

**RESOLUTION NO. 780**

**A RESOLUTION OF THE CITY OF RUSTON,  
WASHINGTON, APPOINTING PHIL OLBRECHTS AS THE  
RUSTON HEARING EXAMINER AND AUTHORIZING  
MAYOR TO EXECUTE A HEARING EXAMINER  
SERVICES AGREEMENT WITH OLBRECHTS &  
ASSOCIATES, PLLC FOR THESE SERVICES.**

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**WHEREAS**, in January 2015, the City Council created the Office of the Hearing Examiner by adoption of Ordinance #1450 which is codified as Chapter 1.20 of the Ruston Municipal Code; and

**WHEREAS**, in accordance with RMC 1.20.020(A), the City Council is authorized to appoint the City Hearing Examiner; and

**WHEREAS**, the City Council finds that Phil Olbrechts is qualified and should be appointed as the Ruston Hearing Examiner; and

**WHEREAS**, to establish the terms of services of the City Hearing Examiner, an agreement for services is needed; and

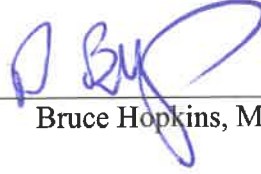
**WHEREAS**, the Council finds that it is in the City's best interests to enter into the Agreement for Hearing Examiner Services as attached to this Resolution; **NOW, THEREFORE**,

**THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Appointment of Hearing Examiner.** In accordance with RMC 1.20.020(A), the City Council hereby appoints Phil Olbrechts as the City's Hearing Examiner.

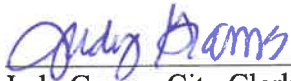
**Section 2. Authorization of Agreement for Services.** The City Council hereby authorizes the Mayor to execute the Hearing Examiner Services Agreement with Olbrechts & Associates, PLLC in substantially the form attached hereto as Exhibit "1."

**PASSED** by the City Council of the City of Ruston, signed by the Mayor and attested by the City Clerk in authentication of such passage on this 7<sup>th</sup> day of November, 2023.



Bruce Hopkins, Mayor

**ATTEST/AUTHENTICATED:**



Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: 780

**EXHIBIT “1”**

**Hearing Examiner Services Agreement  
with  
Phil Olbrechts**

# Olbrechts & Associates, PLLC

18833 74<sup>th</sup> St. NE | Granite Falls, WA 98252 | (206) 650 - 7268  
olbrechtslaw@gmail.com

October 26, 2023

Jennifer Robertson  
Ruston City Attorney  
Skyline Tower, Suite 1500  
10900 NE 4<sup>th</sup> St.  
Bellevue, WA 98004

Re: Hearing Examiner Proposal of Phil Olbrechts

Dear Ms. Robertson:

Thank you for considering my proposal for hearing examiner services for the beautiful City of Ruston. Several of the thirty municipalities I work for are small towns such as Index, Fircrest and Buckley and at the beginning of my career I served as the in-house City Attorney and Planning Director for Forks, Washington. These experiences have given me an appreciation for small-town community values and it would be a pleasure to add another small community to the cities I serve.

In summary, I have conducted well over 1,500 land use hearings as a hearing examiner since the 1990s. I serve as Hearing Examiner for twenty-four municipalities, as alternate Hearing Examiner for four municipalities and City Attorney for two others. As detailed in my proposal below, I am regularly requested to conduct hearings on the most complex and controversial hearings in Washington State.

As I've demonstrated repeatedly in the last three decades, I have the resources, personnel and expertise to take on any project. My rate would be \$210/hour. I'm immediately available to conduct virtual or in-person hearings on any day of the week you prefer.

Thank you again for your consideration.

*Phil Olbrechts*

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Phil Olbrechts  
Olbrechts and Associates, PLLC Managing Member

# Olbrechts & Associates, PLLC

18833 74<sup>th</sup> St. NE | Granite Falls, WA 98252 | (206) 650-7268  
olbrechtslaw@gmail.com

## HEARING EXAMINER PROPOSAL

Please accept this as my proposal to provide hearing examiner services to the City of Ruston as managing member of Olbrechts and Associates, PLLC. Based upon historical performance, I would probably conduct over 97% of the hearings assigned to me by the City. In very rare circumstances I would seek permission from the City for Ms. Terrell to fill in if I have an unexpected conflict with a previously scheduled hearing. Ms. Terrell works as one of my subcontractors. In addition to filling in during conflicts, Ms. Terrell and Richard Sepler also sometime help me write decisions to ensure they are timely. The qualifications of Ms. Terrell and Mr. Sepler are included below.

