The proposed changes add clarity to the POCAC appointment process but should not have any financial impact.

Alignment with Vision 2050:

Supports the Vision 2050 Goal to build community partnerships and expand communication and public participation.

Environmental Considerations and Review:

N/A

Alternatives Considered:

Option 1 — Review, discuss, and defer. The Commission discusses the changes to the POCAC Resolution proposed by the Commission Subcommittee but defers action on the amendments until a future meeting.

Option 2 — Review, discuss and vote on the proposed changes. The Commission can also consider the proposed changes and adopt them, or adopt amendments to the proposed changes and adopt the changes as amended.

Staff Recommendation:

Staff recommends the Commission consider choose the alternative that best meets the Commissions need.

Document(s) Attached:

- Resolution 2026-05
- Redlined version of Resolution 2026-05 with the Subcommittee's proposed changes
- Clean version of Resolution 2026-XX with the Subcommittee's proposed changes incorporated

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2026-05**

A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the community advisory committee known as the Port of Olympia Community Advisory Committee (POCAC) and superseding Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10, and 2019-03.

WHEREAS, the Port of Olympia desires to have a community advisory committee to advise the Port of Olympia Commission (Port Commission) on matters it may wish to assign from time-to-time; and

WHEREAS, this Resolution supersedes Port Commission Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10 and 2019-03.

NOW, THEREFORE, BE IT RESOLVED, after due consideration, the Port Commission establishes the following:

1. The Port of Olympia Community Advisory Committee (POCAC):

The POCAC is a committee of community members selected through an application process as determined by the Port Commission.

2. Purpose:

The purpose of the POCAC is to provide input to the Port Commission on tasks assigned by the Port Commission. The purpose is for the POCAC to provide feedback representing a community perspective on Port operations and projects. This feedback is important to fully understand community sentiment related to Port affairs and the areas for which improved communication and transparency may be needed.

3. Composition:

POCAC membership shall consist of fifteen (15) members with membership not to fall under nine (9) members. All members shall be residents of Thurston County. The 15 members shall comprise, if possible, of three (3) members from each of the five (5) Port of Olympia election districts. In the event that each election district is unable to field 3 members the remaining membership shall be recruited from Thurston County community at large. A Port Commissioner and the Executive Director or their designee shall serve as ex officio members of POCAC and attend monthly POCAC meetings. In this case ex officio shall mean non-voting members and will attend to better understand POCAC projects and to provide direct feedback to POCAC on these projects and other Port business.

In making appointments, the Port Commission shall strive to maintain balanced representation from across the Port Commissioner districts and from diverse community perspectives within Thurston County.

The Commission may consider geographic distribution, community involvement, professional background, and other factors necessary to ensure that the committee reflects a broad range of community viewpoints.

4. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward public input received by POCAC members to the Port Commission, who will determine how such unsolicited input shall be handled.

The Port shall supply a commission coordinator to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Port Commission or Executive Director.

The Port Commission or Executive Director will provide guidance when requested by the POCAC. The Executive Director will assign Port staff for expertise, if required and as capacity allows.

5. Assignments:

The Port Commission shall initiate POCAC tasks in writing. The written request shall include a description of the proposed task, staff involvement, schedule and deliverables, if necessary. The POCAC shall review and either accept the task or propose changes to the task for Port Commission review and approval. If a task is proposed to the Port Commission by the POCAC, it shall include a description of the proposed task, staff involvement, schedule and deliverables. The Port Commission may approve, deny or request amendments to the proposed POCAC task. All written task requests shall be in the form set out as an attachment to Exhibit "A" attached to and made a part hereof.

The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

- a. **Report:** This product will help to create an awareness of policy issues among the Port Commission, staff, and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.
- b. **Policy recommendation:** This product will recommend a new policy or modification or amendment to an existing policy. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.
- c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget

process. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

6. Scheduled Meetings:

POCAC shall establish a monthly meeting schedule in the format generally described in Exhibit "A", attached hereto. Monthly meetings shall normally not be held in August or December. Special meetings may be called by a majority of the existing membership or by the Chair of POCAC.

7. Community Involvement:

The POCAC, with Port Commission approval, may solicit public opinion in a manner consistent with assignments and Port Commission priorities.

All the POCAC's scheduled meetings will be open to the public.

8. Sub-Committees:

POCAC is comprised of three (3) standing subcommittees, Public Access Environmental Stewardship, and Economic Opportunities. Assignments shall generally be evaluated by the full POCAC to determine how best to accomplish them. The POCAC may accomplish the assignment as a full body or assign to the appropriate subcommittee. In the event an Assignment does not fall within the coverage of any of the three subcommittees, an ad hoc subcommittee may be formed to address the Assignment. Once an Assignment is completed by the ad hoc subcommittee, the ad hoc subcommittee shall end its operations with a written notice to the Port Commission.

Each Sub-Committee will select a member to serve as Chair. The Sub-Committee chair shall be elected by a majority vote of subcommittee members. The Sub-Committee chair shall serve no more than two (2) consecutive one-year terms. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meetings and present the final report or presentation to the Port Commission.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

9. Officers:

The officers of the POCAC shall include a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The POCAC members in these positions shall serve no more than two (2) one-year terms.

The POCAC Chair and Vice Chair shall be selected annually by the Commission. In November of each year, the Executive Director will solicit names of POCAC members interested in serving as Chair or Vice Chair for the following year. The Executive Director will forward the names of all POCAC members interested in serving as Chair and Vice Chair to the Commission for their consideration. The Commission will select a Chair and Vice Chair in an open public meeting each December.

The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report will be provided in writing or at a regular Commission meeting or work session. The POCAC shall determine the appropriate format for the report.

10. Terms:

On adoption of this Resolution, the Commission will open all POCAC positions for recruitment and appointment. Current POCAC members are encouraged to submit their names for reappointment.

A full term for POCAC members is three years. These terms will be staggered to the extent possible to allow for continuity of membership. The POCAC members shall each serve no more than four (4) three-year terms for a total of twelve (12) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. When POCAC membership falls below 9 members new POCAC members shall be selected in accordance with Section 11 below. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

The Commission may remove a member before the end of a term for failure to attend meetings, failure to participate in committee work, violation of committee rules, or other conduct that materially interferes with the effective functioning of the committee.

A member may resign at any time by submitting a written notice to the Commission or the Executive Director. The resignation shall take effect on the date specified in the notice or, if no date is specified, upon receipt.

Vacancies occurring before the expiration of a term shall be filled for the remainder of that term using the appointment process described in Section 11.

11. Selection of New Members:

When a vacancy occurs, the Port shall initiate the public recruitment process as soon as practicable.

Recruitment of new POCAC members will include an open and transparent advertisement and application process including applicants encouraged to apply by Commissioners or POCAC members.

The Port will publicly advertise all vacancies on the Port website and through other appropriate communication channels. Recruitment announcements shall describe the purpose of the committee, duties of members, qualifications for service, and the application deadline. The application period shall remain open for no fewer than thirty (30) days.

Each potential member will submit an application to be sent to all Port Commissioners for their consideration..

Applicants shall be asked to provide information on the following:

- Demonstrated interest in the work of the Port and community engagement
- Ability to consider issues from a community-wide perspective
- Relevant knowledge, experience, or professional expertise

- Ability to participate constructively in collaborative deliberations
- Commitment to regular attendance and participation

Each Commissioner shall nominate three candidates for POCAC membership: one from within his or her district, and two “at-large” candidates from within Thurston County. The Commission as a whole shall vote on the full slate of nominations at a public meeting.

For the first selection period following adoption of this Resolution, each Commissioner shall use one of their at-large nominations to nominate a current member of the POCAC who has chosen to submit his or her name for consideration.

12. Approval of Travel and Other Expenses:

The Port Commission will budget annually for expenses. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director. All expenses shall be consistent with Port travel and reimbursement policies. Any amount over the annual budget will come back to the Port Commission for approval.

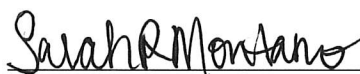
13. Roles, Expectations and Operating Rules:

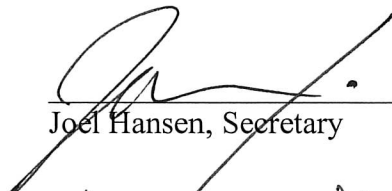
Members of the POCAC and subcommittees shall adhere to the roles, expectations and operating rules as outlined in “Exhibit A” of this Resolution.

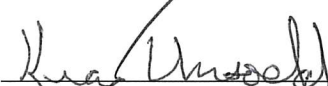
ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority voting on this Resolution at a regular Port Commission meeting on June 8, 2026, as attested to by the signatures below of the Port Commissioners on this 8th day of June 2026.

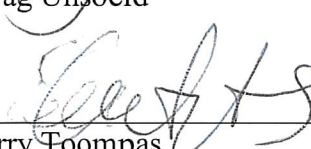
PORT OF OLYMPIA COMMISSION


Jasmine Vasavada, President


Sarah Montano, Vice President


Joel Hansen, Secretary


Krag Unsoeld


Jerry Toompas

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2026-~~05~~XX**

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A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the community advisory committee known as the Port of Olympia Community Advisory Committee (POCAC) and superseding Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10, 2019-03, and 2026-05.

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WHEREAS, the Port of Olympia desires to have a community advisory committee to advise the Port of Olympia Commission (Port Commission) on matters it may wish to assign from time-to-time; and

WHEREAS, this Resolution supersedes Port Commission Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10, 2019-03, and 2026-05.

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NOW, THEREFORE, BE IT RESOLVED, after due consideration, the Port Commission establishes the following:

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1. The Port of Olympia Community Advisory Committee (POCAC):

The POCAC is a committee of community members selected through an application process as determined by the Port Commission.

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2. Purpose:

The purpose of the POCAC is to provide input to the Port Commission on tasks assigned by the Port Commission. The purpose is for the POCAC to provide feedback representing a community perspective on Port operations and projects. This feedback is important to fully understand community sentiment related to Port affairs and the areas for which improved communication and transparency may be needed.

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3. Composition:

POCAC membership shall consist of fifteen (15) members with membership not to fall under nine (9) members. All members shall be residents of Thurston County. The 15 members shall comprise, if possible, of three (3) members from each of the five (5) Port of Olympia election districts. In the event that each election district is unable to field 3 members the remaining membership shall be recruited from Thurston County community at large. ~~ATwo~~ Port Commissioner ~~(on a rotating schedule set forth in Section 6)~~ and the Executive Director or their designee shall serve as ex officio members of POCAC and attend monthly POCAC meetings. In this case ex officio shall mean non-voting members and ~~attendance~~ will ~~attend~~ to better understand POCAC projects and to provide direct feedback to POCAC on these projects and other Port business.

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In making appointments, the Port Commission shall strive to maintain balanced representation from across the Port Commissioner districts and from diverse community perspectives within Thurston County.

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The Commission may consider geographic distribution, community involvement, professional background, and other factors necessary to ensure that the committee reflects a broad range of community viewpoints.

4. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward public input received by POCAC members to the Port Commission, who will determine how such unsolicited input shall be handled.

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The Port shall supply a commission coordinator to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Port Commission or Executive Director.

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The Port Commission or Executive Director will provide guidance when requested by the POCAC. The Executive Director will assign Port staff for expertise, if required and as capacity allows.

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5. Assignments:

The Port Commission shall initiate POCAC tasks in writing. The written request shall include a description of the proposed task, staff involvement, schedule and deliverables, if necessary. The POCAC shall review and either accept the task or propose changes to the task for Port Commission review and approval. If a task is proposed to the Port Commission by the POCAC, it shall include a description of the proposed task, staff involvement, schedule and deliverables. The Port Commission may approve, deny or request amendments to the proposed POCAC task. ~~All written task requests shall be in the form set out as an attachment to Exhibit "A" attached to and made a part hereof.~~

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The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

a. **Report:** This product will help to create an awareness of policy issues among the Port Commission, staff, and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

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b. **Policy recommendation:** This product will recommend a new policy or modification or amendment to an existing policy. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

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c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget process. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

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6. Scheduled Meetings:

POCAC shall establish a monthly meeting schedule in the format generally described in Exhibit "A", attached hereto. Monthly meetings shall normally not be held in August or December. Special meetings may be called by a majority of the existing membership or by the Chair of POCAC.

The rotation schedule for Commissioner participation in POCAC meetings is set forth below and shall take effect upon adoption of this Resolution and continue on a rolling basis. Any Commissioner who cannot attend their scheduled meeting is responsible for identify a replacement/swap if possible.

[OPTIONAL: If a third Commissioner wishes to participate in a POCAC meeting, that Commissioner must notify the commission coordinator at least one week prior to the meeting. All Commissioners will comply with Open Public Meetings Act requirements, as applicable.]

□

<u>OCT</u>	<u>District 1</u>	<u>District 5</u>
<u>Nov</u>	<u>District 1</u>	<u>District 4</u>
<u>Dec</u>	<u>District 1</u>	<u>District 3</u>
<u>2027: Jan</u>	<u>District 1</u>	<u>District 2</u>
<u>Feb</u>	<u>District 5</u>	<u>District 4</u>
<u>Mar</u>	<u>District 5</u>	<u>District 3</u>
<u>Apr</u>	<u>District 5</u>	<u>District 2</u>
<u>May</u>	<u>District 5</u>	<u>District 1</u>
<u>June</u>	<u>District 4</u>	<u>District 3</u>
<u>July</u>	<u>District 4</u>	<u>District 2</u>
<u>Aug</u>	<u>District 4</u>	<u>District 1</u>
<u>Sept</u>	<u>District 4</u>	<u>District 5</u>
<u>Oct</u>	<u>District 2</u>	<u>District 4</u>
<u>Nov</u>	<u>District 2</u>	<u>District 3</u>
<u>Dec</u>	<u>District 2</u>	<u>District 2</u>
<u>Mar</u>	<u>District 2</u>	<u>District 1</u>
<u>Apr</u>	<u>District 3</u>	<u>District 5</u>
<u>May</u>	<u>District 3</u>	<u>District 4</u>
<u>Jun</u>	<u>District 3</u>	<u>District 2</u>
<u>Jul</u>	<u>District 3</u>	<u>District 1</u>

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7. Community Involvement:

The POCAC, with Port Commission approval, may solicit public opinion in a manner consistent with assignments and Port Commission priorities.

All the POCAC's scheduled meetings will be open to the public.

8. Sub-Committees:

POCAC is comprised of three (3) standing subcommittees, Public Access, Environmental

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Stewardship, and Economic Opportunities. Assignments shall generally be evaluated by the full POCAC to determine how best to accomplish them. The POCAC may accomplish the assignment as a full body or assign to the appropriate subcommittee. In the event an Assignment does not fall within the coverage of any of the three subcommittees, an ad hoc subcommittee may be formed to address the Assignment. Once an Assignment is completed by the ad hoc subcommittee, the ad hoc subcommittee shall end its operations with a written notice to the Port Commission.

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Each Sub-Committee will select a member to serve as Chair. The Sub-Committee chair shall be elected by a majority vote of subcommittee members. The Sub-Committee chair shall serve no more than two (2) consecutive one-year terms. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meetings and present the final report or presentation to the Port Commission.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

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9. Officers:

The officers of the POCAC shall include a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The POCAC members in these positions shall serve no more than two (2) one-year terms.

The POCAC Chair and Vice Chair shall be selected annually by the Commission. In November of each year, the Executive Director will solicit names of POCAC members interested in serving as Chair or Vice Chair for the following year. The Executive Director will forward the names of all POCAC members interested in serving as Chair and Vice Chair to the Commission for their consideration. The Commission will select a Chair and Vice Chair in an open public meeting each December.

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The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report will be provided in writing or at a regular Commission meeting or work session. The POCAC shall determine the appropriate format for the report.

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10. Terms:

~~On adoption of this Resolution, the Commission will open all POCAC positions for recruitment and appointment. Current POCAC members are encouraged to submit their names for reappointment.~~

A full term for POCAC members is three years. ~~These terms will be~~ staggered ~~to the extent possible by seat~~ to allow for continuity of membership. The POCAC members shall each serve no more than four (4) three-year terms for a total of twelve (12) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. When POCAC membership falls below 9 members new POCAC members shall be selected in accordance with Section ~~44~~12 below. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

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POCAC membership shall be organized into fifteen (15) numbered seats:

- District 1: Seats 1-3
- District 2: Seats 4-6
- District 3: Seats 7-9
- District 4: Seats 10-12

• District 5: Seats 13- 15

Terms shall be assigned to seats, not to individuals. To establish staggered terms, seats shall carry the following initial terms. [OPTIONAL: The initial terms shall count toward the four-term maximum in Section 10.]

- Seats 1, 4, 7, 10, 13: Terms expire at the end of 2027 (1-year initial terms)
- Seats 2, 5, 8, 11, 14: Terms expire at the end of 2028 (2-year initial terms)
- Seats 3, 6, 9, 12, 15: Terms expire at the end of 2029 (3-year initial terms)

Upon adoption of this amendment, the Executive Director shall assign current members to numbered seats by district. Future appointments shall be made to specific seats for the term remaining.

The Commission may remove a member before the end of a term for failure to attend meetings, failure to participate in committee work, violation of committee rules, or other conduct that materially interferes with the effective functioning of the committee.

A member may resign at any time by submitting a written notice to the Commission or the Executive Director. The resignation shall take effect on the date specified in the notice or, if no date is specified, upon receipt.

Vacancies occurring before the expiration of a term shall be filled for the remainder of that term using the appointment process described in Section ~~11~~12.

11. Alternates

The Port Commission may appoint up to three (3) alternate members to the POCAC (“Alternates”). Alternates shall be selected from applicants who meet the qualifications for POCAC membership set forth in Section 12 but for whom no regular membership seat is available at the time of appointment.

[OPTIONAL: Alternates shall be placed on a list maintained by the Executive Director and shall automatically fill regular seats as they become vacant, for the remainder of the vacated seat’s term. When a vacancy arises, an Alternate residing in the same election district as the departing member shall be given preference; if no district match is available, the next Alternate on the list shall fill the seat.]

Once appointed, alternates are subject to the same attendance and conduct expectations as regular members. Alternates may be assigned by the POCAC Chair to one or more of the three (3) standing subcommittees — Public Access, Environmental Stewardship, and Economic Opportunities — as full participants. Alternates assigned to a standing subcommittee may participate in subcommittee discussions, contribute to subcommittee work products, and attend subcommittee meetings. Alternates shall not hold a vote at regular meetings of the full POCAC.

~~11~~12. Selection of New Members:

When a vacancy occurs, the Port shall may initiate the public recruitment process as soon as practicable.

Recruitment of new POCAC members will include an open and transparent advertisement and application process including applicants encouraged to apply by Commissioners or POCAC members.

