

**INTERLOCAL AGREEMENT CONCERNING
THE DEVELOPMENT OF AN ACTION PLAN FOR BUDD INLET
RESTORATION ACTIVITIES**

This Interlocal Agreement (Agreement) is made and entered into this 20th day of May, 2008 between and among the City of Olympia, LOTT Alliance (LOTT), Port of Olympia (Port), the Washington State University Extension, and Thurston County, collectively "Parties" or "the Parties."

WHEREAS, the health of the Puget Sound is a crucial factor in the quality of life for Washington residents; and

WHEREAS, Thurston County residents and those along Budd Inlet are directly impacted by the health of Puget Sound; and

WHEREAS, the health of Puget Sound is failing and will continue to get worse if action is not taken; and

WHEREAS, Governor Gregoire has created the Puget Sound Partnership to establish a framework for unified action to save Puget Sound water quality; and

WHEREAS, the State Department of Ecology has offered assistance to this partnership to develop a strategy and plan for addressing future Budd Inlet cleanup and restoration activities; and

WHEREAS, each of the Parties currently has ongoing activities targeted at clean-up and restoration efforts; and

WHEREAS, each is willing to commit organizational time and effort to addressing the potential for collaborative work in the area of Budd Inlet clean-up and restoration; and

WHEREAS, the Washington State University Extension (WSUE) has sufficient resources to act as the administrator for this Agreement; and

WHEREAS, the Parties agree that WSUE may need to retain additional assistance through an outside consultant; and

WHEREAS, the Parties have identified Linda Hoffman and Ross & Associates as the consultant who will be retained by WSUE;

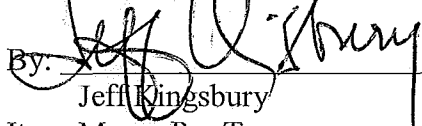
THEREFORE, BE IT RESOLVED THAT:

1. WSUE, on behalf of the Parties will apply to the State Department of Ecology for a planning grant to gather information about ongoing activities and develop best ideas about how to approach Budd Inlet cleanup and restoration.
2. The Parties will develop an outreach plan to community groups with special interest in Budd Inlet.
3. The Parties will develop a unified action plan for the next steps to be taken among the Parties in this cleanup and restoration effort.
4. The Parties will support the scope of work attached to this Agreement by providing timely feedback and analysis of the effort as proposed
5. Subject to its other provisions, this Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement, and shall be completed three years from its effective date, unless terminated sooner as provided in this Agreement.
6. The purpose of this Agreement is to define the responsibilities of the Parties with respect to the items described herein.
7. No separate legal entity is created by this Agreement.
8. No joint organization is created.
9. This Agreement will be administered by WSUE.
10. The budget for implementing the Scope of Work which is attached to this Agreement shall not exceed the \$56,541.00 grant from the Department of Ecology. The project shall not proceed if the Department of Ecology grant is not received, and no expenses shall be reimbursed.
11. As contract administrator, WSUE has authority to disburse funds from the Ecology grant funds to pay for services or goods related to the implementation of this Agreement.
12. As contract administrator, WSUE may retain the services of an outside contractor to assist in the implementation of the Agreement, may pay for those services out of Ecology grant funds, and will otherwise administer the terms of the contract with the outside contractor. The contract administrator shall not expend more than the sum of \$56,541.00 without first obtaining the written approval of the Parties hereto.

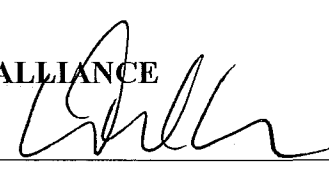
13. The Parties shall not jointly acquire property and therefore there is no need to set forth a means of disposition of such property.
14. This Agreement may only be modified by mutual agreement of all parties hereto, executed in writing, in the same manner as this Agreement.
15. If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
16. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.
17. This Agreement shall be recorded with the Thurston County Auditor's Office prior to being effective.
18. By signing this Agreement, each signatory is certifying that he or she has authority to sign and that the necessary approval has been obtain from the entity represented by that signatory.
19. Any of the parties may terminate this Agreement upon thirty (30) days prior written notification to the other parties. Any compensation due the parties as provided in this Agreement shall be prorated to reflect the termination of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed according to the terms written above.