### Statement of Experience

#### A. Overview:

I have represented cities as a City Attorney since 1989 and have held hearing examiner contracts since 1997. I currently serve as Hearing Examiner for Auburn, Federal Way, Fife, Mason County, Monroe, Mount Vernon, Langley, Newcastle, Tukwila, Port Townsend, Port Orchard, Mountlake Terrace, Mill Creek, Algonia, Fircrest, Edmonds, Renton, Lake Stevens, Puyallup, Dupont, Roy, Kirkland, Bonney Lake and Burien and as an alternate examiner for Seattle, Seattle Public Schools, Snohomish County and Bellingham. I have conducted well over 1,500 hearings in the past twenty-six years. I also serve as City Attorney for Buckley and Index. Working with the planning staff of these cities daily gives me a unique understanding of how hearing examiner decisions are implemented by staff.

As a hearing examiner I have held hearings on every type of land use issue and permit imaginable, with projects ranging in size from removal of utility easements from Mason County subdivisions to the Villages and Lawson Hills Master Plan Developments in Black Diamond. I have the resources to handle cases of any size and complexity. As one example, the Villages and Lawson Hills Master Plans involved the construction of over 6,250 dwelling units, mostly composed of single-family homes, and over a million square feet in commercial space. Valued at over a billion dollars, the master planned communities were the largest residential development ever reviewed in King County. The hearings took over 40 hours and involved more than 3,000 pages of exhibits. The decision (EIS adequacy) and recommendations (master plan and development agreement) were issued in the requisite ten days from the close of the hearing without extensions. I've also held hearings or served as City Attorney for master plans in Mount Vernon, Renton, Jefferson County, Poulsbo and Milton. I held a multi-day hearing on a 500-acre motorsports facility for Snohomish County involving over 600 public comment letters, an all-day hearing in Mason County for an auto racetrack and a hearing on the PSE Energize Eastside project. Some of my more recent contentious hearings include the redevelopment of the Weyerhaeuser campus for Federal Way, a Sequim regional methadone clinic and a proposed 60-acre gravel pit in Belfair.

In years past as a land use attorney, I have represented neighborhood groups and developers on land use issues. I've represented parties in all levels of the courts, including the United States Supreme Court, the Growth Management Hearing Board, and the Shoreline Hearings Board.

## **B. Career Development:**

I received a B.S. in molecular biology from the University of Washington in 1986 and a J.D. with honors from the University of Puget Sound School of Law in 1989, the year I was admitted into practice. After stints as City Attorney and Planning Director of Forks, Washington (1991-94), and Planning Director of Sequim (1994), Washington, I became an associate at Ogden Murphy Wallace, P.L.L.C. ("OMW") in 1994. I left OMW for three years in 1997 to teach land use law in the graduate planning program at the University of Washington and to work on other projects. During that time, I developed my hearing examiner practice, working for Mount Vernon, McCleary, and Shelton. I passed those clients on to my alternate examiner and returned to OMW in 2000 as *of counsel*, where I subsequently became a partner in 2004. In my time at OMW I served as City Attorney for Monroe, Buckley, Milton, Gold Bar, Index and Carnation. OMW has over forty attorneys and I worked in the firm's municipal department, where I had the privilege of collaborating with the state's best municipal attorneys on land use issues. I was elected to OMW's executive board, where I managed the firm as the partner representing the firm's municipal department.

I established Olbrechts and Associates, PLLC ("OA") on November 1, 2010 to maintain competitive rates for my clients. Hearing examiner compensation rates are not feasible with the overhead expenses of major Seattle law firms. Over 80% of my practice is devoted to examiner services. The remaining portion of my practice is primarily composed of providing land use services to city attorney clients. As a hearing examiner, I currently conduct five to fifteen hearings per month.