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Joel Hansen, Secretary

Krag Unsoeld

Jerry Toompas

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**PORT OF OLYMPIA COMMISSION
RESOLUTION 2026-XX**

A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the community advisory committee known as the Port of Olympia Community Advisory Committee (POCAC) and superseding Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10, 2019-03, and 2026-05.

WHEREAS, the Port of Olympia desires to have a community advisory committee to advise the Port of Olympia Commission (Port Commission) on matters it may wish to assign from time-to-time; and

WHEREAS, this Resolution supersedes Port Commission Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10, 2019-03, and 2026-05.

NOW, THEREFORE, BE IT RESOLVED, after due consideration, the Port Commission establishes the following:

1. The Port of Olympia Community Advisory Committee (POCAC):

The POCAC is a committee of community members selected through an application process as determined by the Port Commission.

2. Purpose:

The purpose of the POCAC is to provide input to the Port Commission on tasks assigned by the Port Commission. The purpose is for the POCAC to provide feedback representing a community perspective on Port operations and projects. This feedback is important to fully understand community sentiment related to Port affairs and the areas for which improved communication and transparency may be needed.

3. Composition:

POCAC membership shall consist of fifteen (15) members with membership not to fall under nine (9) members. All members shall be residents of Thurston County. The 15 members shall comprise, if possible, of three (3) members from each of the five (5) Port of Olympia election districts. In the event that each election district is unable to field 3 members the remaining membership shall be recruited from Thurston County community at large. Two Port Commissioner (on a rotating schedule set forth in Section 6) and the Executive Director or their designee shall serve as ex officio members of POCAC and attend monthly POCAC meetings. In this case ex officio shall mean non-voting members and attendance will be to better understand POCAC projects and to provide direct feedback to POCAC on these projects and other Port business.

In making appointments, the Port Commission shall strive to maintain balanced representation from across the Port Commissioner districts and from diverse community perspectives within Thurston County.

The Commission may consider geographic distribution, community involvement, professional background, and other factors necessary to ensure that the committee reflects a broad range of community viewpoints.

4. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward public input received by POCAC members to the Port Commission, who will determine how such unsolicited input shall be handled.

The Port shall supply a commission coordinator to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Port Commission or Executive Director.

The Port Commission or Executive Director will provide guidance when requested by the POCAC. The Executive Director will assign Port staff for expertise, if required and as capacity allows.

5. Assignments:

The Port Commission shall initiate POCAC tasks in writing. The written request shall include a description of the proposed task, staff involvement, schedule and deliverables, if necessary. The POCAC shall review and either accept the task or propose changes to the task for Port Commission review and approval. If a task is proposed to the Port Commission by the POCAC, it shall include a description of the proposed task, staff involvement, schedule and deliverables. The Port Commission may approve, deny or request amendments to the proposed POCAC task.

The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

- a. **Report:** This product will help to create an awareness of policy issues among the Port Commission, staff, and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.
- b. **Policy recommendation:** This product will recommend a new policy or modification or amendment to an existing policy. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.
- c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget process. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

6. Scheduled Meetings:

POCAC shall establish a monthly meeting schedule. Monthly meetings shall normally not be held in August or December. Special meetings may be called by a majority of the existing membership or by the Chair of POCAC.

The rotation schedule for Commissioner participation in POCAC meetings is set forth below and shall take effect upon adoption of this Resolution and continue on a rolling basis. Any Commissioner who cannot attend their scheduled meeting is responsible for identify a replacement/swap if possible.

[**OPTIONAL:** If a third Commissioner wishes to participate in a POCAC meeting, that Commissioner must notify the commission coordinator at least one week prior to the meeting. All Commissioners will comply with Open Public Meetings Act requirements, as applicable.]

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OCT	District 1	District 5
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Dec	District 1	District 3
2027: Jan	District 1	District 2
Feb	District 5	District 4
Mar	District 5	District 3
Apr	District 5	District 2
May	District 5	District 1
June	District 4	District 3
July	District 4	District 2
Aug	District 4	District 1
Sept	District 4	District 5
Oct	District 2	District 4
Nov	District 2	District 3
Dec	District 2	District 2
Mar	District 2	District 1
Apr	District 3	District 5
May	District 3	District 4
Jun	District 3	District 2
Jul	District 3	District 1

7. Community Involvement:

The POCAC, with Port Commission approval, may solicit public opinion in a manner consistent with assignments and Port Commission priorities.

All the POCAC's scheduled meetings will be open to the public.

8. Sub-Committees:

POCAC is comprised of three (3) standing subcommittees, Public Access, Environmental Stewardship, and Economic Opportunities. Assignments shall generally be evaluated by the full POCAC to determine how best to accomplish them. The POCAC may accomplish the assignment as a full body or assign to the appropriate subcommittee. In the event an Assignment does not fall within the coverage of any of the three subcommittees, an ad hoc subcommittee may be formed to address the Assignment. Once an Assignment is completed by the ad hoc subcommittee, the ad hoc subcommittee shall end its operations with a written notice to the Port Commission.

Each Sub-Committee will select a member to serve as Chair. The Sub-Committee chair shall be elected by a majority vote of subcommittee members. The Sub-Committee chair shall serve no more than two (2) consecutive one-year terms. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meetings and present the final report or presentation to the Port Commission.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

9. Officers:

The officers of the POCAC shall include a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The POCAC members in these positions shall serve no more than two (2) one-year terms.

The POCAC Chair and Vice Chair shall be selected annually by the Commission. In November of each year, the Executive Director will solicit names of POCAC members interested in serving as Chair or Vice Chair for the following year. The Executive Director will forward the names of all POCAC members interested in serving as Chair and Vice Chair to the Commission for their consideration. The Commission will select a Chair and Vice Chair in an open public meeting each December.

The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report will be provided in writing or at a regular Commission meeting or work session. The POCAC shall determine the appropriate format for the report.

10. Terms:

A full term for POCAC members is three years, staggered by seat to allow for continuity of membership. The POCAC members shall each serve no more than four (4) three-year terms for a total of twelve (12) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. When POCAC membership falls below 9 members new POCAC members shall be selected in accordance with Section 12 below. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

POCAC membership shall be organized into fifteen (15) numbered seats:

- District 1: Seats 1-3
- District 2: Seats 4-6
- District 3: Seats 7-9
- District 4: Seats 10-12
- District 5: Seats 13- 15

Terms shall be assigned to seats, not to individuals. To establish staggered terms, seats shall carry the following initial terms. [**OPTIONAL:** The initial terms shall count toward the four-term maximum in Section 10.]

- **Seats 1, 4, 7, 10, 13:** Terms expire at the end of 2027 (1-year initial terms)
- **Seats 2, 5, 8, 11, 14:** Terms expire at the end of 2028 (2-year initial terms)

- **Seats 3, 6, 9, 12, 15:** Terms expire at the end of 2029 (3-year initial terms)

Upon adoption of this amendment, the Executive Director shall assign current members to numbered seats by district. Future appointments shall be made to specific seats for the term remaining.

The Commission may remove a member before the end of a term for failure to attend meetings, failure to participate in committee work, violation of committee rules, or other conduct that materially interferes with the effective functioning of the committee.

A member may resign at any time by submitting a written notice to the Commission or the Executive Director. The resignation shall take effect on the date specified in the notice or, if no date is specified, upon receipt.

Vacancies occurring before the expiration of a term shall be filled for the remainder of that term using the appointment process described in Section 12.

11. Alternates

The Port Commission may appoint up to three (3) alternate members to the POCAC (“Alternates”). Alternates shall be selected from applicants who meet the qualifications for POCAC membership set forth in Section 12 but for whom no regular membership seat is available at the time of appointment.

[**OPTIONAL:** Alternates shall be placed on a list maintained by the Executive Director and shall automatically fill regular seats as they become vacant, for the remainder of the vacated seat’s term. When a vacancy arises, an Alternate residing in the same election district as the departing member shall be given preference; if no district match is available, the next Alternate on the list shall fill the seat.]

Once appointed, alternates are subject to the same attendance and conduct expectations as regular members. Alternates may be assigned by the POCAC Chair to one or more of the three (3) standing subcommittees — Public Access, Environmental Stewardship, and Economic Opportunities — as full participants. Alternates assigned to a standing subcommittee may participate in subcommittee discussions, contribute to subcommittee work products, and attend subcommittee meetings. Alternates shall not hold a vote at regular meetings of the full POCAC.

12. Selection of New Members:

When a vacancy occurs, the Port may initiate the public recruitment process as soon as practicable.

Recruitment of new POCAC members will include an open and transparent advertisement and application process including applicants encouraged to apply by Commissioners or POCAC members.

The Port may publicly advertise all vacancies on the Port website and through other appropriate communication channels. Recruitment announcements shall describe the purpose of the committee, duties of members, qualifications for service, and the application deadline. The application period shall remain open for no fewer than thirty (30) days.

Each potential member will submit an application to be sent to all Port Commissioners for their consideration.

Applicants shall be asked to provide information on the following:

- Demonstrated interest in the work of the Port and community engagement

- Ability to consider issues from a community-wide perspective
- Relevant knowledge, experience, or professional expertise
- Ability to participate constructively in collaborative deliberations
- Commitment to regular attendance and participation

[**OPTIONAL**: Each Commissioner shall nominate up to three (3) candidates for POCAC membership, of which no more than two (2) may be at-large candidates from outside the Commissioner's district.

13. Approval of Travel and Other Expenses:

The Port Commission will budget annually for expenses. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director. All expenses shall be consistent with Port travel and reimbursement policies. Any amount over the annual budget will come back to the Port Commission for approval.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority voting on this Resolution at a regular Port Commission meeting on [September 28, 2026], as attested to by the signatures below of the Port Commissioners on this [28th day of September 2026].

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Sarah Montano, Vice President

Joel Hansen, Secretary

Krag Unsoeld

Jerry Toompas

COVER MEMO

Briefing Date/Time:	September 28, 2026
Staff Contact/Title:	Mike Reid, Director of Community and Economic Development, 360.764.5395, MikeR@PortOlympia.com
Subject:	Washington State Department of Enterprise Services (DES) New Lease – 7510 New Market St SW
Purpose:	☒ Information Only ☐ Decision Needed

Type of Agenda Item:

- Advisory

Tenant Snapshot:

- Lease Name: Washington State DES – Print Facility
- Leased Address: 7510 New Market St SW, Tumwater, WA
- Lease Type: Ground Lease
- Lease Effective Date: 1979 (Original); New lease proposed for 2026
- Original Term: 35 years + 15-year option
- Use: State Print, Mail, Fulfillment, and Logistics Operations
- Employees: Approx. 50 FTEs

Background:

The Port and the State of Washington entered a land and facility lease in 1979 for 12.7 acres at 7510 New Market St SW, currently occupied by the DES Print & Mail facility (formerly the Washington State Department of Printing).

DES approached the Port earlier this year requesting a new long-term lease. The State intends to undertake significant capital improvements to the building and requires a longer-term agreement to ensure it can recover the value of those investments. The projects, estimated at \$22.5 million and \$24.9 million include structural reinforcement, upgraded plumbing and electrical systems, and full HVAC modernization.

The Port and DES have negotiated a new 20-year lease with reduced acreage (from 12.7 to 10.16 acres) and a graduated rental increase over the first four years. Additional provisions require DES to make frontage improvements along the eastern, southern, and western boundaries of the premises, consistent with City of Tumwater engineering standards and to be completed within 60 months of the lease's effective date.

Summary and Financial Impact:

Current rent: \$2,651.46 per month, \$31,817.52 annually

The new lease will utilize a rent schedule that articulates the monthly and annual rate charges for each year for the full twenty-year term. The full rent schedule is attached to cover memo.

Upon execution of the new lease the monthly rent will immediately increase to \$4,425.69 for the remainder of 2026.

The rent schedule for the lease will be:

- 2027: \$8,851.38 monthly, \$106, 216 annually.
- 2028: \$13,277.07 monthly, \$159,324.84 annually.
- 2029: \$17,702.76 monthly, \$212,433.12 annually.
- 2030 - 2034: \$19,118.98, \$229,427.77 annually.
- 2035 – 2039: \$21,108.90, \$253,306.80 annually.
- 2040 – 2045: \$23,305.95, \$279,671.17 annually.
- 2045-2046: \$25,731.63, \$308,779.57 annually.

Staff will present for Commission action at the October 13th Commission meeting.

Alignment with Vision 2050:

This long-term lease supports Vision 2050 goals by ensuring the continued presence of a major state operational facility within the Port's Tumwater campuses. The DES Print & Mail program provides statewide services and maintains approximately 50 full-time employees, reinforcing regional employment and economic stability. The required frontage improvements align with Vision 2050's emphasis on infrastructure modernization, sustainability, and community-benefit development.

Environmental Considerations and Review:

There is no increased impact as the State plans to continue operate the same functions on site as it has previously. Some of the building improvements that the State is going to be investing in are associated with improved electrical systems and HVAC modernization.

Alternatives Considered:

- **Approve the DES New Lease:** Ensures long-term operational stability for the State's Print & Mail services, supports coordination on substantial capital improvements, secures predictable revenue for the Port, and obtains frontage enhancements such as sidewalks for community benefit.

- **Do Not Approve the DES New Lease:** Lease with DES will expire on November 30, 2029 and the current lease does not contemplate any further ability to extend. DES may be unable to complete planned facility upgrades, reducing operational efficiency and long-term viability of the Tumwater site. Building ownership would eventually revert to the Port or tenant would be required to remove all improvements.

Staff Recommendation:

Advisory only – no action at this time. Staff will be recommending to approve the new lease with the Department of Enterprise Services as presented.

Document(s) Attached/Below:

Rate Schedule

Map

7510 New Market ST SW Rate Schedule

5

<u>Lease Year</u>		<u>Rate Effective Date</u>	<u>Rate per SF</u>	<u>Rate Change Trigger Points</u>	<u>Parcel Size (SF)</u>	<u>Annual Gross Revenue</u>	<u>Monthly Payment Before LET</u>
0	Lease Commencement Date	Lease Execution in 2026	0.1200	Lease rate change effective & invoiced	442,569	TBD	\$4,425.69
1		1/1/2027	0.2400	Lease rate change effective & invoiced		\$106,216.56	\$8,851.38
2		1/1/2028	0.3600	Lease rate change effective & invoiced		\$159,324.84	\$13,277.07
3		1/1/2029	0.4800	Lease rate change effective & invoiced		\$212,433.12	\$17,702.76
4		1/1/2030	0.5184	8% increase of previous year. Lease rate change effective & invoiced		\$229,427.77	\$19,118.98
5		1/1/2031	0.5288			\$229,427.77	\$19,118.98
6		1/1/2032	0.5393			\$229,427.77	\$19,118.98
7		1/1/2033	0.5501			\$229,427.77	\$19,118.98
8		1/1/2034	0.5611			\$229,427.77	\$19,118.98
9		1/1/2035	0.5724	Lease rate change effective & invoiced		\$253,306.80	\$21,108.90
10		1/1/2036	0.5838			\$253,306.80	\$21,108.90
11		1/1/2037	0.5955			\$253,306.80	\$21,108.90
12		1/1/2038	0.6074			\$253,306.80	\$21,108.90
13		1/1/2039	0.6195			\$253,306.80	\$21,108.90
14		1/1/2040	0.6319	Lease rate change effective & invoiced		\$279,671.17	\$23,305.93
15		1/1/2041	0.6446			\$279,671.17	\$23,305.93
16		1/1/2042	0.6575			\$279,671.17	\$23,305.93
17		1/1/2043	0.6706			\$279,671.17	\$23,305.93
18		1/1/2044	0.6840			\$279,671.17	\$23,305.93
19		1/1/2045	0.6977	Lease rate change effective & invoiced		\$308,779.57	\$25,731.63
20		1/1/2046	0.7117			\$308,779.57	\$25,731.63

Map of Premises



COVER MEMO

Briefing Date:	September 28, 2026
Staff Contact/Title:	Alex Smith, Executive Director (alexs@portolympia.com)
Subject:	Deschutes Estuary Joint Resolution of Support
Purpose:	☒ Information Only ☐ Decision Needed

Type of Agenda Item:

Advisory

Background:

In 2022, the State Department of Enterprise Services (DES) decided the best option for long-term management of Capitol Lake and to improve Budd Inlet water quality was to restore the area to a free-flowing estuary. The Port of Olympia Commission adopted Resolution 2023-04 to express support for this “watershed-wide approach to the restoration of Budd Inlet, the Deschutes River, and the Deschutes Estuary.”

As a further sign of support, the Commission approved the Deschutes Estuary Restoration Project Interlocal Agreement (ILA), which commits the Port and other jurisdictions to contribute to the cost of maintaining water depths in West Bay following the removal of the Fifth Avenue dam.

The Regional Funding Partners that signed the ILA (City of Olympia, City of Tumwater, Thurston County, Squaxin Island Tribe, LOTT Clean Water Alliance, and the Port of Olympia) have recently been asked by the Washington Department of Ecology to provide additional support for the project by adopting a resolution that supports state and federal funding to implement the Deschutes Estuary Restoration Project. This Resolution will confirm the Port’s and Partners’ support for:

- a. The project as a whole
- b. State funding for the project
- c. Federal funding for the project
- d. The local commitment to the success of the project
- e. Continued local support

The Resolution is intended to be a strong demonstration of support for the restoration project and any funding requests for the project. As the Resolution was being drafted and reviewed by the parties, the Port requested that language be added to the Resolution to support funding requests for the Budd Inlet cleanup, which the ILA recognizes is a prerequisite to the estuary restoration. Other Regional Funding Partners objected to that, and the Resolution therefore was put forward without language supporting funding for the cleanup.

The Resolution is being presented to the governing bodies of the Regional Funding Partners for approval, as follows:

- City of Olympia: Approved by the City Council September 15th
- LOTT: Approved by the LOTT Board September 9th
- City of Tumwater: On a Committee Agenda October 8th, full Council consideration October 20th
- Thurston County: On the Board's Agenda October 20th

Summary and Financial Impact:

Adopting this Resolution will not have direct financial impacts on the Port.

Alignment with Vision 2050:

1. Goal: Turn the Port Peninsula into a premier destination by adding attractions, increasing accessibility, and maintaining a clean and safe environment.
2. Goal: Emphasize sustainability in all planning and actions and provide updates to the community.

Environmental Considerations and Review:

Adopting this Resolution will not have direct environmental impacts on the Port, but supporting the estuary will result in improved environmental conditions for Budd Inlet and the residents of Thurston County that we serve.

Alternatives Considered:

The Resolution incorporated some of the feedback the Port provided, although not all.