## **C. Expertise:**

**Land Use Law.** I've held well over 1,000 land use hearings since 1997 for the municipalities listed in the Overview above. I'm fully up to date on the leading edge of developing land use law due to the numerous land use seminars and courses I teach each year. I present two land use case law update webinars every year for the Municipal Research Services Center for an audience of a couple hundred planners, attorneys and municipal officials. I moderate, organize and present at land use "boot camps" for the Planning Association of Washington, which involves a day long program of legal presentations on topical land use issues and "bread and butter" training on recurring land use issues. I do several land use case law presentations every year at professional conferences throughout the state. I've written several land use articles for organizations such as the Municipal Research Services Center and the Washington State Bar Association ("WSBA"). I have co-chaired the yearly conference of the Environmental and Land Use Law Section of the WSBA. I've also taught several credits of land use law in the graduate program at the University of Washington Department of Urban Design and Planning, covering both constitutional law and Washington's land use statutory framework. I've presented a couple hundred "short courses" for planners and local officials across the state on behalf of the Washington State Department of Commerce to educate local officials on planning and open government laws. Because of this extensive involvement in developing case law, my land use decisions are always consistent with developing judicial and legislative requirements.

Over the years I've worked with dozens of local land use codes. As a city attorney I've been responsible for the legal review of major code updates, including the land use codes of Edmonds, Monroe, Milton,

Buckley, Index, Gold Bar, Poulsbo and Carnation. As a Hearing Examiner for multiple jurisdictions, I've become familiar with those codes as well. For twenty years I have also advised on local code compliance issues to my city attorney clients. As a City Attorney I've also defended new land use regulations before the Growth Management Hearings Boards.

Through my extensive involvement in public education on land use law, I've developed a focus upon my favorite topics – constitutional takings and vesting law. Through my work I've been asked to testify at the state legislature on vesting legislation and I've made numerous presentations on how to write and implement "reasonable use" standards for critical area ordinances.

**Environmental Law.** My science education enables me to critically assess the scientific evidence that is often disputed in environmental proceedings. I have ruled upon and participated in dozens of SEPA appeals (threshold determinations and EIS adequacy), critical area ordinance reasonable use hearings and compliance issues with the National Environmental Policy Act.

**Shoreline Management Act.** I have issued hundreds of shoreline decisions for Mason County, San Juan County, Auburn and the City of Edmonds. Some of my decisions have been appealed to the Shoreline Hearings Board. All decisions have been sustained. Through this work I've accumulated a significant amount of knowledge on shoreline issues, such as aesthetic impacts, shading impacts and protection of endangered fish and eelgrass and kelp.

**Code Enforcement.** I've been involved in dozens of code enforcement hearings, either as a hearing examiner, city attorney or prosecutor. The code enforcement hearings I've held include dangerous building appeals, zoning code violations, building code violations, stormwater violations and health department violations, including solid waste violations and junk vehicle abatement. I've also written or updated several code enforcement ordinances as a city attorney.

**Other Hearings.** As a hearing examiner, I've conducted hearings and issued decisions on dangerous dog appeals, street vacations, vehicle impounds, drug property and sex crime forfeitures, rental housing violations, local improvement district formation, building code appeals and business license revocations. As a city attorney, I've been involved in the full spectrum of hearings held by city councils.

### **Compensation and Time Estimates**

My hourly rate is \$210/hour. Ms. Terrell, my alternate examiner, helps me write decisions when I have too many decisions due at once to meet the ten-day issuance deadline. She also substitutes for me in the very rare occasions when an unexpected conflict or illness prevents me from doing a hearing. Her rate is 75% of my rate. In the absence of Ms. Terrell, I would hire other subcontractor planners at Mr. Terrell's rate. Subcontractor attorneys, if ever needed, would have a rate set at 90% of my rate. Other contract decision writers would be billed at up to \$75 per hour. I would also seek reimbursement for hearing transcription costs. I currently use Rev.com, which charges \$1.50/minute of hearing for edited transcriptions and \$0.25/minute for unedited transcriptions (the latter used most often). I also request reimbursement for City business license fees. One hour of travel would be assessed for in-person hearings (none for virtual) and IRS mileage from Renton.

### **Alternate Examiners**

**Emily Terrell**, AICP, my primary alternate, is the Principal of Sound Municipal Consultants, a planning and municipal consulting firm. Emily is a consulting planner and hearing examiner. She is currently the planning director of Buckley. She has also served as my alternate examiner since at least 2011 and has also served as the Hearing Examiner for Pacific County, WA.

**Richard Sepler**, AICP, sometimes helps me write decisions. Mr. Sepler has recently retired from serving as the Community Development Director for the City of Bellingham. He still currently teaches in the graduate program at the University of Washington College of Architecture and Urban Planning. For a few years, Mr. Sepler also served as the hearing examiner for the City of Mount Vernon and McCleary.