- One alternative is to reject the adoption of the Resolution as currently drafted. This could signal a lack of support for the Deschutes Estuary restoration and potentially harm relationships with partners whose support we will need for Budd Inlet Cleanup.
- A second alternative is to add language into the Resolution the Port adopts that supports funding for Budd Inlet cleanup.
- The final option is to adopt the Resolution as presented.

Staff Recommendation:

The other Regional Partners have signaled their intent to approve the Resolution. Staff recommend the Port Commission likewise adopt the Joint Resolution, and consider doing so at the October 13, 2026, Commission meeting.

Document(s) Attached:

1. Joint Resolution of Support
2. Port of Olympia Commission Resolution 2023-04
3. Deschutes Estuary ILA of 2024

RESOLUTION NO. [REDACTED]

A RESOLUTION OF THE [GOVERNING BODY] OF [ENTITY NAME] SUPPORTING STATE AND FEDERAL FUNDING TO IMPLEMENT THE DESCHUTES ESTUARY RESTORATION PROJECT

WHEREAS, the Deschutes Estuary Restoration Project (“Project”) is a transformative, once-in-generations opportunity to restore the Deschutes Estuary, improve the health of Budd Inlet and the Deschutes River watershed, and address long-standing water quality, habitat, sediment, and public access challenges associated with the existing Capitol Lake Basin; and

WHEREAS, the Washington State Department of Enterprise Services, acting on behalf of the State of Washington, led the environmental review process for the Project, including completion of the Environmental Impact Statement process and selection of the Estuary Alternative as the preferred long-term management plan; and

WHEREAS, Senate Bill 5195, which sets forth the State of Washington’s biennial 2025-2027 capital budget, included a provision to “transfer management” of the Project to the Washington Department of Ecology “in consultation with the department of enterprise services and office of the governor”;¹ and

WHEREAS, the Project will remove the 5th Avenue Dam, restore tidal exchange and estuarine habitat, improve ecological function, support recovery of salmon and other native species, improve water quality in Budd Inlet, and enhance the resilience of public infrastructure and natural systems in the face of sea level rise and other changing environmental conditions; and

WHEREAS, the State of Washington constructed the 5th Avenue Dam and has long held management responsibility for Capitol Lake, and the State, acting through Department of Ecology, is responsible for leading, funding, managing, and administering Project planning, design, permitting, estuary restoration, and construction of Project-related physical assets; and

WHEREAS, state construction funding is primary and essential to initiate and advance Project implementation, because the State was responsible for constructing the 5th Avenue Dam, which created the environmental and infrastructure challenges that exist today, and bears responsibility for managing the State Capitol Campus assets in compliance with all relevant state and federal laws and policies; and

WHEREAS, the scale and importance of the Project require a funding partnership that reflects the Project’s statewide, regional, tribal, local, environmental, cultural, economic, and infrastructure benefits; and

¹ Wash. State Legislature, Substitute Senate Bill 5195, 69th Legislature (2025 Regular Session), § 3031.

WHEREAS, federal funding is an appropriate and necessary supplement to state funding for construction because the Project advances federal interests in infrastructure resilience, water quality protection, endangered species recovery, and natural hazard resilience; and

WHEREAS, the City of Olympia, City of Tumwater, Thurston County, Squaxin Island Tribe, LOTT Clean Water Alliance, and the Port of Olympia (“Regional Partners”) have demonstrated substantial commitment to the Project, as called upon and acknowledged by the Washington State Legislature (HB 2926, 2015; ESSB 6095, 2018; ESSB 5187, 2023; and SSB 6003, 2026) by entering into the Deschutes Estuary Restoration Project Interlocal Agreement and related subsidiary agreements (“Interlocal Agreement”), which establish roles and responsibilities for long-term sediment management, governance, funding, coordination, asset transfer, and operations and maintenance; and

WHEREAS, under the Interlocal Agreement, Regional Partners will participate in long-term funding and governance for sediment management in navigational areas of West Bay through 2050 to support continued commercial and recreational navigation and allow the restored estuary and working waterfront to coexist; and

WHEREAS, Regional Partners have also committed to specified long-term ownership, operation, maintenance, and risk-of-loss responsibilities, provided for in the Interlocal Agreement; and

WHEREAS, these local commitments represent meaningful, durable, and ongoing support for the Project beyond construction and demonstrate that local partners are prepared to steward the Project’s long-term success; and

WHEREAS, continued coordination among the Regional Partners, in collaboration with the State, federal agencies, and community partners will be necessary to secure construction funding and successfully implement the Project; and

WHEREAS, timely state and federal investment in the Project is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE [GOVERNING BODY] OF [ENTITY NAME] AS FOLLOWS:

Section 1. Support for the Project.

[ENTITY NAME] supports implementation of the Deschutes Estuary Restoration Project and recognizes Washington State Department of Ecology, acting on behalf of the State of Washington, as the lead public agency responsible for Project design, permitting, funding, construction, and overall implementation.

Section 2. Support for State Funding.

[ENTITY NAME] urges the Washington State Legislature, the Governor, and appropriate state agencies to continue providing support to secure the state funding necessary to initiate construction without delay and commit to full project implementation as quickly as reasonably feasible.

Section 3. Support for Federal Funding.

[ENTITY NAME] supports and urges the pursuit and award of federal funding to supplement state funding for Project construction and implementation, including funding available for transportation infrastructure, natural hazard mitigation, Puget Sound recovery, endangered species recovery, water quality improvement, navigation, and utility infrastructure programs.

Section 4. Recognition of Local Commitment.

[ENTITY NAME] reaffirms its commitment to the Deschutes Estuary Restoration Project Interlocal Agreement, including participation in long-term sediment management funding and governance, coordination on dredging and navigation issues, and acceptance of long-term ownership, operation, maintenance, and asset-management responsibilities where applicable.

Section 5. Continued Local Support.

[ENTITY NAME] commits to continuing to work collaboratively with the State of Washington, Regional Partners, federal agencies, and other stakeholders to support funding, permitting, coordination, and implementation of the Project consistent with the Interlocal Agreement and any applicable subsidiary agreements.

Section 6. Transmittal.

The [Clerk/Secretary/Authorized Official] is directed to transmit this resolution to the Governor of the State of Washington, members of the Washington State Legislature representing the region, the State's Congressional delegation, appropriate federal agencies, and other Project partners.

Section 7. Ratification.

Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 8. Severability.

The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 9. Effective Date.

This Resolution shall become effective immediately upon adoption and signature as provided by law.

PASSED AND ADOPTED by the [Governing Body] of [Entity Name] at a regular meeting thereof held this [/ day of /], [20].

[Signature Block]

ATTEST:

[Clerk/Secretary]

APPROVED AS TO FORM:

[Attorney/Legal Counsel, if applicable]

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2023-04**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION SUPPORTING A
WATERSHED-WIDE COORDINATED APPROACH TO RESTORING THE DESCHUTES
RIVER, DESCHUTES RIVER ESTUARY, AND BUDD INLET.**

WHEREAS the Port of Olympia's vision is, through continual improvement in practices and stewardship, to become an environmentally sustainable Port for current and future generations;

WHEREAS the Port of Olympia cargo operations, recreational boating marinas, and boat repair activities are an economic engine that contributes jobs to the local economy, generates local business revenue, and supports the local tax base;

WHEREAS the Port of Olympia recognizes the environmental sustainability of Budd Inlet relies on the stewardship of the broader Deschutes watershed, and the health of the broader Deschutes watershed similarly relies on the stewardship of Budd Inlet;

WHEREAS the Deschutes Watershed and Budd Inlet have long-standing cultural and spiritual significance to local tribes, particularly the Squaxin Island Tribe. The Squaxin Island Tribe also has usual and accustomed fishing, hunting, and gathering areas in this territory pursuant to the 1854 Treaty of Medicine Creek.

WHEREAS historically Budd Inlet and the Deschutes River were connected by the Deschutes Estuary, where freshwater from the Deschutes River mixed with saltwater from Budd Inlet over extensive tidal flats until the waterbodies were separated by the construction of the 5th Avenue Dam and the creation of Capitol Lake;

WHEREAS Capitol Lake and Budd Inlet are on the federal Clean Water Act (CWA) Section 303(d) list of impaired waters that do not meet Water Quality Standards, in part due to low dissolved oxygen (DO) levels caused by sediment accumulation and algae blooms in Capitol Lake;

WHEREAS the Department of Ecology has issued a draft CWA Maximum Daily Load (TMDL) rule for Budd Inlet and Capitol Lake to limit sources contributing to low DO;

WHEREAS the Department of Enterprise Services has completed a Final Environmental Impact Statement (EIS) for the Capitol Lake – Deschutes Estuary Long Term Management Project, which evaluated alternatives for the long-term management of the water body;

WHEREAS the Department of Enterprise Services EIS determined that the Estuary Alternative, which includes removal of the 5th Avenue dam and returning Capitol Lake to an estuary, is the Preferred Alternative for long-term management and to meet Water Quality Standards;

WHEREAS the Port of Olympia recognizes that its partners are deeply invested in the health of the Deschutes watershed and Budd Inlet and that many have participated in the stakeholder process for the Environmental Impact Statement and development of the Capitol Lake – Deschutes Estuary Long-Term Management Project (CL-DE LTMP);

WHEREAS the Port and other stakeholders participated in the Funding and Governance Work Group CL-DE LTMP, which developed a Memorandum of Understanding for long-term governance of the constructed assets within the Deschutes Estuary, and for shared funding of the maintenance dredging of increased sediment from the Estuary Alternative, through 2050;

WHEREAS the navigation channel(s) and turning basin in Budd Inlet are federal assets managed by the U.S. Army Corps of Engineers and are facing sediment accumulation that impairs vessel traffic;

WHEREAS marine sediments in Budd Inlet contain elevated levels of contaminants of concern such as dioxin and cPAH (carcinogenic polycyclic aromatic hydrocarbons) from historic industrial operators, which the Port is investigating under the terms of a Department of Ecology Agreed Order under the Model Toxics Control Act (MTCA);

WHEREAS the U.S. Army Corps of Engineers has stated that authority is lacking to expend the federal funds designated for maintenance dredging in a federal navigation channel when that area has been identified as a contaminated site under MTCA;

WHEREAS implementing the Estuary Alternative will improve the health of the Deschutes watershed and restore the ecological connection between the Deschutes River and Budd Inlet, including natural sediment flows from Capitol Lake to Budd Inlet, which will likely impact downstream assets including the federal navigation channel;

WHEREAS the success of both the Estuary Alternative and the Budd Inlet sediments cleanup project depends on coordinating the timing, design, and governance of each project as the projects affect shared resources;

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby expresses its support for a watershed-wide approach to the restoration of Budd Inlet, the Deschutes River, and the Deschutes Estuary. The Port of Olympia believes the Capitol Lake-Deschutes Estuary Long-Term Management Plan Estuary Alternative and Budd Inlet sediment remediation can be implemented with mutual support among the parties involved and with costs and benefits equitably distributed. As such, the Port of Olympia Commission supports opportunities to coordinate and ensure that the Port of Olympia and its partners address contaminated sediment in Budd Inlet to clear the way for the Long-Term Management Plan Estuary Alternative in order to restore the health of Budd Inlet and maintain a thriving and accessible working waterfront.

ADOPTED by the Port Commission of the Port of Olympia this 11th day of September 2023.

PORT OF OLYMPIA COMMISSION

Amy Harding
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Amy Harding, President

Joe Downing
~~[https://na4.documents.adobe.com/](https://na4.documents.adobe.com/verifier?tx=CBJCHBCAABAA-)
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Joe Downing, Vice President

Bob Iyall
~~[https://na4.documents.adobe.com/](https://na4.documents.adobe.com/verifier?tx=CBJCHBCAABAA-)
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Bob Iyall, Secretary

DESCHUTES ESTUARY RESTORATION PROJECT

INTERLOCAL AGREEMENT

THIS DESCHUTES ESTUARY RESTORATION PROJECT INTERLOCAL AGREEMENT ("Agreement") is entered into this **November 12, 2024** by and among the Department of Enterprise Services (DES) acting on behalf of the State of Washington (State), the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the City of Tumwater (Tumwater), the Port of Olympia (Port), and the LOTT Clean Water Alliance (LOTT) to address shared responsibilities for long-term Sediment Management in a restored Deschutes Estuary. Each entity identified above is referred to individually as a "Party," collectively all Parties are referred to as the "Parties," and the Parties other than the State are referred to as the "Local Parties."

INTRODUCTION

Background

What is now Capitol Lake was originally the southern portion of the Deschutes Estuary, where freshwater from the Deschutes River and Percival Creek mixed with saltwater from Budd Inlet over extensive tidal flats. Between 1949 and 1951, the State constructed a dam at 5th Avenue in Olympia to impound the Deschutes River to create a reflecting pool for the Washington State Capitol Campus. The 5th Avenue Dam blocked saltwater from Budd Inlet and transformed the area upstream of the dam into Capitol Lake, a 260-acre freshwater lake fed by the Deschutes River. Capitol campus planners intended Capitol Lake to be part of the Washington State Capitol Campus, and it was designated a resource of the Capitol Campus under RCW 43.34.090 and RCW 79.24.710. DES (to include predecessor agencies) has had the responsibility to manage Capitol Lake throughout the lake's existence under a long-term lease agreement with the Washington State Department of Natural Resources (DNR). The Deschutes River and Estuary and Budd Inlet, together with the parks and trails that surround them, are an important visual, economic, cultural, and recreational resource for the community.

Each year, the Deschutes River and Percival Creek transport an estimated 35,000 cubic yards of sediment downstream. Before construction of the 5th Avenue Dam, this sediment could move freely into Budd Inlet. With the dam in place, most of this sediment settles in Capitol Lake. The sediment captured upstream of the 5th Avenue Dam has accumulated up to 13 feet deep in some places—dramatically altering conditions.

The establishment of Capitol Lake created conditions that have resulted in chronic violations of water quality standards. Water quality monitoring began in the 1970s, and by 1985, the Thurston County Health Department permanently closed the historic swimming beach in Capitol Lake due to water quality impairments. Capitol Lake is and has been a focus of state and federal water quality improvement planning since the 1970s. The presence of the 5th Avenue Dam is the single largest contributor to dissolved oxygen depletion in Budd Inlet.

The presence and persistence of invasive species in Capitol Lake has complicated its management. Since the 1980s, the State has employed a variety of strategies to address aquatic invasive species, but today more than a dozen different plant and animal invasive species are present. In response to finding the New Zealand mudsnail in Capitol Lake in 2009, the State officially closed Capitol Lake to all active public use.

For more than 50 years, public and private entities have attempted to address these and other environmental concerns regarding Capitol Lake and the Deschutes Estuary. For a wide variety of reasons, these efforts did not result in meaningful resolution or enduring solutions.

Selection of the Estuary Alternative

In 2018, DES began a process to evaluate long-term management alternatives for the waterbody. To evaluate the alternatives, DES used the Environmental Impact Statement (EIS) process. Through this process, DES carefully considered comprehensive technical analyses, evaluated benefits and costs of project alternatives, solicited feedback from key stakeholders, and reviewed public comments. In 2022, DES issued a final EIS identifying the Estuary Alternative as the preferred long-term plan. The Estuary Alternative involves removal of the 5th Avenue Dam, restoration of tidal flats and marsh habitat in the 260-acre basin, construction of physical assets such as a new 5th Avenue Bridge, and long-term management of sediment naturally transported into navigational areas of Budd Inlet.

Removal of the 5th Avenue Dam will also restore natural sediment transport processes. This will result in increased sediment accumulation in navigational areas of West Bay compared to existing conditions, similar to sediment processes that existed prior to dam construction. Sediment accumulation, if unaddressed, will affect commercial and recreational uses in West Bay including the marinas¹ and, to a lesser extent, the Port vessel berths.

At the direction of the Washington State Legislature,² DES convened a Funding and Governance Work Group (FGWG) comprising the Parties to explore long-term funding and governance options. The Parties considered several funding and governance options for long-term management of the restored Deschutes Estuary and reached consensus as set forth in this Agreement.

Shared Goals and Benefits of the Project

The Parties recognize that the Project will contribute to the health of Budd Inlet and the Deschutes River watershed.

¹ The term “marinas” includes the following private businesses and entities: Olympia Yacht Club, Fiddlehead Marina, Martin Marina, and One Tree Island Marina, as well as their successor entities.

² Washington State Legislature. “Second Engrossed H.B. 1115 – 64th Legislature (2015 3rd Special Session): Concerning the capital budget.” June 30, 2015.
<https://app.leg.wa.gov/billsummary?BillNumber=1115&Year=2015&Initiative=false>.

Estuary restoration will produce a range of ecological and economic benefits. Removing the dam, restoring tidal flows, and reintroducing native habitats will benefit ESA-listed salmon populations and the species that depend on them, including the Southern Resident killer whales. Birds, shellfish, and other native species are likely to proliferate in the estuary and become part of a more diverse ecosystem. Restoring the estuary will also help Budd Inlet meet state water quality standards, which reduces the need for more stringent regulation on other contributors.

The Project will restore public access to the water and enhance adjacent open space through new boardwalks, fishing piers, and trails. A new 5th Avenue Bridge will provide safer pedestrian and bicycle connectivity along the trail between Heritage Park and Deschutes Parkway. These new and improved amenities will benefit residents' quality of life and the experience of visitors to the region.

The Squaxin Island Tribe supports the Project, noting that restoring native habitat for fish and other culturally important species and reopening access to the water will renew cultural use of traditional lands and resources that were lost when the State built the dam.

Estuary restoration will complement and enhance the value of other investments among state, tribal, and local governments, public entities, and private organizations to restore the Deschutes River watershed, improve the health of Budd Inlet, and help address flooding risk to adjacent urban infrastructure resulting from sea level rise.

The Parties agree that to be most successful, the Project must also help support a working, urban waterfront, with recreational and commercial boating. Maintaining a working waterfront and supporting boating infrastructure contributes to a dynamic, vibrant community and will produce and sustain public revenue streams from taxes and lease payments, support employment opportunities, and create public amenities that benefit all community members. The Sediment Management program set forth in this Agreement will enable the restored estuary and built environment downstream to coexist.

Shared Guiding Principles of the Project

The Parties, working through the FGWG, agreed on the following guiding principles to support the process of identifying issues and developing proposed solutions:

- The process should have dedicated and secure funding sources.
- Those who contribute to the problem should participate in funding or paying for the solution.
- Those who benefit from the solution should participate in funding or paying for the solution.
- The process should have a shared distribution of costs.
- The State should participate.
- Solutions should be watershed-wide in scale.

- The process should establish manageable long-term governance.
- The Parties should commit to a long-term collaborative process.
- Administration of the project should be adequately resourced.
- Solutions must support the goals and objectives of the long-term management plan and the future of the overall watershed.

From these guiding principles, the Parties agreed upon a three-part structure for governing and funding the Deschutes Estuary restoration:

1. The State will be responsible for funding the capital costs of design, permitting, and construction of the estuary restoration, which recognizes that the State constructed the 5th Avenue Dam and has had management responsibility for Capitol Lake since that time.
2. After construction is complete, the State will transfer ownership and management of specific physical assets to other Parties. This will be accomplished through separate agreements between the State and the individual receiving Parties, included in Attachments 1 through 4. This transfer helps to achieve the goal of minimizing the responsibilities for long-term joint governance; after the physical assets are conveyed, the only remaining item for joint governance is Sediment Management in West Bay.
3. The Parties will share in administering, funding, and implementing Sediment Management that will be needed in West Bay to maintain navigation and avoid significant adverse impacts³ to the marinas and Port, for the term of this Agreement. This shared responsibility for Sediment Management reflects the Parties' recognition that the restored estuary will provide significant benefits to the Parties and the broader community, and is the subject of this Agreement.

AGREEMENT

Based on the foregoing, which is incorporated into and considered part of this Agreement, the Parties agree to enter into an Interlocal Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, as follows:

1. Purpose and Conceptual Overview

The overall Deschutes Estuary Restoration is referred to as “the Project” and is generally described as the Estuary Alternative in Chapter 2 of the final EIS.⁴ The

³ Refer to Section 10.1.1 for a description of significant adverse impacts as it has been defined for this Interlocal Agreement.

⁴ Washington State Department of Enterprise Services (DES). 2022. Final Environmental Impact Statement: Supporting Chapter 2.0 Project Alternatives & Construction Approach. October. <<https://deschutesestuaryproject.org/wp-content/uploads/2023/11/Capitol-Lake-Deschutes-Estuary-Final-EIS-2-Chapter-2.pdf>>. Last accessed May 8, 2024.

design of the Project will be significantly advanced from the Estuary Alternative in the EIS, but the description contained in the EIS is a good representation of key components of the Project.

Construction and management of the Project will include the following elements:

- The State will fund and administer planning, design, permitting, estuary restoration, and construction of physical assets.
- The State will transfer specific physical assets and/or long-term management responsibilities of these physical assets to individual Parties after construction as described in Table 1 to this Agreement.
- All Parties will fund and govern long-term Sediment Management in navigational areas of West Bay in accordance with this Agreement. The term “Sediment Management” herein refers to maintenance dredging in navigational areas of West Bay to prevent adverse impacts to recreational and commercial navigation. Refer to Exhibit 1, which shows the dredging areas of West Bay subject to this Agreement.

The purpose of this Agreement is to describe and formalize the role of each Party in funding and governance for Sediment Management in navigational areas of West Bay. Exhibit 2a provides a flowchart that depicts the representative annual coordination process for all marina dredging. Exhibit 2b provides the representative coordination process for Port-lead dredging within the Port’s vessel berths. Both exhibits are for illustration purposes and the written terms of this Agreement control in case of conflict.

2. Deschutes Estuary Steering Committee (DESC)

2.1. Formation and Purpose of the DESC

Pursuant to RCW 39.34.030(3) and (4), the Parties establish the Deschutes Estuary Steering Committee (the “DESC”) as a joint board for the purpose of providing overall governance regarding Sediment Management and the use of funds collected pursuant to this Agreement. The DESC is not a separate legal entity. The DESC shall consist of one representative from each Party who shall represent the Party for all purposes on the DESC and one alternate from each Party to act in the absence of the primary Party representative.

2.2. Designation of Party Representatives

Each Party shall designate one person to represent the Party on the DESC and to receive notice of all actions related to Sediment Management and one alternate from each Party to act in the absence of the primary Party representative. If no representative is or has been designated by a Party, notices shall be delivered to any person or office authorized to receive service of process

on behalf of the Party. Each Party shall have one vote on the DESC, regardless of the number of representatives for the Party.

2.3. Authority and Duties of the DESC

The DESC shall have the following authority and duties, to the extent consistent with Chapter 39.34 RCW:

- 2.3.1.** To adopt its own bylaws, rules and procedures. Unless the DESC adopts specific rules or procedures that conflict with Robert's Rules of Order, the most current version of Robert's Rules of Order shall govern.
- 2.3.2.** To select a Chair and Vice-Chair.
- 2.3.3.** To review and either approve or reject written dredge event proposals submitted by the Project Manager.
- 2.3.4.** To review, and either approve or reject requests to expend funds from the State Account and from the Local Account for Sediment Management.
- 2.3.5.** To set general investment strategies for the Local Account, provided that only Local Parties are authorized to vote with respect to matters affecting the Local Account.
- 2.3.6.** To monitor and, if it determines appropriate, request audits of financial matters related to Sediment Management.
- 2.3.7.** To make decisions and implement matters related to and arising out of the subject of this Agreement and Sediment Management not otherwise specifically addressed in this Agreement.

2.4. Decision Making/Voting

The DESC shall decide matters brought before it by majority vote, defined as a clear majority of the Parties who are members of the DESC at the time of a vote and entitled to vote on the specific matter. By way of example, if the DESC consists of 7 Parties at the time of the vote, an affirmative vote of 4 Parties is required to pass a motion; if the DESC consists of 8 Parties at the time of a vote, an affirmative vote of 5 Parties is required to pass a motion. Each Party shall have one vote, regardless of the number of Party representatives.

2.5. Meetings

- 2.5.1.** The DESC shall meet annually, as scheduled by the Project Manager. At least fourteen (14) days prior to each annual meeting, the Project Manager shall provide each member with a written report consisting of

bathymetric surveys, a recommendation of whether or not a dredge event is needed, financial information to include current account balances, records of receipts and expenditures from all accounts, and any other information relevant to understanding costs.

- 2.5.2.** In addition to the annual meeting, meetings of the DESC may be called by the Project Manager, or by any Party by written request to the Project Manager, which meeting shall be held not later than 45 days from delivery of the written request, unless a later date is agreed to by a clear majority vote of the Parties, as defined below. The Project Manager shall be responsible for scheduling any such additional meeting and providing not less than fourteen (14) days' notice to each Party, which shall include the purpose of the meeting and materials relevant to such purpose; provided, however, that to address issues requiring an immediate response, notice shall be the best practicable under the circumstances.
- 2.5.3.** During dredging events, and beginning no later than 30 days prior to the start of in-water construction, the DESC and Project Manager shall meet weekly to keep the DESC apprised of progress, particularly related to budget and schedule. Such weekly meetings shall be convened and facilitated by either the Project Manager (for dredging at the marinas and marina access areas) or Port (for dredging at the Port vessel berths, if contracted separately from marina dredging). The weekly meetings can be cancelled at the discretion of the convening entity, in coordination with the DESC, based on construction workflow and progress.
- 2.5.4.** Attendance at a meeting of the DESC may be in person or by any virtual/videoconferencing means that allows all representatives to hear, be heard, review materials being presented, and fully participate in the proceedings. A meeting of the DESC may commence once a majority of the representatives of the Parties subject to the Agreement are in attendance (quorum).

2.6. DESC Chair and Vice-Chair

- 2.6.1.** The first order of business of the DESC at its initial meeting, at each annual meeting, and at any meeting where the DESC does not have a currently serving Chair and/or Vice-Chair, shall be to elect one Party representative to serve as DESC Chair and one Party representative to serve as DESC Vice-Chair, each with a term beginning upon election and lasting until the next annual meeting. A representative for DES shall act as the DESC Chair until the initial meeting. If an elected Chair is no longer able to serve the Vice-Chair shall assume the position of DESC Chair until the next annual DESC meeting.

- 2.6.2.** The DESC Chair shall convene and facilitate all DESC meetings and communicate decisions of the DESC to the Project Manager, the State Finance Manager, and the Local Party Treasurer.

3. Project Manager

DES shall appoint an individual to be the Project Manager for Sediment Management, with the following authority and duties:

- 3.1.** At least annually, and not later than 14 days prior to each annual meeting of the DESC, the Project Manager shall send to all Parties a report as described in Section 2.5.1.
- 3.2.** As described in and limited by Section 10.6, the Project Manager shall monitor and report to the DESC on bathymetric conditions at the marinas and access areas through annual bathymetric surveys, consult with marinas, negotiate adaptive management with the marinas as needed, recommend contract for and manage dredge events at the marinas, report on completed dredge events, and coordinate with the Port.
- 3.3.** Upon approval of a dredge event proposal by the DESC as described in Section 10.7, manage the advertising, bidding, contracting, and contract management processes in conformance with applicable law and this Agreement. The State (acting by and through DES) shall be the contracting party for such contracts for Sediment Management at the marinas.
- 3.4.** Respond to reasonable requests from a Party or Parties for information regarding the status of Sediment Management within 30 days of receipt. The Project Manager shall have responsibility for maintaining all records concerning Sediment Management and acting as the records custodian for the DESC.
- 3.5.** Negotiate, enter into, and manage separate contract(s) with the marinas regarding marina funding for Sediment Management.
- 3.6.** The Project Manager's office shall be the principal office for Sediment Management, and the Project Manager is designated and authorized to receive any notices required to be given regarding Sediment Management.

4. Port of Olympia

The Port shall maintain responsibility for Sediment Management within its vessel berths. This includes oversight and management of all bathymetric surveys, design, permitting and dredging. Upon approval of the dredge event proposal by the DESC as described in Section 10.7, this includes managing the advertising, bidding, contracting, and contract management processes in conformance with applicable law and this Agreement. The responsibilities of the Project Manager do not extend into the Port vessel berths.

5. Financial Management – Overview

Funding will be received from three sources: funding through State appropriations, funding from Local Parties through their individual funding mechanisms, and funding from the marinas. Funding from the marinas will be addressed by separate agreement among the marinas and the State, and is therefore not addressed in this Agreement except to the extent that availability of funding provided by the marinas is a necessary prerequisite to expending or obligating State and Local Party funds.

With respect to funding addressed by this Agreement, the Parties' goals are to ensure that all Parties participate in Sediment Management expenditures, that funds provided by Local Parties over time can be invested in secure instruments not amenable to re-appropriation or transfer (i.e., sweeping) by the State, and that funding provided by the State, which by necessity will occur at or near the time of a planned expenditure, is a necessary prerequisite to expending or obligating Local Party or marina-provided funds.

To accomplish these goals, two accounts will be created. The first account, referred to herein as the State Account, will hold funds appropriated by the State legislature generally at or near the time of a planned expenditure and will be under the control of the State, acting by and through DES.

The second account, referred to herein as the Local Account, will be established by the Local Parties and will hold funds deposited over time by the Local Parties that will be invested in instruments to ensure no loss of principal and that are consistent with all applicable laws, regulations, and polices. The Local Account will hold no State funds and is not subject to reappropriation or transfer (i.e., sweeping) by the State.

Expenditures by the DESC will be on a three-way "match" basis, with the authority to expend funds from any one of the three funding sources (State, Local Parties, marinas) contingent on funding being provided by all three funding sources; provided, however, that the State may fulfill its entire financial obligation of the Agreement by providing full funding (lump sum, as shown in Exhibit 3 adjusted for inflation) ahead of schedule and receiving authorization from the DESC to use a larger portion of State funds while those funds are available from the State so long as the total state contribution is consistent with the percent allocation provided in Exhibit 3.

Specific processes for receipt, investment, and expenditure of Sediment Management funds are set forth in Section 10.

5.1. State Finance Manager: DES shall function as the State Finance Manager for the State Account. At its earliest opportunity, the State shall establish an account to receive, hold, and invest funds appropriated by the legislature or obtained through grants or other sources that require State control of funds (collectively, State Funds). The State Finance Manager shall invest State Funds in

instruments that will ensure no loss of principal and are consistent with all applicable laws, regulations, and accounting standards, and in a manner so that State Funds are available when needed to pay Sediment Management costs.

- 5.2. Local Party Treasurer:** The Thurston County Treasurer shall act as Treasurer for the Local Parties unless changed by the Local Parties. The Local Party Treasurer shall establish an account to receive, hold, and invest funds from the Local Parties (Local Funds), which shall serve as the operating account of the Local Parties in accordance with RCW 39.34.030(4)(b). The Local Party Treasurer shall manage and invest Local Funds in accordance with general investment guidance from the DESC, in accordance with all applicable laws, regulations, and accounting standards, and in a manner so that funds are available when needed to pay Sediment Management costs.
- 5.3.** The State Finance Manager and Local Party Treasurer shall prepare such financial information as requested by the Project Manager to provide to the DESC in the annual report. At a minimum, such information shall include current balances in the State and Local accounts and amounts appropriated by the State legislature (but not yet in the State Account).
- 5.4.** The State Finance Manager and Local Party Treasurer shall respond to reasonable requests from a Party or Parties for information regarding the status of Sediment Management within 30 days of receipt of the request.

6. Term

6.1. Effective Date

This Agreement is effective when (i) all Parties have duly executed, (ii) the Agreement has been filed with the Thurston County Auditor pursuant to RCW 39.34.040, and (iii) the Agreement has been approved pursuant to RCW 39.34.050.

6.2. Expiration Date

This Agreement will expire on December 31, 2050, unless some or all Parties agree in writing to renew for an additional term, or unless terminated in accordance with its terms.

6.3. Extension

Prior to the end of 2045, the Project Manager will convene the DESC to determine whether to extend the Agreement, and if so, on what terms and with which Parties. In this meeting, the DESC must consider, among other things, the then-current state of navigation in West Bay, to include the following, at a minimum:

- Public and private navigational interests
- Condition of infrastructure
- Actual cost/operation of dredge activities over the previous period of agreement
- Available alternatives to more dredging
- Desire of Parties to continue supporting objectives of the agreement

7. Non-Project Conditions/Port Clean-Up

Prior to and separate from construction of the Project, it is anticipated the Port will implement a project to remediate sediment contamination in West Bay (as part of the larger remediation of Budd Inlet) to conditions satisfactory to the Washington State Department of Ecology and the U.S. Army Corps of Engineers (USACE). This Port-led remediation is separate from the Project and Sediment Management and is not part of the Agreement. However, it is anticipated that the 5th Avenue Dam will not be removed until the Port-led remediation in West Bay is complete.

If the Port remediation is not conducted before removal of the 5th Avenue Dam, it would significantly increase the cost of the maintenance dredging to be conducted under the Agreement by likely requiring dredged material to be disposed of upland, increasing the number of dredge events that would occur under the term of this agreement and significantly complicating legal responsibility for the first maintenance dredging event.

The Port is currently targeting the late 2020s for remedial action throughout lower Budd Inlet. Based on the current Project schedule, the earliest the 5th Avenue Dam could be removed is 2033. The Port and the State will partner on funding strategies to support the Budd Inlet Remediation Project with the intent to expedite funding for remediation in West Bay. The Port and the State will also (1) coordinate efforts to consider prioritization of remediation in West Bay, (2) minimize potential conflicts and redundant efforts, and (3) maximize the benefit to the Deschutes Estuary and Port area. This coordination will help ensure that the Port-led remediation and DES-led estuary construction do not interfere with each other and, to the extent feasible, complement each other.

8. Sediment Management Design, Permitting, and Construction

8.1. Planning and Design

The State, acting through DES, will fund, manage, and have authority over design and permitting of the Project. The Legislature appropriated initial funding for design and permitting during the 2023 legislative session and work is underway. Assuming additional funding is secured, this phase will conclude in approximately 3 to 5 years. During the design and permitting process, DES will coordinate with Olympia on the design of the 5th Avenue Bridge, with Tumwater on the South Basin boardwalks, and with LOTT and Olympia on existing utility assets surrounding Capitol Lake that will be affected by the Project, to ensure that these physical assets meet applicable design standards, satisfy applicable procedural and process requirements, and are acceptable to the receiving Party. The details of each design process and asset transfer will be governed by a separate agreement (Attachments 1 through 4) between the State and the receiving Party.

DES will coordinate with the Squaxin Island Tribe, which may oversee management of the constructed habitat to develop the estuary restoration design, incorporate tribal knowledge and lessons learned on other similar projects, and ensure that design of the Project is acceptable to the Squaxin Island Tribe.

8.2. Restoration and Construction

The State, acting through DES, will fund, manage, and have authority over estuary restoration and construction or replacement of existing physical assets (together “construction funding”). If construction funding is secured without delay, construction of the Project could begin in the late 2020s and is estimated to occur over a 6- to 8-year period.

8.3. Physical Assets

After the State completes construction of the physical assets, the State will transfer governance and/or ownership of specific physical assets to individual Parties in accordance with Table 1, below. Each transfer will be governed by a separate agreement between the State and the receiving Party (Attachments 1 through 4). Upon transfer of ownership of a physical asset, the receiving Party will have full ownership in perpetuity, to include all maintenance responsibility and risk of loss.

Table 1. Governance Responsibilities of Physical Assets

Receiving and/or Responsible Entity	Asset/Governance Responsibility	Time of Transfer
State of Washington	Infrastructure to support boating, fishing, recreation in estuary, as needed Staffing decontamination stations Maintain Middle Basin boardwalk. Bathymetric surveys, design, permitting, contract management for maintenance dredging outside of federal navigation channel and turning basin and port vessel berths	Upon construction completion
City of Olympia	New 5 th Avenue Bridge Refer to Attachment 1 for the City of Olympia Subsidiary Agreement	Upon construction completion
City of Tumwater	South Basin Boardwalks Refer to Attachment 2 for the City of Tumwater Subsidiary Agreement	Upon construction completion
Port of Olympia	Bathymetric surveys, design, permitting, and contract management for maintenance dredging in port vessel berths Lead coordination with USACE on maintenance dredging in federal navigation channel and turning basin. Refer to Attachment 3 for the Port Addendum	N/A; the Port currently serves in this role and nothing in this Agreement shall affect the Port's existing authority over its assets and responsibilities
Squaxin Island Tribe	Lead biological monitoring of the restored estuary to include fish monitoring at a minimum. If additional funding is obtained, participate in implementing Habitat Enhancement Plan for constructed habitat in the 260-acre basin, formerly Capitol Lake.	Upon construction completion
Thurston County	None identified	N/A

Receiving and/or Responsible Entity	Asset/Governance Responsibility	Time of Transfer
LOTT	Replaced LOTT Utilities Refer to Attachment 4 for LOTT's Subsidiary Agreement	N/A; LOTT owns existing utility lines within the Project Area. The LOTT-owned utilities replaced by DES during construction will remain under LOTT ownership.

9. Estuary Administration and Management

The State will be responsible for management of the restored estuary and for expenses related to such management except expenses related to Sediment Management in navigational areas as described in Section 10, below, or expenses related to assets governed by other entities.