### **Professional References**

Vanessa Dolbee  
Planning Manager  
City of Renton  
1055 S. Grady Way  
Renton, WA 98057  
Phone (425) 430-6580  
VDolbee@Rentonwa.gov

Kell Rowan  
Administrator, Community Development  
Mason County  
615 Alder St.  
Shelton, WA 98585  
Phone (360) 427-9670, ext. 286  
KRowen@masoncountywa.gov



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **BETWEEN THE CITY OF RUSTON**

### **AND OLBRECHTS & ASSOCIATES, PLLC**

**THIS AGREEMENT** is made this 7<sup>th</sup> day of November, 2023, between the City of Ruston, a Washington municipal corporation, (hereinafter the “City”) and Olbrechts & Associates, PLLC, a Washington professional limited liability company doing business at 18833 74<sup>th</sup> St. NE, Granite Falls, WA 98252, (hereinafter “**Hearing Examiner**”).

**WHEREAS**, Phil Olbrechts of Olbrechts & Associates, PLLC is a licensed attorney, former planning director, and experienced hearing examiner who is willing to serve as the City’s Hearing Examiner under this Agreement; and

**WHEREAS**, Hearing Examiner is in the business of providing certain professional services specified herein; and

**WHEREAS**, the City desires to contract with Hearing Examiner for the provision of such services and Hearing Examiner agrees to contract with the City for same; and

**WHEREAS**, in accordance with RMC 1.20.020, the Ruston City Council desires to appoint Phil Olbrechts of Olbrechts & Associates, PLLC as the Ruston Hearing Examiner;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed between the parties as follows:

#### **TERMS:**

##### **I. Description of Work.**

The City of Ruston hereby appoints Phil Olbrechts as the City’s hearing examiner. The Hearing Examiner's authority is identified in Chapter 1.20 of the Ruston Municipal Code, as well as any code enforcement action where the Hearing Examiner has the specific authority in the Ruston ordinances to hear such actions. The Hearing Examiner shall provide his Rules of Practice and Procedure to the City. The Mayor and his designee has the authority of day-to-day administration of this agreement.

##### **II. Payment.**

A. The City shall pay Hearing Examiner \$210.00 per hour. However, if any Hearing Examiner Pro Tem assists with the work, their rates shall be as set forth on the Hearing Examiner Proposal which is attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. Apart from the costs specifically laid out in as billed separately, this hourly rate shall constitute compensation for all costs incurred by the Hearing Examiner including travel, secretarial and copying expenses:

B. The City shall provide "clerk" services for the Hearing Examiner, which shall be limited to: duties imposed by the Ruston Ordinances (staff reports, public notice); arranging for the time and date of hearings and other proceedings such as teleconferences and pre-hearing meetings when deemed appropriate by the Hearing Examiner; maintaining the record of a case, and providing the Hearing Examiner with a copy of the record as requested by the Hearing Examiner; collecting and forwarding public comment as provided by code and unless otherwise specified by the Hearing Examiner; and making a recording of hearings and appeal proceedings; specifically, the clerk will act as the hearing clerk, will distribute final decisions to parties of record, which the Hearing Examiner will issue electronically, by email and US mail and will prepare the administrative record when decisions are appealed.

C. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section XV herein.

### **III. Relationship of Parties.**

The parties intend that an independent contractor relationship will be created by this Agreement. The Hearing Examiner is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder. No agent, employee, representative or subcontractor of Hearing Examiner shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to the Hearing Examiner or Hearing Examiner's employees, agents, representatives, or subcontractors. The Hearing Examiner will be solely and entirely responsible for their acts and for the acts of Hearing Examiner's agents, employees, representatives, and subcontractors during the performance of this Agreement.

This Agreement does not create any duty to any third party. No third party beneficiaries are created by this Agreement.

### **IV. Duration of Agreement.**

This Agreement shall be effective for a period commencing from the date of signature by both parties and shall continue in effect until or unless terminated by either party in accordance with Section VI below.

### **V. Hearing Examiner Pro Tem.**

In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Planning Director and Mayor of such need. Such Pro Tem must meet the qualifications set forth in RMC 1.20.030. The Hearing Examiner shall inform the Planning Director and Mayor at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required. The Mayor may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and

request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Mayor may decide to authorize the use of another Hearing Examiner by separate contract.

## **VI. Termination.**

A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time for any reason or no reason. Termination shall be effective after thirty (30) days upon delivery of written notice to the Hearing Examiner, except as provided for in subparagraph VI.C below.