10. Sediment Management

The Parties will collectively fund and govern Sediment Management in navigational areas of West Bay during the term of this Agreement. Sediment Management under this Agreement includes only sediment removal (dredging) and disposal of dredged material (dredging and disposal of dredged material are also referred to as a “dredge event”).

As part of its responsibilities, DES will, at its own cost, perform bathymetric surveys at least annually at the marinas and marina access areas to evaluate sediment accumulation and determine if dredging is required, will complete design and secure programmatic permits for dredging within the marinas and marina access areas, and will be responsible for contract management for marina dredging. Consistent with Table 1 above, the Port will, at its own cost, provide these governance responsibilities for the port vessel berths.

10.1. Maintenance Dredging and Cost Estimate Assumptions

- 10.1.1.** Maintenance dredging will occur when required to prevent significant adverse impacts from occurring in the navigational areas of West Bay. “Significant adverse impacts” are when any one of the following criteria (i.e., dredge triggers) are forecast to occur: (1) vessels accessing the Federal Navigation Channel and Port of Olympia have to wait more

than 4 hours for channel access due to water depth and low tide conditions caused by sediment deposition on more than one consecutive occasion; (2) more than 10% of anticipated small craft vessels at any single marina are unable to access leased moorage due to shallowed water depth caused by sediment deposition; or (3) any applicable law or regulation requires dredging to be performed.

- 10.1.2.** Numerical modeling conducted for the EIS suggests that maintenance dredging to avoid significant impacts to navigation from sediment accumulation will be needed in areas of the West Bay of Budd Inlet on an average and approximated frequency of every 6 years. The actual rate of sediment accumulation is highly dependent on river flow conditions, which vary.
- 10.1.3.** Estimates conservatively assume that the earliest the 5th Avenue Dam could be removed is 2033. The total estimated Sediment Management costs also assume three dredging events, based on the 18-year duration between 2033 and 2050 and the estimated 6-year frequency of maintenance dredging that is based on hydrodynamic and sediment transport numerical modeling conducted for the EIS. If removal of the 5th Avenue Dam is delayed such that there is reasonable certainty that fewer than three dredging events will be necessary during the term of the Agreement, the Parties may adjust total estimated Sediment Management costs and annual payments.
- 10.1.4.** The Parties have negotiated this Agreement using planning-level cost estimates. Civil, environmental, and coastal engineers developed planning-level cost estimates using costs for other maintenance dredging projects in the Puget Sound region and marine environments, hydrodynamic and sediment transport numerical modeling in the EIS that predicts sediment accumulation under the Estuary Alternative, and triggers to initiate dredging events (see Footnote 3 and Section 10.1.1). Planning-level cost estimates also assume in-water disposal of the dredged sediment; this is based on the assumption that the Port will remediate sediment contamination in navigational areas of West Bay, and it is based on sediment data from Capitol Lake as provided in Attachment 15 of the EIS and a projection that invasive species will not persist in the material to be dredged as described in Attachment 8 of the EIS.
- 10.1.5.** The following measures have been implemented to increase certainty that funding will remain available for Sediment Management for the term of this Agreement:
- Cost estimates are based on planning-level costs developed for the EIS, escalated using the assumptions detailed in Section 10.1.6 below. They are consistent with Class 4 estimates

prepared using standards established by the Association for the Advancement of Cost Engineering and include a 15% contingency. The planning-level cost estimates have an accuracy variation of minus 25% to plus 35%. The higher end of the planning-level cost estimate range (+35%) has been used.

- Annual payments will begin once the State has secured enough construction funding to complete the Project through removal of the 5th Avenue Dam. This will likely be more than a decade before the first dredge event is triggered. Interest may accrue during this time.
- The Parties cannot adjust downward the total dredge cost estimate upon which annual payments are based during the initial term of this Agreement, even if actual Sediment Management costs are less than expected in the initial dredge event. Holding the total contributions consistent with Exhibit 3 will increase certainty that funds will be available while acknowledging that dredging frequency, environmental conditions, and costs could vary over the initial Agreement term.

10.1.6. Costs have been escalated from EIS planning-level costs. The following escalation assumptions were used.

- Cost estimates were originally prepared and presented in the Draft EIS in 2020 dollars and were escalated to 2022 dollars in the Final EIS using an annual escalation rate of 8%. This rate reflects the historically high levels of inflation in the economy during this period and is informed by specific trends in construction-related inflation.
- Costs were escalated forward from 2022 dollars through the period of the Agreement using an initial escalation factor of 4.5%. This escalation rate is based on a review of dredge-related cost trends over the last 30 years (including non-residential building construction costs, fuel costs, and CPI) and is at the high range of these sources, which reflects two factors present at the time of this ILA: 1) the relatively high level of economic uncertainty and 2) projections for continued strong demand for infrastructure-related construction services.

10.1.7. The State Finance Manager and Local Party Treasurer will invest funds in accordance with Sections 5.1 and 5.2, and the estimated annual payments are calculated assuming an annual investment growth at 2%.

10.2. Sediment Management Cost Allocation and Annual Payment Estimates

10.2.1. Percent Allocation

Costs for Sediment Management above those costs associated with dredging of the No Action Alternative (baseline; i.e., the increase in sediment accumulation in navigational areas of West Bay as a result of dam removal, atop the baseline amount of sediment accumulation that would already pass through the 5th Avenue Dam and settle in these areas if the dam remained in place) are allocated among the Parties on a percentage basis as set forth in Exhibit 3 below. This percentage will be used to allocate dredge event contract costs only (refer to Exhibit 4 for an estimated annual payment schedule incorporating cost assumptions detailed in Sections 10.1 and 10.2). Parties shall be responsible for their own overhead and “soft costs” associated with their obligations under this Agreement, including those governance responsibilities outlined in Table 1 and participation on the DESC. These additional costs are not estimated or included in any of the costs presented in this agreement.

10.2.2. Estimated Annual Payments

Exhibit 4 provides the estimated annual payment schedule for the term of the Agreement. The estimated annual payment is calculated by proportionally dividing the planning-level costs for dredge events, (escalated through the agreement at an initial rate of 4.5% as described in Section 10.1.6), by the number of payment years (X, partial years count as a full year) and the percent allocation share as shown in Exhibit 3. Each Party agrees to make annual payments (determined as above) on or before December 31 of each year, beginning the year the State secures sufficient construction funding for estuary construction and removal of the Fifth Avenue Dam, through the end of the Agreement term. Late payments shall accrue interest at the rate of 18% per annum, compounded daily.

10.2.3. Initiation of Annual Payments

The State Finance Manager shall notify all Parties when the State has formally secured construction funding for estuary construction and removal of the Fifth Avenue Dam. Each Local Party will begin making annual payments as set forth in Section 10.2.2 by December 31 of that year.

10.2.4. Cost Assumption and Annual Payment Review

No later than 5 years following the first annual payment, the Project Manager, the State Finance Manager, and the Local Party Treasurer

will review the escalation and investment assumptions used to calculate estimated payments (as shown in Exhibit 4) and recommend to the DESC revisions as appropriate to reflect new information and economic conditions.

Thereafter, following each dredge event (refer to Section 10.6), the Project Manager, the State Finance Manager, and the Local Party Treasurer shall prepare a report to the DESC regarding the costs of the dredge event with respect to the overall Sediment Management projections and shall recommend adjustments to the annual payments as appropriate, including a review of escalation and investment growth assumptions.

10.3. Notice of Failure to Pay

If a Party fails to make a payment required under this Agreement when due, to include the State failing to appropriate funds when required, the State Finance Manager or Local Party Treasurer shall notify the Party of the failure in writing, with copies to the Project Manager and to all other Parties. A Party's failure to make a payment required under this Agreement within 2 years of receiving notice of non-payment from the Project Manager shall be considered a withdrawal for non-appropriation of funds under Section 11.2.2.

10.4. Refund of Excess Funds

If funds remain in the Local Account upon either the expiration or termination of the Agreement, and unless otherwise agreed to, each Local Party that is a member in good standing at the time of either expiration or termination of the DESC will be entitled to receive a refund of such excess funds based on a pro-rata calculation of the amounts paid into the Local Account; provided, however, that the return of any amounts paid into the Local Account by an entity withdrawing from this Agreement for convenience or due to non-appropriation of funds shall be at the discretion of the remaining Local Party members of the DESC.

10.5. Audit Rights

Upon reasonable notice, but not more frequently than annually, any Party may call for an examination of the books and records of the State or Local Accounts solely as related to this Agreement. The DESC may appoint an auditor, accountant, or one or more of the Parties to perform such review. Any costs of hiring outside auditors or accountants shall be borne by the Party or Parties requesting the audit.

10.6. Sediment Monitoring and Adaptive Management

10.6.1. Monitoring/Reporting

The Project Manager will ensure that, at least annually, a bathymetric survey is completed in the marinas and marina access area of West Bay. Upon completion, the Project Manager shall review the bathymetric survey and analyze whether the dredge triggers defined in Section 10.1.1 have been met. The bathymetric data will be shared with each Party along with a summary describing how it relates to timing and scope of future dredge events as part of the annual report provided to DESC.

10.6.2. Consultation/Adaptive Management

Throughout the Project, and particularly in response to bathymetric surveys indicating a dredge event may or soon will be triggered, the Project Manager will evaluate whether adaptive management measures can be implemented that will reduce the scope and cost of Sediment Management, or disruption to navigation and marina operations of future dredge events. The Project Manager may coordinate directly with the marinas in this process. The Project Manager may implement adaptive management measures that result in a reduction in overall Sediment Management costs. The Project Manager will report on adaptive management measures considered and rejected or authorized for implementation in the annual report.

10.6.3. Coordination with Port

The Port is responsible for bathymetric surveys, design, permitting and contracting for Sediment Management in its vessel berths. The Port shall work in good faith with the DESC and its members, the Project Manager, the State Finance Manager, and the Local Party Treasurer to coordinate dredging efforts within Port vessel berths as set forth in Attachment 3 (Port Addendum). The Port shall report to the DESC and Project Manager results of Port bathymetric studies taken in the Port's vessel berths and the Federal Navigation Channel. When Port bathymetric surveys establish that dredging is necessary to prevent significant adverse impacts at Port vessel berths, the Port shall provide the DESC and the Project Manager written confirmation that dredge triggers have been met and with a Port dredging plan.

10.6.4. Dredge Event Proposals

When, after consideration or implementation of adaptive management measures, the Project Manager determines that the criteria for a dredge event at the marinas have been met and a dredge event is necessary to prevent significant adverse impacts at the marinas, the Project Manager shall provide DESC with a written dredge event proposal. This proposal may be part of the Project Manager's annual report. The dredging proposal must describe the scope, timing and order of magnitude cost of the dredge event with sufficient data and information to allow the DESC to evaluate the proposal. The dredging proposal must also confirm that State, Local, and marina funding is available to meet funding obligations under this Agreement.

The Project Manager, in developing the dredge event proposal, shall meet with the Port to determine whether dredging is also needed at the Port. If dredging at the Port is needed, the Project Manager shall include that information and a description of the coordination to the DESC as part of a dredge proposal. The goal of this coordination is reduce costs through efficient dredge implementation.

10.7. DESC Dredge Event Funding Approval

Within 30 days of receiving a written dredge event proposal, the DESC shall meet to approve or reject the dredge event proposal. The DESC may reject the Project Manager's written dredge event proposal only on the following grounds: (1) the data do not support a finding that the criteria for a dredge event have been met; (2) adaptive management measures have not been sufficiently considered or implemented; or (3) there are insufficient funds to pay for the proposed dredge event. Unwillingness to expend funds from the Local Account, by itself, is not a sufficient ground for objecting to a proposed dredge event. The DESC may not reject a dredge event proposal if the failure to implement the dredge event proposal would result in any Party being in violation of applicable law, regulation, or valid order of an entity with authority to issue such an order. A decision by the DESC shall be in writing and takes effect 11 business days after it is delivered to the Parties, unless objected to, in which case the decision takes effect upon resolution of the objection in accordance with Section 12. The Project Manager may revise and/or resubmit a rejected dredge event proposal to the DESC at any time.

10.8. Objection to DESC Dredge Event Decision

If a Party objects to either the approval or rejection of a dredge event proposal by the Project Manager, it must, within 10 days of the DESC's decision to either

accept or reject the dredge event as per Section 10.7, deliver a written objection to the Project Manager with a copy to all Parties providing data and information sufficient to allow the Project Manager and other Parties to evaluate the objection. Upon receipt of a written objection the Parties shall meet and confer and attempt to reach consensus regarding the objection. If the parties cannot reach consensus, the dispute resolution procedures in Section 12 (Disputes/Enforcement) shall apply. An objection to a rejected dredge event proposal made under this section does not preclude submission to the DESC of a revised dredge event proposal.

10.9. Dredge Event Contract Approval

When a DESC decision to approve a dredge event becomes effective, the Project Manager shall solicit, receive, and evaluate proposals for the dredge event and shall select a preferred contractor(s) and/or consultant(s) in accordance with applicable law. Each dredge event contract shall contain a ten percent (10%) contingency and be within the DESC-approved amount.

10.10. Dredge Event Expenditure Process

When a DESC decision approving the dredge contract(s) becomes effective, the State Finance Manager shall confirm to the Local Party Treasurer that State Funds and marina funds sufficient to meet State and marina obligations for the dredge event have been deposited in the State Account. Upon receipt of such confirmation, the Local Party Treasurer shall transfer sufficient funds from the Local Account to the State Account to meet the Local Parties' obligations for the dredge event.

When, and only when, the State Finance Manager has received into the State Account sufficient State, Local, and marina funds to meet their respective obligations, the Project Manager is authorized to execute the contract(s), and the State Finance Manager is authorized to pay invoices for the contract(s) from the amounts in the State Accounts allocated to the contract(s). All payments shall be in arrears based on periodic invoicing.

10.11. Dredge Event Project Management

The Project Manager shall be responsible for managing dredge events and the dredge event contracts for the marina and marina access area. The Project Manager shall endeavor to manage costs within the approved contract amount, but shall have authority to expend up to the 10 percent contingency after notification to the DESC but without further DESC formal action. DESC approval is required for expenditures exceeding the 10 percent contingency amount.

10.12. Dredge Event Reporting and Adjustments

After each dredge event, the Project Manager, the State Finance Manager, and the Local Party Treasurer shall provide the Parties with a summary report for the dredge event to include final costs with sufficient detail to enable the Parties to consider alterations to the Sediment Management program and/or to implement other adaptive management practices for future dredge events. This summary may be provided in the Project Manager's annual report to the DESC for the following year. Adjustments to total Sediment Management costs and/or annual payments will trigger the renegotiation rights described in Section 11 only if adjustments cause projected costs to increase above agreed-upon allocations.

11. Termination, Withdrawal, and/or Renegotiation

11.1. Termination and Withdrawal for Project Delay

If removal of the 5th Avenue Dam is not completed within a reasonable time frame, defined currently as prior to 2045, the DESC has the right to terminate the Agreement and any Party has the right to require renegotiation of the terms of the Agreement and the right to withdraw from the Agreement without further financial obligations.

11.2. Withdrawal for Convenience/Non-Appropriation of Funds

11.2.1. A Party may withdraw from the Agreement for convenience at any time upon written notice to the Project Manager and all Parties, provided that before withdrawing, the withdrawing Party provides funds sufficient to satisfy all financial obligations of the withdrawing Party for the term of the Agreement in effect at the time of withdrawal, and the withdrawing Party has satisfied all specific performance obligations under the Agreement.

11.2.2. A Party, to include the State, may withdraw from the Agreement if its governing body fails to appropriate and/or provide sufficient funds to make required payments under this Agreement. A Party withdraws due to non-appropriation of funds at the earlier of the Party providing written notice to the Project Manager and all Parties of withdrawal due to non-appropriation of funds, or two years after receiving notice from the State Finance Manager and/or Local Party Treasurer of the failure to make a payment required by this Agreement. A Party withdrawing due to non-appropriation, to include the State, must satisfy all specific performance obligations under the Agreement, to include subsidiary agreements. However, the withdrawing party is no longer obligated, indebted, or otherwise responsible to make an annual payment under

Section 10 of this Agreement for the year of non-appropriation and all remaining years under this Agreement.

11.2.3. Upon withdrawal for convenience or due to non-appropriation of funds, the withdrawing Party is no longer a member of the DESC.

11.2.4. A Party withdrawing for convenience or due to non-appropriation of funds shall not be entitled to a refund of any funds previously deposited in Local Account, or any interest thereon.

11.3. Renegotiation.

If one or more of the following specific events occur, the Project Manager will convene the DESC to consider modification of the Sediment Management program to avoid significant impacts to navigation in West Bay through the initial term of the Agreement:

11.3.1. Sediment Management costs increase to a degree that funds will be exhausted prior to the expiration of the initial term of the Agreement (2050).

11.3.2. The marinas fail to provide funding sufficient to meet their obligations under a formal dredging program under the No Action Alternative (i.e., funding sufficient to dredge at the frequency needed to avoid significant adverse impacts⁵ and meet the terms of DNR leases if the 5th Avenue Dam were left in place).

11.3.3. A withdrawal by a Party for convenience or due to non-appropriation occurs.

11.3.4. Unforeseen environmental impacts (e.g., sea level rise, earthquake) necessitate additional mitigation and/or costs that have not been contemplated.

12. Disputes/Enforcement.

12.1. Each Party May Enforce

The Parties agree and recognize that this multi-party Agreement is the result of complex negotiations among individual entities each with individual interests and constituencies, and that the provisions of this Agreement are interdependent and represent a balancing of those individual interests and constituencies. Accordingly, the Parties agree that they each have authority to

⁵ Refer to Section 10.1.1 for a description of significant adverse impacts as it has been defined for this Interlocal Agreement.

enforce the obligations of each other Party under this Agreement, to include requiring specific enforcement of such obligations.

12.2. Disputes

Any disputes among Parties under this Agreement shall be resolved, if possible, by negotiation. If resolution cannot be reached, any Party may declare an impasse by delivering written notification of impasse to the Project Manager with a copy to each Party. Upon receipt of a notice of impasse, the Project Manager shall confer with the Parties involved in the impasse on an appropriate dispute resolution process, including, as a first preference, use of a mediator or other facilitated negotiation. If the Project Manager determines that the Parties cannot agree on a dispute resolution process, the dispute shall be decided by a panel of three arbitrators, one appointed by the Party(ies) initiating a notification of impasse, a second appointed by the Party(ies) responding to the notification, and the third by the two appointed arbitrators. A written decision by a majority of the arbitrators shall be the decision of the arbitration panel. Hourly payments for the arbitrators' time shall be in arrears and the arbitrators may, in the arbitrator's discretion, award costs and fees, to include reasonable attorneys' fees, to the prevailing Party/Parties. The decision of the arbitration panel shall be binding, subject to judicial review. Any dispute relating to the appointment of arbitrators shall be decided by petition to the Superior Court for Thurston County, Washington.

12.3. Choice of Law/Venue

This Agreement and any dispute arising under this Agreement shall be governed by the laws of the State of Washington. Venue for entrance of a decision of the dispute resolution panel and for any other reason shall lie exclusively in the Superior Court for Thurston County, Washington.

13. Administrative

13.1. Authority

This Agreement shall be executed on behalf of each Party by a duly authorized signatory, and pursuant to an appropriate motion, resolution, or ordinance of each Party. By executing below, each Party represents that it has authority to enter into and be subject to the terms of this Agreement.

13.2. Public Records

The Project Manager is responsible for maintaining Sediment Management records and responding to public records requests made to the DESC or related to Sediment Management. Each Party shall cooperate with the Project Manager and with other Parties in responding to any public records requests related to Sediment Management. Notwithstanding the above, each Party

shall be responsible for maintaining its own records and responding to public records requests for that Party's records.

13.3. Execution

This Agreement may be executed in counterpart and/or by electronically transmitted signature (pdf or similar).

13.4. Contact Information/Notice

Each Party shall provide updated contact information of its representative to the Project Manager and to all other Parties. Notice to the representative shall constitute notice to a Party.

13.5. Filing

Upon execution by all Parties, this Agreement shall be filed as required by RCW 39.04.040.

13.6. Entire Agreement/Amendments

This Agreement represents the entire and sole agreement of the Parties with respect to the subject matter herein and may be amended or modified only by written agreement of all affected Parties who are members of the DESC at the time of the Amendment.

13.7. Assignment

This Agreement shall be binding on each Party and its successors and may not be assigned in whole or in part without the written consent of all Parties.

13.8. No Third-Party Beneficiaries

This Agreement is not intended to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement or any of its provisions.

13.9. Waiver

The failure to require cure of a breach of any provision of the Agreement shall not be deemed a waiver of any subsequent breach, whether of the same or different provision.

13.10. Force Majeure

If a Party, the Project Manager, the State Finance Manager and/or the Local Party Treasurer, is or are rendered unable by Force Majeure to carry out, in whole or part, obligations under this Agreement and gives notice and full details of the event to the other Parties and Project Manager as soon as practicable after the occurrence, then during the pendency of such Force Majeure event

but for no longer period, the obligations affected by the event (other than the obligation to make payments due for performance prior to the event) shall be suspended to the extent required. Any entity claiming a Force Majeure event shall remedy the event as soon as possible.

13.11. Severability

If any portion of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

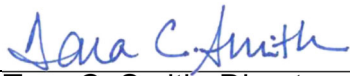
Exhibits

Exhibit 1	Sediment Management Dredging Areas
Exhibit 2a	Representative Annual Coordination Process & Marina Dredging Coordination
Exhibit 2b	Representative Annual Coordination Process for Port Vessel Berth Dredging Coordination
Exhibit 3	Recommended Sediment Management Allocations
Exhibit 4	Estimated Annual Payment Schedule

Attachments

Attachment 1	Fifth Avenue Bridge and Infrastructure Agreement
Attachment 2	South Basin Boardwalk and Related Infrastructure Agreement
Attachment 3	Port of Olympia Dredging Addendum to ILA
Attachment 4	LOTT Utility Agreement

Signatures



9/22/2024

Tara C. Smith, Director
Department of Enterprise Services

Date

Kris Peters, Chairman
Squaxin Island Tribe

Date

Mark Barber, City Attorney
City of Olympia

Date

Steven J. Burney, City Manager
City of Olympia

Date

Debbie Sullivan, Mayor
City of Tumwater

Date

Karen Kirkpatrick, City Attorney
City of Tumwater

Date

Matthew J. Kennelly, Executive Director
LOTT

Date

Signatures

Tara C. Smith, Director
Department of Enterprise Services

Date



Kris Peters, Chairman
Squaxin Island Tribe

9/12/24

Date

Mark Barber, City Attorney
City of Olympia

Date

Steven J. Burney, City Manager
City of Olympia

Date

Debbie Sullivan, Mayor
City of Tumwater

Date

Karen Kirkpatrick, City Attorney
City of Tumwater

Date

Matthew J. Kennelly, Executive Director
LOTT

Date

Signatures

Tara C. Smith, Director
Department of Enterprise Services

Date

Kris Peters, Chairman
Squaxin Island Tribe

Date

Mark Barber

10/03/2024

Mark Barber, City Attorney
City of Olympia

Date

Steven J Burney

10/09/2024

Steven J. Burney, City Manager
City of Olympia

Date

Debbie Sullivan, Mayor
City of Tumwater

Date

Karen Kirkpatrick, City Attorney
City of Tumwater

Date

Matthew J. Kennelly, Executive Director
LOTT

Date

Signatures

Tara C. Smith, Director Department of Enterprise Services	Date
--	------

Kris Peters, Chairman Squaxin Island Tribe	Date
---	------

Mark Barber, City Attorney City of Olympia	Date
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Steven J. Burney, City Manager City of Olympia	Date
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Signed by:  Debbie Sullivan, Mayor City of Tumwater	11/12/2024 Date
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DocuSigned by:  Karen Kirkpatrick, City Attorney City of Tumwater	11/7/2024 Date
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Matthew J. Kennelly, Executive Director LOTT	Date
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Signatures

Tara C. Smith, Director Department of Enterprise Services	Date
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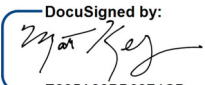
Kris Peters, Chairman Squaxin Island Tribe	Date
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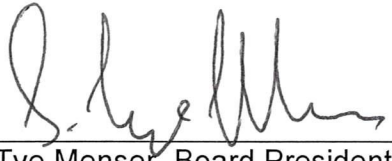
Mark Barber, City Attorney City of Olympia	Date
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Steven J. Burney, City Manager City of Olympia	Date
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Debbie Sullivan, Mayor City of Tumwater	Date
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Karen Kirkpatrick, City Attorney City of Tumwater	Date
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DocuSigned by:  E285A33BB6374CB...	10/16/2024
Matthew J. Kennelly, Executive Director LOTT	Date



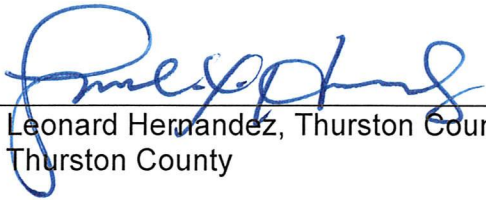
Tye Menser, Board President
LOTT

11-7-24

Date

Alex Smith, Executive Director
Port of Olympia

Date



Leonard Hernandez, Thurston County Manager
Thurston County

Nov 1, 2024

Date

Tye Menser, Board President
LOTT

Date

Alex Smith

Nov 5, 2024

Alex Smith, Executive Director
Port of Olympia

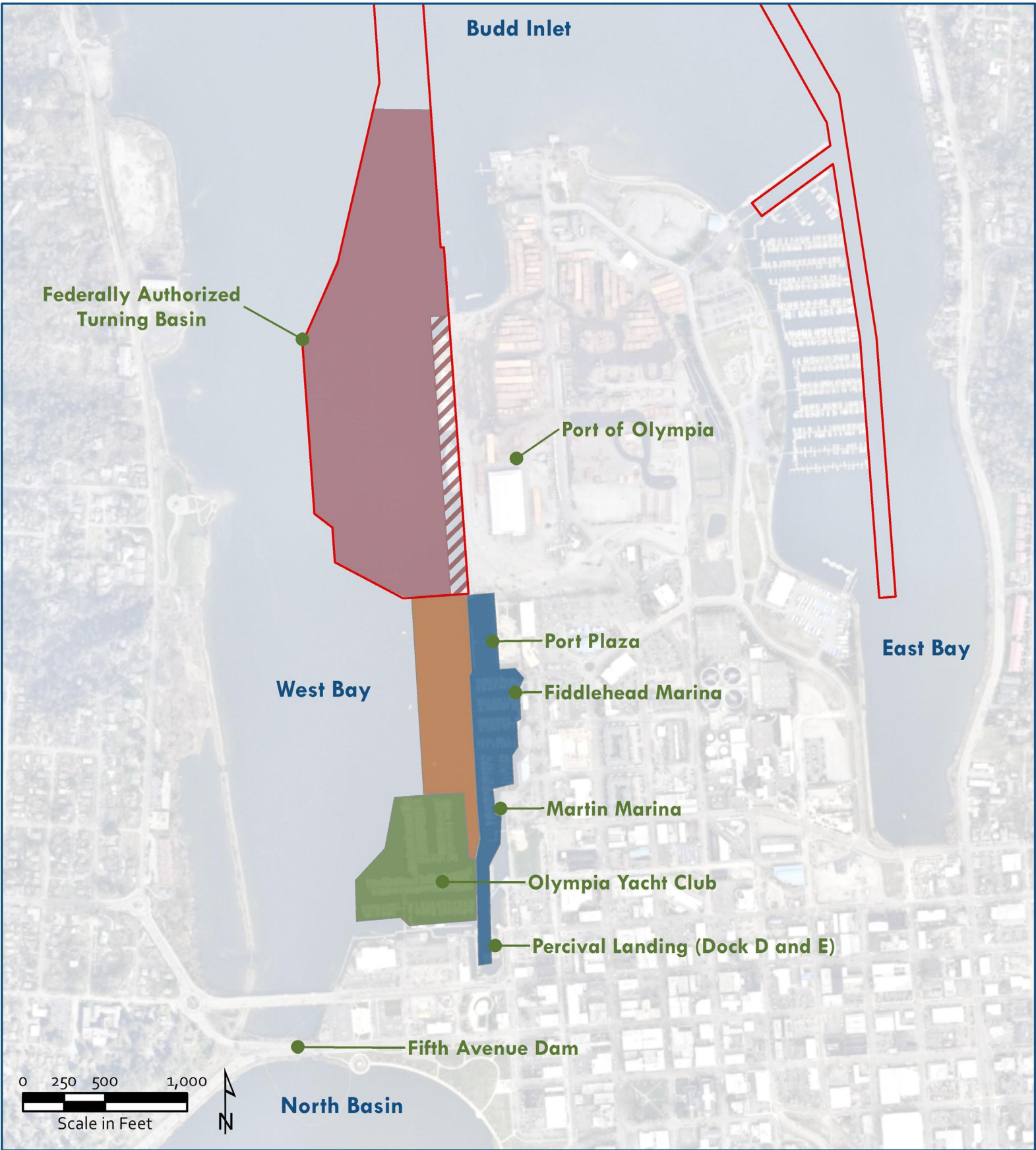
Date

Leonard Hernandez, Thurston County Manager
Thurston County

Date

Exhibits

Exhibit 1 Sediment Management Dredging Areas

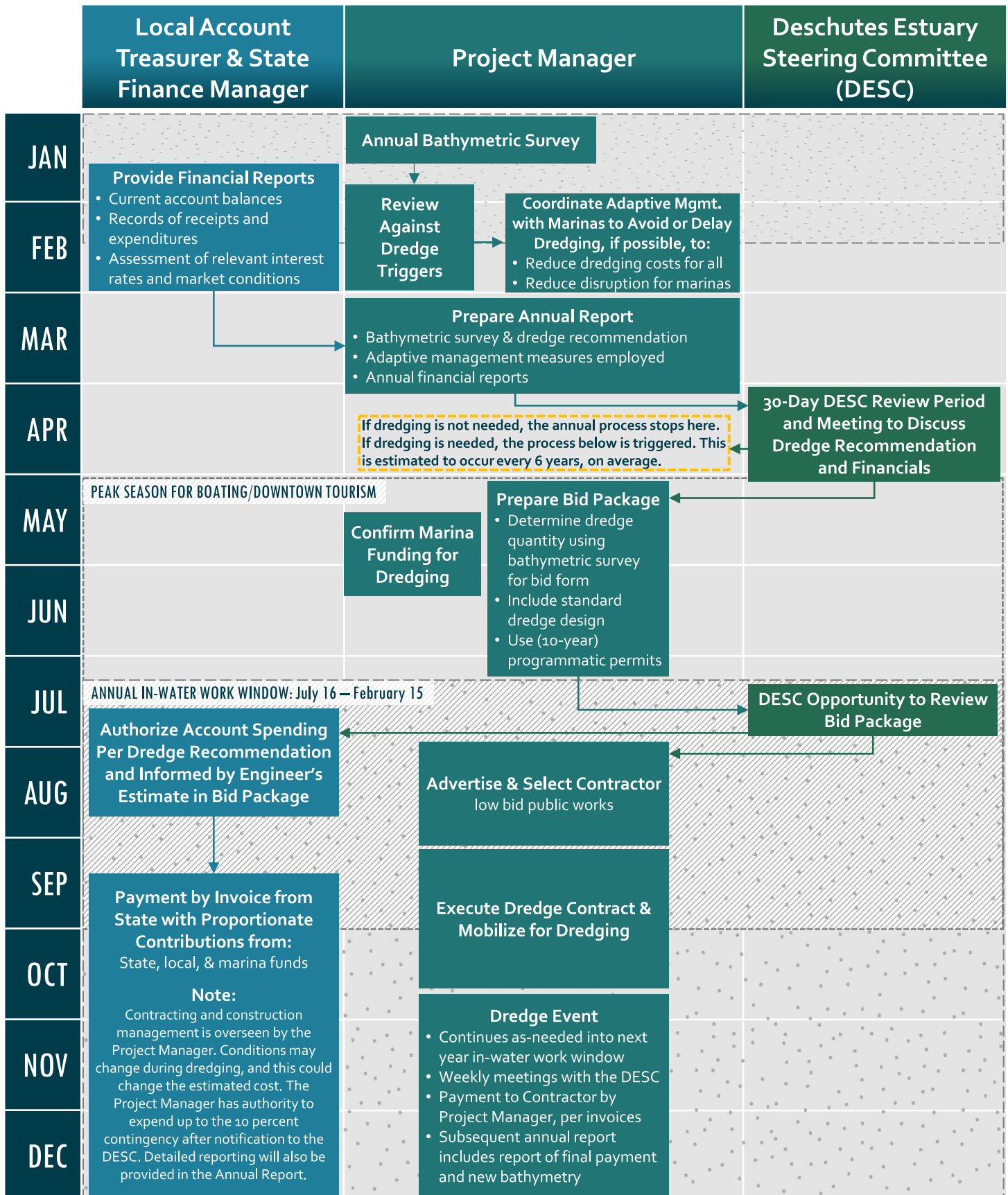


Legend

 Olympia Yacht Club	 Marina Access Area	 Port Vessel Berths (within FNC)
 Other Nearby Marinas	 Turning Basin (within FNC)	 Federal Navigation Channel



Representative Annual Coordination Process & Marina Dredging Coordination





Representative Coordination Process for Port Vessel Berth Dredging

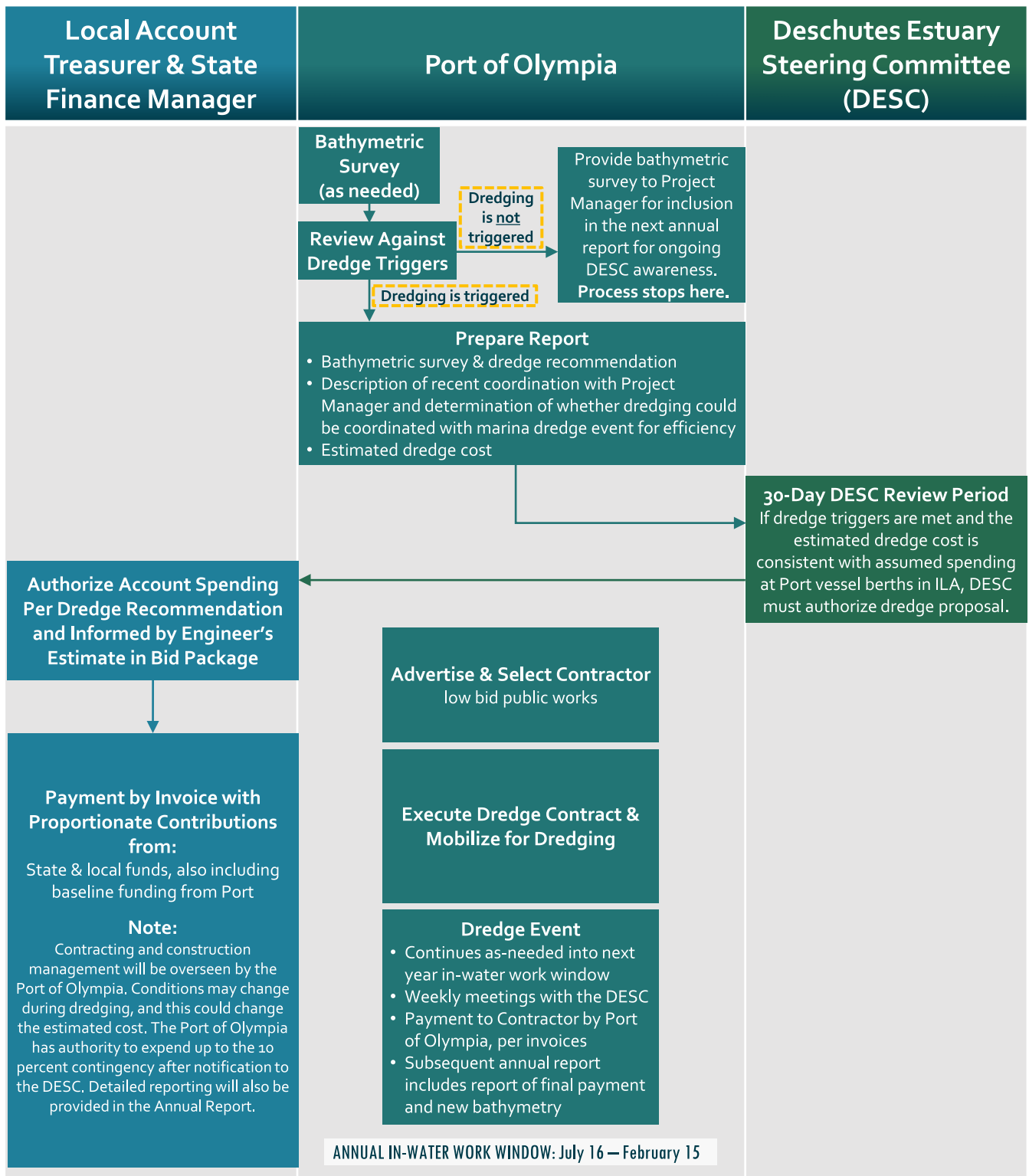


Exhibit 3. Recommended Sediment Management Allocations

The values in this table are based on planning-level cost estimates and are provided in 2022 dollars.