B. Termination Upon the Hearing Examiner's Option. The Hearing Examiner shall have the option to terminate this Agreement at any time for any reason or no reason after thirty (30) days upon delivery of written notice to the City.

C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by the Hearing Examiner to the effective date of termination, as described in the final invoice to the City. The Mayor shall make the final determination about what services have been satisfactorily performed, which decision shall be final, binding, and conclusive.

D. The City may terminate immediately for good cause, such as a violation of the appearance of fairness doctrine.

## **VII. Discrimination.**

In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Hearing Examiner, its subcontractors or any person acting on behalf of Hearing Examiner shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical handicap discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VIII. Indemnification.**

Hearing Examiner hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person, including claims by Hearing Examiner's own employees to which Hearing Examiner might otherwise be immune under Title 51 RCW, arising out of or in connection with the Hearing Examiner's negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

City hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless Hearing Examiner, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person, including claims by City's own employees to which City might otherwise be immune

under Title 51 RCW, arising out of or in connection with the City's negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the Hearing Examiner.

In the event of liability for any reason described above which is caused by or results from the concurrent negligence of the Hearing Examiner (and Hearing Examiner's employees, agents, and representatives) and the City (and its officers, officials, employees, agents, or representatives), each party's liability shall only be to the extent of its negligence. Such indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

The City's acceptance of any of Hearing Examiner's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes Hearing Examiner's waiver of immunity under Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties.

#### **IX. Insurance.**

A. The Hearing Examiner shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Hearing Examiner, their agents, representatives, employees, or subcontractors.

The Examiner's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Examiner to the coverage provided by such insurance, or otherwise to limit the City's recourse to any remedy available at law or in equity.

B. The Hearing Examiner shall maintain the following insurance:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. 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. Such insurance shall have a minimum combined single limit for bodily injury and property damage of \$500,000.00 per accident.

2. Professional Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Verification of Coverage. Hearing Examiner shall furnish the City with original certificate and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Hearing Examiner before commencement of the work.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:  
VII.

D. Notice of Cancellation. The Hearing Examiner shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

E. Failure to Maintain Insurance. Failure on the part of the Hearing Examiner to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Hearing Examiner to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Hearing Examiner from the City.

#### **X. Non-Exclusive Contract.**

This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the term of this appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

#### **XI. Modification.**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Hearing Examiner.

#### **XII. Assignment.**

Any assignment of this Agreement by Hearing Examiner without the written consent of the City shall be, void.

#### **XIII. Written Notice.**

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices should be sent to the following addresses with a copy also transmitted by email:

##### **Hearing Examiner:**

Phil Olbrechts  
Olbrechts & Associates, PLLC  
720 N. 10<sup>th</sup> St., A #297

##### **City of Ruston:**

City Clerk  
5219 N. Shirley Street  
Ruston, WA 98407

Renton WA 98057  
(206) 650-7268  
Email: [olbrechtslaw@gmail.com](mailto:olbrechtslaw@gmail.com)

(253) 759-3544  
Email: [TownClerk@RustonWA.org](mailto:TownClerk@RustonWA.org)

#### **XIV. Non-Waiver of Breach.**

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

#### **XV. Resolution of Disputes, Governing Law.**

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Mayor, whose decision shall be final. Any appeal from the decision of the Mayor shall be to Pierce County superior court. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The canon of construction against the drafter does not apply to this Agreement. Ambiguous terms shall be construed in a manner that is in the public interest.

#### **XVI. Effective Date.**

This Agreement may be executed in multiple counterparts, and such counterparts shall collectively constitute the Agreement. It is effective on the date of the last signing party. One party's signature alone does not constitute a binding offer on that party.

#### **XVII. Authority to Sign.**

By signing this Agreement below, the parties warrant that they have the authority to enter into this Agreement.

#### **XVIII. Severability.**

If any portion of this agreement is held invalid, such invalid section or sections shall not affect the remainder of the agreement.

#### **OLBRECHTS & ASSOCIATES, PLLC**

Phil Olbrechts  
Phil Olbrechts

Date: October 26, 2023

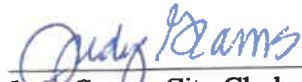
#### **CITY OF RUSTON**

ABU


Date: November 7, 2023

D. Bruce Hopkins, Mayor

**ATTEST**

  
\_\_\_\_\_  
Judy Grams, City Clerk

**APPROVED AS TO FORM:**  
Office of the City Attorney

  
\_\_\_\_\_  
Jennifer Robertson, City Attorney