The allocations and associated cost estimates are provided for the term of the FGWG agreement only – through 2050.

This table of recommended allocations provides and equalizes the recommended allocations for Sediment Management across the FGWG. It recognizes that: (1) all parties benefit from estuary restoration and/or Sediment Management and (2) that differences in the magnitude of benefits cannot be mathematically derived but that the Project would be beneficial to each entity. Importantly, the City of Olympia is shown in an increased capacity from the remaining FGWG members given that the working waterfront and recreational boating infrastructure exists within the city limits and is adjacent to downtown Olympia, and arguably, the City of Olympia may derive the most direct benefits.

Entity ^(i, ii)	Allocation % for Maintenance Dredging of Increased Sediment from Estuary Alternative (above No Action Alternative)	Cost Estimate for Maintenance Dredging Equivalent to No Action Alternative ⁽ⁱⁱⁱ⁾	Cost Estimate for Maintenance Dredging of Increased Sediment from Estuary Alternative (above No Action Alternative) ^(iv)	Total Cost Estimate for Sediment Management (No Action Alternative + Increased Maintenance Dredging from Estuary Alternative)	Estuary Construction + Total Sediment Management	Allocation % Total (Estuary Construction + Sediment Management)
Olympia	~23.1%	\$0	\$4,297,000	\$4,297,000	\$4,297,000	2%
LOTT	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
Port	~15.4%	\$362,000	\$2,865,000	\$3,227,000	\$3,227,000	1%
Tumwater	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
Marinas	0.0%	\$5,800,000	\$0	\$5,800,000	\$5,800,000	2%
Thurston County	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
State	~15.4%	\$0	\$2,865,000	\$2,865,000	\$249,545,000	92%
Squaxin Island Tribe	0.0%	\$0	\$0	\$0	\$0	0%
	~100.0%	\$6,162,000	\$18,622,000	\$24,784,000	\$271,464,000	100%

Notes:

- i All values included in this table are represented in 2022 dollars and may use rounded values. An annual inflationary rate is to be included in each Party's annual payment of allocated Sediment Management funding; those inflation costs are not reflected in this table (refer to Exhibit 4). All values reflect planning-level cost estimates based on conceptual design (see Section 10). Parties shall be responsible for their own overhead and "soft costs" associated with their obligations under this Agreement.
- ii The total cost for Sediment Management represented in this table assumes removal of the 5th Avenue Dam occurs in 2033, which is the soonest that phased dam removal could begin—through 2050, which is the end date of the existing agreement. Based on hydrodynamic and sediment transport numerical modeling conducted for the EIS, maintenance dredging is assumed to occur at an approximate 6-year frequency, resulting in an estimated three dredge events in the 18-year duration between 2033 and 2050. These planning level costs reflect these assumed dredging events.

Delays in 5th Avenue Dam removal would reduce the duration assumed by this Agreement within which sediment conditions in West Bay have changed from existing conditions. If removal of the 5th Avenue Dam is delayed (particularly if the delay is long enough to eliminate an assumed dredge event), the total cost estimates for Sediment Management provided herein could be adjusted. In that scenario, adjustments in the total cost of Sediment Management will be reflected in the total costs allocated to each Party, but not the percentage allocation of each Party.

Each Party's annual payment is determined by dividing the member's total allocated Sediment Management costs (escalated) for the initial term of the Agreement by the number of years (partial years count as a full year) remaining in the initial agreement term of the Agreement at the time of the payment's deposit. The number of years used to determine the annual payment is dependent upon the State's receipt of construction funding to remove the 5th Avenue Dam. Each FGWG member is responsible for its annual allocated costs; however, they may divide over the initial term of the Agreement, as is described in Section 10.2, Sediment Management Cost Allocation and Annual Payment Estimates, of the Agreement. These costs assume that the Port of Olympia (Port) will have already dredged

existing contaminated sediment and has reestablished authorized depths in West Bay. That dredging of contaminated accumulated sediment is not associated with this Project, and those costs are not included in the costs represented here. The planned Port dredging of contaminated sediments is also expected to allow the future dredged material to be disposed of in-water.

The planning-level costs presented herein assume in-water disposal of dredged material. The maintenance dredging costs would significantly increase if dredged material were determined not suitable for in-water disposal.

Bathymetric surveys would be conducted to adjust dredging events to actual environmental conditions (surveys would occur annually at the marinas, at a minimum). These tables do not include costs for the annual bathymetric surveys. Costs associated with design and permitting (and associated efforts) are not included in these tables either, and they are currently assumed to be an in-kind contribution from the State as outlined in Table 1 of Section 8.3.

The last year of existing leases with the marinas in West Bay is 2050; these estimates align with that timeline and do not speculate about continued maintenance dredging past that time, potential new funding sources or different shared agreements, or potential marina decisions to relocate.

- iii This represents the estimated non-project costs associated with dredging impacted areas of West Bay based on sedimentation rates and patterns modeled for the No Action Alternative, assuming a formal dredging program with the same dredging triggers as defined for the Estuary Alternative. Numerical modeling shows that approximately 65% of the sediment would be dredged from the Federal Navigation Channel and turning basin; funding for that dredging is the responsibility of the U.S. Army Corps of Engineers (USACE). USACE-provided funding (for dredging equivalent to the No Action Alternative, or for increased Sediment Management under the Estuary Alternative, as described below) has not been included in this table at the request of the Parties. USACE funding for dredging is a critical component of maintaining navigation in West Bay.
- iv These costs reflect the increased Sediment Management costs beyond those that would be incurred by others under the No Action Alternative to avoid significant impacts to navigation in West Bay. Dredging in the FNC and turning basin, including additional dredging requirements resulting from the Project, is the responsibility of USACE and those costs are not included. Maintenance dredging needs equivalent to the No Action Alternative in impacted areas of West Bay would continue to be the responsibility of the Port, the marinas, and USACE; additional dredging requirements shown in this estimate resulting from the Project would be the shared responsibility of members of the Parties.

Exhibit 4. Estimated Annual Payment Schedule

Dredge Cost (Escalated at 4.5%)	Year		Olympia	LOTT	Port	Tumwater	Marinas	Thurston County	State [°]	Squaxin
Allocation % (Increased Sediment) ^a			23.1%	15.4%	15.4%	15.4%	0.0%	15.4%	15.4%	0.0%
Allocation % (Baseline + Increased Sediment) ^b			17.3%	11.6%	13.0%	11.6%	23.4%	11.6%	11.6%	0.0%
	1	2022								
	2	2023								
	3	2024								
	4	2025								
	5	2026								
Payment begins	6	2027	\$ 276,000	\$184,000	\$207,000	\$184,000	TBD	\$184,000	\$184,000	\$0
	7	2028	\$ 288,000	\$192,000	\$217,000	\$192,000		\$192,000	\$192,000	
	8	2029	\$ 301,000	\$201,000	\$226,000	\$201,000		\$201,000	\$201,000	
	9	2030	\$ 315,000	\$210,000	\$237,000	\$210,000		\$210,000	\$210,000	
	10	2031	\$ 329,000	\$219,000	\$247,000	\$219,000		\$219,000	\$219,000	
	11	2032	\$ 344,000	\$229,000	\$258,000	\$229,000		\$229,000	\$229,000	
	12	2033	\$ 359,000	\$240,000	\$270,000	\$240,000		\$240,000	\$240,000	
	13	2034	\$ 376,000	\$250,000	\$282,000	\$250,000		\$250,000	\$250,000	
	14	2035	\$ 393,000	\$262,000	\$295,000	\$262,000		\$262,000	\$262,000	
	15	2036	\$ 410,000	\$274,000	\$308,000	\$274,000		\$274,000	\$274,000	
Dredge 1	16	2037	\$ 429,000	\$286,000	\$322,000	\$286,000		\$286,000	\$286,000	
\$12,099,000	17	2038	\$ 448,000	\$299,000	\$336,000	\$299,000		\$299,000	\$299,000	
	18	2039	\$ 468,000	\$312,000	\$352,000	\$312,000		\$312,000	\$312,000	
	19	2040	\$ 489,000	\$326,000	\$367,000	\$326,000		\$326,000	\$326,000	
	20	2041	\$ 511,000	\$341,000	\$384,000	\$341,000		\$341,000	\$341,000	
	21	2042	\$ 534,000	\$356,000	\$401,000	\$356,000	\$356,000	\$356,000		
Dredge 2	22	2043	\$ 558,000	\$372,000	\$419,000	\$372,000	\$372,000	\$372,000		
\$33,761,000	23	2044	\$ 583,000	\$389,000	\$438,000	\$389,000	\$389,000	\$389,000		
	24	2045	\$ 610,000	\$406,000	\$458,000	\$406,000	\$406,000	\$406,000		
	25	2046	\$ 637,000	\$425,000	\$478,000	\$425,000	\$425,000	\$425,000		
	26	2047	\$ 666,000	\$444,000	\$500,000	\$444,000	\$444,000	\$444,000		
	27	2048	\$ 696,000	\$464,000	\$522,000	\$464,000	\$464,000	\$464,000		
Dredge 3	28	2049	\$ 727,000	\$485,000	\$546,000	\$485,000	\$485,000	\$485,000		
\$20,518,000	29	2050	\$ 760,000	\$507,000	\$571,000	\$507,000	\$507,000	\$507,000		
Estimated Total Escalated Contribution Through the ILA Term ^d										
\$66,374,000			\$11,508,000	\$7,673,000	\$ 8,643,000	\$7,673,000	\$15,534,000	\$7,673,000	\$ 7,673,000	\$0

Notes:

- a/ This allocation percent reflects the distribution of maintenance dredging costs for increased sediment management above the No Action Alternative across ILA Parties, as shown in Attachment 1 to the MOU.
- b/ This allocation percent reflects the distribution of total costs for managing sediment including the cost estimate for maintenance dredging equivalent to No Action Alternative and the cost estimate for maintenance dredging costs for increased sediment management, above the No Action Alternative.
- c/ The state may provide its payment as a lump sum contribution in the year of the dredge events, consistent with and not to exceed its allocated percent of actual costs.
- d/ The estimated total escalated contribution is calculated in two steps. First the cost of each dredge event is escalated from 2022 dollars (as reported in the EIS) at 4.5% per year and then summed to arrive at the total cost of sediment management over the ILA term. Annual payments are then calculated by apportioning the total escalated costs to each party using the allocation percentages that reflect baseline and increased sediment management, as described in footnote b above.

Attachments

ATTACHMENT 1

Fifth Avenue Bridge and Infrastructure Agreement

State of Washington and City of Olympia

This Fifth Avenue Bridge and Infrastructure Agreement (“5th Avenue Bridge Agreement”) is by and between the State of Washington (State), acting by and through the Department of Enterprise Services, (DES) and the City of Olympia (“Olympia”), and is subsidiary to the Interlocal Agreement (ILA) entered into on **November 12, 2024**, by DES, Olympia, the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Tumwater (Tumwater), the Port of Olympia (Port), and the LOTT Clean Water Alliance (LOTT). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and Olympia shall be referred to herein using their defined names.

Capitalized terms in this 5th Avenue Bridge Agreement shall have the meanings given to them in the ILA.

RECITALS

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5th Avenue Dam, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated **November 12, 2024**, governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets, provided that DES will cooperate with each entity receiving a specific physical asset in accordance with auxiliary agreements between DES and each receiving entity.
- D. Among the physical assets to be constructed and transferred as part of the Project is a new 5th Avenue Bridge spanning the main channel of the Deschutes River immediately to the south of the existing 5th Avenue Bridge, which will be removed. The new 5th Avenue Bridge will connect to the existing 5th Avenue at Simmons Street NW on the east side of the Deschutes River; on the western side, Olympic Street W will be reconfigured between Deschutes Parkway SW and the existing roundabout at 4th Avenue. The reconfigured roadway is part of the asset transfer to Olympia. All references to the new 5th Avenue Bridge in this 5th Avenue Bridge Agreement includes the reconfigured roadway.

- E. This 5th Avenue Bridge Agreement is subsidiary to the ILA, and sets forth the agreement between DES and Olympia regarding general principles related to design of the new 5th Avenue Bridge, removal of the existing 5th Avenue Bridge and transfer of a new 5th Avenue Bridge after construction.
- F. DES and Olympia recognize that the new 5th Avenue Bridge is currently in preliminary design stage, and that this 5th Avenue Bridge Agreement will be supplemented or superseded by a subsequent conveyance agreement, consistent with the general principles set forth herein, providing further details regarding the design, construction, transfer and future operations of the new 5th Avenue Bridge.

AGREEMENT

In consideration of the mutual promises, covenants, and conditions in this 5th Avenue Bridge Agreement and in the ILA, DES and Olympia agree as follows:

1. **Intent.**

DES and Olympia shall work together in good faith, with specific areas of responsibility as outlined in this 5th Avenue Bridge Agreement, to design, build, and transfer the new 5th Avenue Bridge.

The new 5th Avenue Bridge shall be designed in accordance with the agreed design goals that have been identified by DES and Olympia as set forth below in Table 1.

Table 1—City of Olympia Design Goals

• Design for minimal maintenance ○ Focus on a single bridge structure (not two structures or a continuous separation, but a short separation for a small portion of bridge is acceptable) ○ Avoid designs with double-maintenance responsibilities (e.g., two continuous sets of railings, two sets of curbs.) • Prioritize pedestrian safety ○ Maintain natural sight lines between vehicles and pedestrians for improved safety and to avoid a pedestrian experience of feeling isolated ○ Create a meaningful buffer to separate pedestrians and vehicles. This can be through increased width of the pedestrian space, physical barriers (like landscape buffers), or raising/lowering elevations. The buffer reduces noise and proximity to traffic. • Create larger space for pedestrians/programming on south side of vehicular bridge ○ Bump-out locations for pause, seating, viewing – supportive of plaza idea, expansive space for programming ○ Supportive of a design that is considered transformational ○ Supportive of low-maintenance railing system that does not impede views • Provide some level of design consistency with the 4th Avenue Bridge. Also, 5th Avenue can be a “continuation on the design spectrum” but should have some similarities to 4th Avenue. • Consider bridge affordability, which will require a design that is inspiring enough to attract funding, but not so expensive that the full funding can never be obtained.	• Design to reflect the grandeur of the Project, Capitol Campus • Create opportunities to engage with the natural environment • Design elements to support natural resource function • Integrate Squaxin Island Tribal histories (through art, interpretive signage) and representation of other histories where possible • Create a cohesive experience with the area context (Downtown Olympia, Heritage Park, Marathon Park, Capitol Campus, etc.) – inform and be informed by this area context
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* Bold font indicates elements included in both Olympia’s and DES’s Community design goals.

2. DES-Led Bridge Design and Community Involvement

- DES shall be responsible for the design of the new 5th Avenue Bridge and shall consult with representatives of Olympia throughout the design process to ensure the new 5th Avenue Bridge meets the intent set forth above.
- DES shall advance the 5th Avenue Bridge design from the concept drawing provided to Olympia in July 2024 for review and comment.
- DES shall be responsible for community involvement regarding the new 5th Avenue Bridge design and construction processes. DES shall consult with Olympia in the development of the community engagement plan (the scope and

included elements of which are tied to available funding), and the process implemented by DES shall meet or exceed Olympia's requirements regarding community involvement for similar facilities and based on available funding. The intent of the community engagement plan is to incorporate input from the community into the bridge design, where appropriate, and to work toward a community-supported bridge design.

- d. After the community engagement activities regarding the 5th Avenue Bridge are complete, DES shall report to Olympia the primary themes and requests from the community and shall identify whether those requests meet the design goals as provided in Table 1 above, and whether the requests can or should be incorporated into the bridge design.

3. Olympia Coordination Responsibilities

Olympia shall remain integrated into the new 5th Avenue Bridge design process. At a minimum, Olympia shall:

- a. Participate in design meetings with DES, up to monthly throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent with DES to ensure that bridge design remains consistent with Olympia design standards and long-term management and maintenance goals.
- c. Provide design feedback through other channels, as needed. There are several components of the bridge and roadway design that will benefit from a broad range of Olympia input. For example, the bridge height above water will be determined by design requirements for climate resiliency, clearance for recreational vessels on the restored estuary, grade restrictions to support bike and pedestrian movements in this corridor, etc. Olympia shall support coordination across city departments, as needed, on these interdisciplinary design topics, and provide timely input and responses back to DES.

4. Bridge Funding and Construction

- a. DES shall be responsible for securing construction funding and overseeing construction of the Project, including the new bridge and roadway. For this reason, during the design process, DES shall have authority over decisions that materially impact Project costs but will consider input from Olympia given that all design decisions have a cost component. DES will seek to balance Olympia interests in bridge type and aesthetics with likely funding outcomes.
- b. DES and Olympia acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments. DES and Olympia commit to jointly pursuing State and federal grant funding, where appropriate. Olympia shall also take all needed steps to support joint pursuit of grant funding, including listing of the Project in its Capital Improvement Plans and other long-range planning documents.

- c. DES and Olympia shall work together to determine the acceptable level of construction-related disruption and shall receive input from the community regarding these impacts. DES will implement reasonable avoidance or mitigation measures, as agreed to with Olympia, to minimize impacts to the transportation network as a result of construction.
5. DES shall be the contracting party for and shall manage all contracts related to removal of the existing 5th Avenue Bridge and the design and construction of the new 5th Avenue Bridge.
6. Bridge Turnover and Long-Term Maintenance and Operation

Upon completion, DES shall transfer ownership of the new 5th Avenue Bridge to Olympia and Olympia shall accept such transfer. After transfer, Olympia shall bear all operation and maintenance costs and responsibilities and shall be responsible for all risk of loss. The transfer will be accomplished by subsequent legal instrument consistent with this 5th Avenue Bridge Agreement.
7. Replaced Olympia Utilities
 - a. Olympia owns and maintains utilities in the area expected to be affected by construction of the Project. Any Olympia utilities affected by the Project, either existing or new, will be replaced with the same service or better.
 - b. DES will consult with representatives of Olympia to ensure design and replacement of Olympia's utilities meet Olympia design requirements.
 - c. DES shall work in good faith with Olympia to minimize interruptions in service in accordance with relevant Olympia guidance regarding timing and length of service outages, and other agreements regarding allowable disruptions during construction.
8. Funding
 - a. DES and the State shall provide all funding for design and construction of a new 5th Avenue Bridge.
 - b. After transfer of the new 5th Avenue Bridge to Olympia, Olympia shall provide all funding for operation and maintenance of the new 5th Avenue Bridge.
 - c. DES and Olympia shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this 5th Avenue Bridge Agreement.
9. Termination

This 5th Avenue Bridge Agreement may not be terminated by either party.
10. Section 12 (Administrative) of the ILA shall apply to the extent feasible.

SIGNATURES

<u>Mark Barber</u>	11/01/2024
Mark Barber, City Attorney	Date
City of Olympia	

<u>Steven J. Burney</u>	11/01/2024
Steven J. Burney, City Manager	Date
City of Olympia	

South Basin Boardwalk and Related Infrastructure Agreement

State of Washington and City of Tumwater

This Boardwalk and Related Infrastructure Agreement (“Boardwalk Agreement”) is by and between the State of Washington (State) acting by and through the Department of Enterprise Services, (“DES”) and the City of Tumwater (“Tumwater”). DES and Tumwater shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Boardwalk Agreement shall have the meanings given to them in the ILA.

RECITALS

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5th Avenue Dam, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated **November 12, 2024** governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets provided that DES will cooperate with each entity receiving a specific physical asset in accordance with subsidiary agreements between DES and the receiving entity.
- D. Among the physical assets to be constructed and transferred as part of the Project are new boardwalks, pathways, and related infrastructure (collectively “South Basin Boardwalks”) that will connect to and extend the existing trail system in Tumwater Historical Park that is owned and maintained by Tumwater.
- E. This Boardwalk Agreement is subsidiary to the ILA and sets forth the agreement between DES and Tumwater as to general principles related to the design, construction, and transfer of the South Basin Boardwalks.
- F. Tumwater and DES recognize that Project construction plans for the South Basin Boardwalks are in a preliminary, conceptual design phase, and this Boardwalk Agreement will be supplemented and/or superseded by a subsequent conveyance instrument,

consistent with the general principles set forth herein, providing details regarding the design, construction, transfer, and future operations of the South Basin Boardwalks and underlying real property.

AGREEMENT

In consideration of the mutual promises, covenants, and conditions in this Boardwalk Agreement and in the ILA, DES and Tumwater agree as follows:

1. Intent.

DES and Tumwater shall work together in good faith, with specific areas of responsibility as outlined in this Boardwalk Agreement, to design new boardwalks within the South Basin of Capitol Lake, adjacent to the Tumwater Historical Park, in accordance with design goals set forth in the June 2024 Basis of Design, and consistent with the City of Tumwater policies and regulations governing the use of City parks and facilities. The design goals were developed through coordination and consultation between DES and Tumwater at the onset of the design process.

2. DES-Led Boardwalk Design and Community Involvement

- a. DES shall be responsible for the design of the South Basin Boardwalks.
- b. At minimum, design of the South Basin Boardwalks shall be consistent with the following:
 - i. Pedestrian facilities shall be enhanced from current conditions and shall include links to existing and planned boardwalks, pathways, and other infrastructure in Tumwater Historical Park.
 - ii. Recreational and viewing opportunities shall be enhanced and consistent with the overall Project goals.
 - iii. The location, design, materials, construction, and specifications for the South Basin Boardwalks shall meet or exceed all Tumwater requirements applicable to such facilities.
- c. DES shall be responsible for community involvement regarding the South Basin Boardwalk design and construction processes. The community engagement implemented by DES shall meet or exceed Tumwater's requirements regarding community involvement for similar facilities. The intent of community engagement is to incorporate input from the community into the South Basin Boardwalk design or layout, where appropriate. After community engagement activities regarding the South Basin Boardwalks are complete, DES shall report to Tumwater the primary themes and requests from the community and shall identify whether or not those requests meet the design goals as outlined in the June 2024 Basis of Design, and whether or not the requests can or should be incorporated into the boardwalk design.

3. Tumwater Coordination Responsibilities

Tumwater shall remain integrated into the South Basin Boardwalk design process in the following ways, at minimum:

- a. Participate in design meetings with DES, as needed and as may be requested by the City, throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent to DES to ensure that the South Basin Boardwalk design is consistent with Tumwater design standards and long-term management and maintenance goals.

4. Boardwalk Funding and Construction

- a. DES shall be responsible for permitting and construction of the South Basin Boardwalks.
- b. DES shall be responsible for securing construction funding and overseeing design, permitting and construction of the Project, including the South Basin Boardwalks. For this reason, during the design process, DES shall have authority over decisions that materially impact Project costs but will incorporate input from the Tumwater given that all design decisions have a cost component that will impact not only construction but operation and maintenance costs and longevity.
- c. DES and Tumwater acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments. DES and Tumwater commit to jointly pursuing State and federal grant funding where appropriate.
- d. DES and Tumwater shall work together to determine the acceptable level of construction-related disruption in Tumwater Historical Park, and if needed, can receive input from the community regarding these impacts. DES shall take all reasonable actions to minimize impacts and disruption to Park operations and shall restore any Park facilities damaged by Project activities to a condition equal to or better than those existing prior to commencement of the Project.
- e. DES shall be the contracting party for and shall manage all contracts related to design and construction of the South Basin Boardwalks. Each DES contract for design and construction of the South Basin Boardwalks shall include a minimum of one-year warranty from the design professional or contractor that meets all DES and Tumwater contracting requirements and is consistent with similar Tumwater projects that can and will be transferred to Tumwater.

5. Boardwalk Turnover

Upon completion, DES shall transfer ownership of the South Basin Boardwalks to Tumwater, and Tumwater shall accept such transfer. Upon transfer, Tumwater shall have exclusive control of the South Basin Boardwalks, shall bear all maintenance costs and

responsibilities for the South Basin Boardwalks, and shall have all risk of loss related to the South Basin Boardwalks. The transfer will be accomplished by subsequent legal instrument acceptable to DES and to Tumwater consistent with this Boardwalk Agreement.

6. Funding

As noted above, the following funding provisions shall apply:

- a. DES, and the State, shall provide all funding for the design and construction of the South Basin Boardwalks.
- b. After transfer of the South Basin Boardwalks, Tumwater shall provide all funding for operation and maintenance of the South Basin Boardwalks.
- c. DES and Tumwater shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this Boardwalk Agreement.

7. Termination

- a. This Boardwalk Agreement may be terminated by Tumwater at any time prior to the beginning of construction of the South Basin Boardwalks. After construction commences, Tumwater shall be obligated to accept transfer of the South Basin Boardwalks; provided, however, that upon transfer of the South Basin Boardwalks, Tumwater shall have exclusive control over the Boardwalks, up to and including the authority at its own expense to alter or remove the Boardwalks.
- b. Unless terminated earlier under subsection a, this agreement shall terminate upon completion of transfer to and acceptance by Tumwater of the South Basin Boardwalks and expiration of all warranties.

8. Dispute Resolution

If a dispute arises between the parties with regards to the performance of any provision of this Agreement or the interpretation thereof, representatives of the parties shall meet to see if the matter can be informally resolved. This meeting shall occur promptly after the nature of the dispute is known to the parties involved.

If the parties are unable to resolve their differences through informal discussions, the parties will endeavor to settle the dispute by mediation. Mediation shall commence, unless otherwise agreed, within 30 days of a party's written request for mediation of a dispute. Any resolution at mediation shall be reduced to writing, and signed by the parties.

9. Administration

- a. This Agreement represents the entire agreement of the Parties with respect to the subject matter herein and may be amended or modified only by written agreement of the Parties.
- b. This Agreement is not intended to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement or any of its provisions.
- c. The failure to require cure of a breach of any provision of the Agreement shall not be deemed a waiver of any subsequent breach, whether of the same or different provision.
- d. Severability. If any portion of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

SIGNATURES

Signed by:



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Debbie Sullivan, Mayor

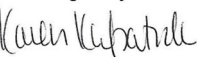
City of Tumwater

11/12/2024

Date

Approved as to Form:

DocuSigned by:



5011BA3DE4C345C...

Karen Kirkpatrick, City Attorney

11/7/2024

Date



Tara C. Smith, Director

Department of Enterprise

14/11/2024

Date

ATTACHMENT 3

PORT OF OLYMPIA DREDGING ADDENDUM TO ILA

This Port of Olympia Dredging Addendum (“Port Addendum”) is incorporated into and part of the Interlocal Agreement (ILA) by and among the State of Washington (State) acting by and through the Department of Enterprise Services, (“DES”), the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the City of Tumwater (Tumwater), the LOTT Clean Water Alliance (“LOTT”), and the Port of Olympia (Port). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and the Port shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Port Addendum shall have the meanings given to them in the ILA.

BACKGROUND

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5th Avenue Dam and Bridge, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated **November 12, 2024** governing Sediment Management in the West Bay of Budd Inlet.
- C. As recognized in the ILA, the Port has independent authority and responsibility to conduct dredging to maintain authorized water depths in the Port’s vessel berths and under this ILA, is entitled to use funding from the ILA accounts (State and Local accounts, however denominated). The Port is also the local sponsor for coordination with the U.S. Army Corps of Engineers (USACE) for dredging in the Federal Navigation Channel (FNC) and Turning Basin; dredging in the FNC and Turning Basin would be funded by USACE.
- D. This Port Addendum to the ILA sets forth the responsibilities and processes related to the Port’s maintenance dredging within the Port vessel berths.

PORT VESSEL BERTH DREDGING

The review process for Port-led maintenance dredging in Port vessel berths using funding from the ILA Parties, described below, is based on the following assumptions and agreements regarding process:

1. Assumptions

- a. Maintenance dredging equivalent to the EIS' No Action Alternative in impacted areas of the Port's vessel berths will continue to be the responsibility of the Port; additional dredging requirements resulting from the Project (above the No Action Alternative), will be the shared responsibility of the ILA Parties (including the Port).
- b. Based on numerical modeling completed for the Project, maintenance dredging within the Port's vessel berths is estimated to occur at a frequency of once every 12 years, which is expected to result in one dredge event during the term of the ILA.

2. Process and Responsibilities

The Port shall work in good faith with the Deschutes Estuary Steering Committee (DESC), the Project Manager, the State Finance Manager, and the Local Party Treasurer to coordinate dredging efforts at the marinas, if mutually desirable and feasible, and within the Port's vessel berths. As a condition of accessing ILA funds for dredging in Port's vessel berths, the Port agrees that it shall:

- Serve as project manager for maintenance dredging within the Port's vessel berths.
- Be responsible for bathymetric survey, design, permitting, and contract management for maintenance dredging within the Port's vessel berths during the term(s) of the ILA and provide the bathymetric survey results to the Project Manager and the DESC.
- Continue to serve as the local sponsor for USACE-funded maintenance dredging in the federal navigation channel and turning basin.
- Report to the DESC when Port bathymetric survey(s) indicates significant adverse impacts (i.e., dredge triggers, as defined in the ILA) are likely to occur and dredging within the Port's vessel berths is needed to avoid such significant adverse impacts.
- Prepare a Dredging Plan for DESC review, which must include but is not limited to the following:
 - Bathymetric survey results
 - Dredge recommendations and summary descriptions indicating significant adverse impacts are likely to occur and dredging within the Port's vessel berths is recommended to avoid such significant adverse impacts (i.e., dredge triggers, as defined in the ILA)
 - Adaptive management measures employed (if applicable)

- Description of coordination with the DES Project Manager and determination of whether dredging could be coordinated with a marina dredge event for cost efficiency
- Estimated dredge cost to restore authorized dredge depths in the Port's vessel berths
- Organize and facilitate weekly meeting(s) with, or provide weekly updates to, the Project Manager and/or the DESC during maintenance dredging within the Port's vessel berths. If and as applicable, notify the DESC of changed conditions that impact cost or the maintenance dredging plan.
- Contract with and provide payment to the Contractor during maintenance dredging of the Port's vessel berths using authorized funding from the Local and State accounts (which includes Port contribution for baseline dredging as would occur under a No Action Alternative). Payment shall not exceed the base cost plus 10 percent contingency without prior coordination and approval from the DESC.
- Prepare and submit to the DESC a post-dredging report after each Port dredge event that includes a summary of final dredging cost to the Local Party Treasurer each year (records of receipts and expenditures).

3. Funding

- a. The estimated cost within the ILA to complete one maintenance dredging event within the Port's vessel berth (as assumed in the ILA) is \$1,345,896. This includes a contribution from the ILA Parties (including the Port) of \$983,540 for increased maintenance dredging that would occur as a result of DES implementing the Estuary Alternative, and an additional contribution from the Port of \$362,356 for dredging costs that would have been incurred under the No Action Alternative. The values provided herein are stated in 2022 dollars, consistent with Attachment 1 of the ILA, and have not been escalated.
- b. A not to exceed amount of \$1,345,896 (escalated as appropriate, consistent with escalation applied across the ILA) shall be authorized to the Port from the total funds available once the DESC authorizes the Dredging Plan for dredging in the Port's vessel berths (and as informed by the Engineer's Estimate).

SIGNATURE



Alex Smith, Executive Director
Port of Olympia

Nov 5, 2024

Date

ATTACHMENT 4

LOTT Utility Agreement

State of Washington and LOTT Clean Water Alliance

This LOTT Utility Agreement (“Utility Agreement”) is by and between the State of Washington acting by and through the Department of Enterprise Services, (DES) and the LOTT Clean Water Alliance (“LOTT”), and is subsidiary to the Interlocal Agreement (ILA) entered into on **November 12, 2024**, by DES, LOTT, the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the City of Tumwater (Tumwater), and the Port of Olympia (Port). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and LOTT shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Utility Agreement shall have the meanings given to them in the ILA.

RECITALS

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5th Avenue Dam and Bridge, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated **November 12, 2024** governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets; provided, that DES will cooperate with each entity receiving a specific physical asset in accordance with auxiliary agreements between DES and each receiving entity.
- D. Any LOTT utilities affected by the Project, either existing or new, shall be collectively referred to as “LOTT Utilities.” LOTT owns and maintains utilities in the area expected to be affected by construction of the Project, including but not limited to:
 - a. 5th Avenue Corridor: 20-inch ductile iron sewer force main
 - b. Deschutes Parkway: 20-inch high-density polyethylene (HDPE) reclaimed water line, 22-inch HDPE gravity sewer main, and 20-inch ductile iron sewer force main
 - c. Marathon Park Pedestrian Bridge: 12-inch ductile iron reclaimed water line, 24-inch ductile iron sewer force main, and three 4-inch polyvinyl chloride (PVC) communication conduits

- E. This LOTT Utility Agreement is subsidiary to the ILA and sets forth the agreement between DES and LOTT as to general principles related to LOTT Utility Construction and future operations and maintenance.
- F. LOTT and Olympia recognize that Project plans affecting LOTT Utilities are in a preliminary design phase, and this LOTT Utility Agreement will be supplemented by a subsequent agreement, consistent with the general principles set forth herein, providing details regarding impacts to and transfer and future operations of the LOTT Utilities.

AGREEMENT

In consideration of the mutual promises, covenants, and conditions in this LOTT Utility Agreement and in the ILA, DES and LOTT agree as follows:

1. Intent

DES and LOTT shall work together in good faith, with specific areas of responsibility as outlined in this LOTT Utility Agreement, to design and construct replacement utilities that will provide the same service or better. DES and LOTT shall work together to determine allowable disruptions during construction, while balancing reasonable construction means and methods with the need to minimize utility disruptions to service during that process. DES acknowledges these disruptions may be subject to factors outside of LOTT's control, including, but not limited to weather-related flows. The removal of existing LOTT Utilities and the design and construction of new LOTT utilities shall be collectively referred to as LOTT Utility Construction.

2. DES Contracting and Project Management

- a. DES shall be the contracting party for and shall manage all contracts related to LOTT Utility Construction.
- b. DES shall work in good faith with LOTT to minimize interruptions in service in accordance with relevant LOTT guidance regarding timing and length of service outages, and other agreements regarding allowable disruptions during construction as may be made through the coordination facilitated through this Utility Agreement.
- c. DES shall ensure LOTT's unrestricted access to the Capitol Lake Pump Station at all times.

3. LOTT Utility Design

DES shall consult with representatives of LOTT to ensure replacement LOTT utilities meet the intent set forth above and are consistent with the following standards:

- a. Service shall be equal to or better than current service.
- b. Replaced LOTT Utilities shall be designed to withstand river and tidal flows and have a minimum expected service life of 50 years.

LOTT shall remain integrated into the LOTT Utility design process in the following ways, at minimum:

- a. Participate in design meetings with DES, as needed, throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent to DES to ensure that LOTT Utility design remains consistent with LOTT design standards and long-term maintenance and maintenance goals. Any changes to material, size, or other specification of existing LOTT Utilities must be submitted in advance to, and approved by, LOTT.

4. Damage to LOTT Utilities Prior to Removal and Replacement

LOTT and Olympia shall endeavor to ensure continuous service and to minimize interruptions to LOTT's existing customers. To that end, if LOTT Utilities are damaged to the extent that they are rendered inoperable or service is compromised or impaired by the Project work recognized by this LOTT Utility Agreement in any way prior to their scheduled removal and replacement, it shall be the sole responsibility of DES to repair or restore LOTT Utilities to prior levels of functionality pending their removal and replacement. DES shall not be responsible for repairing or restoring failures of LOTT Utilities that occur prior to their scheduled removal and replacement that are not caused by Project work recognized by this LOTT Utility Agreement.

5. Replaced LOTT Utilities Transfer, Long-Term Maintenance, and Operation

Upon completion of Project construction, DES shall transfer ownership of replacement LOTT Utilities to LOTT, and LOTT shall accept such transfer. Upon transfer, LOTT shall bear all maintenance costs and responsibilities for the replaced LOTT Utilities and shall be responsible for all risk of loss. The transfer will be accomplished by subsequent legal instrument consistent with this LOTT Utility Agreement.

6. Funding

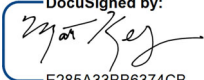
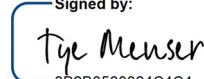
- a. DES, and the State of Washington, shall provide all funding for LOTT Utility Construction.
- b. DES and LOTT acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments, and will benefit all ILA Parties, including LOTT. DES and LOTT commit to jointly pursuing State and federal grant funding when appropriate.
- c. After transfer of the replaced LOTT utilities, LOTT shall provide all funding for operation and maintenance of the replaced LOTT utilities.
- d. DES and LOTT shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this LOTT Utility Agreement.

7. Termination

This LOTT Utility Agreement may not be terminated by either party.

8. Section 12 (Administrative) of the ILA shall apply to the extent feasible.

SIGNATURES

DocuSigned by:  E285A33BB6374CB...	10/16/2024
Matthew J. Kennelly, Executive Director	Date
LOTT	
Signed by:  3B2B0580324C4C...	10/16/2024
Tye Menser, Board President	Date
LOTT	