CITY OF OLYMPIA

By: 
Jeff Kingsbury
Its: Mayor Pro Tem

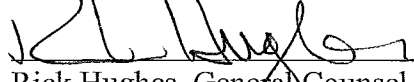
LOTT ALLIANCE

By: 
Doug Mah
Its: Board President

APPROVED AS TO FORM:


Tom Morrill, City Attorney

APPROVED AS TO FORM:

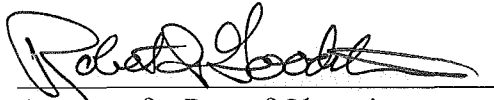

Rick Hughes, General Counsel

PORT OF OLYMPIA

By: 

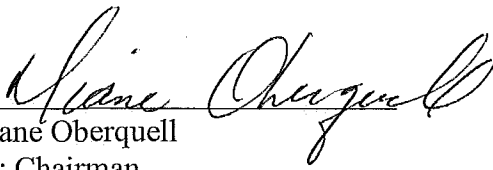
Its: Chair of the Board

APPROVED AS TO FORM:



Attorney for Port of Olympia


THURSTON COUNTY

By: 

Diane Oberquell

Its: Chairman

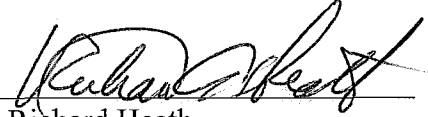
APPROVED AS TO FORM:



Edward G. Holm

Thurston County Prosecuting Attorney

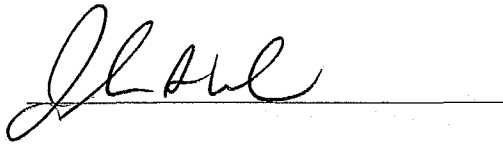
WASHINGTON STATE UNIVERSITY EXTENSION

By: 

Richard Heath

Its: Sr. Associate Vice President of Business & Finance

RECOMMENDED BY:



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Attachment 1 – Budd Inlet Restoration Phase I

LH Consulting Ross & Associates Environmental Consulting, Ltd. Scope of Work

1. Kickoff Meeting. Phase 1 work will begin with a meeting of key managers and staff from the initial sponsoring jurisdictions to clarify expectations, review and refine the work flow and work products, and establish procedures for coordination and project reporting. The kick-off meeting also will be used to create an initial list of major ongoing efforts to review (as described in paragraph 2, below) and finalize the list of interviewees and interview questions (as described in paragraph 3, below).
2. Review of major ongoing studies and assessments, cleanup projects, development/redevelopment activities and other special efforts related to Budd Inlet restoration. The result of this review will be a high-level, integrated timeline showing products and key milestones for efforts related to Budd Inlet restoration highlighting potential opportunities for synergy and partnership. An additional benefit of this review may be the identification of other jurisdictions or stakeholder groups that might contribute to the partnership directly or by offering information or other support.

Proposed deliverables: inventory and integrated high-level timeline, suggestions for key opportunities for partnership.

3. Interviews with key staff and leadership in the initial sponsoring jurisdictions and with potential partners. At a minimum, this will involve 20 interviews spaced among staff and leadership for the City of Olympia, the Port of Olympia, LOTT, the City of Tumwater, Thurston County, and the Squaxin Island Tribe. Interviews will be designed to elicit information on jurisdictions' needs, interests, priorities, and goals for Budd Inlet restoration. The results of interviews will be compiled and analyzed to identify near-term opportunities for jurisdictions to work together on shared priorities and goals. As appropriate, interviews also will round out the list of major efforts to review for the integrated timeline.

In addition to interviews with jurisdictions and potential partners involved with work on Budd Inlet, we will interview state agencies that might participate in Budd Inlet restoration with funding or other support. These will include, at least, the Departments of Ecology and Fish and Wildlife, General Administration, and the Puget Sound Partnership.

Proposed deliverables: interview questions, compilation of interview findings and themes, identification of near-term opportunities, understanding of funding interests and opportunities. To encourage candor, we will not attribute individual interview responses; however, it will be clear which needs and interests relate to which jurisdictions.

4. Design, facilitation and documentation of one or two scoping meetings. The main purpose of these meetings will be to together review the results of the inventory/timeline work and the

interviews to (A) establish the initial framework for a partnership, (B) identify near-term opportunities to work together, and, as appropriate, immediate partnership efforts, and (C) reach understanding of current perspectives on a longer-term vision for partnership and restoration. This will include working with the sponsoring jurisdictions to create clear meeting objectives and agenda, preparation of other meeting materials as needed, and facilitation and documentation of discussions.

Proposed deliverables: meeting agendas and summaries of meeting outcomes; other meeting materials as needed.

5. Meeting follow-up and support for negotiations. After the scoping meetings we will work with partners to develop agreements around next steps and to document agreements. This may involve discussions with small groups, and one-on-one conversations to help clarify needs and interests and build consensus. Agreements will be reduced to writing in whatever form emerges as most appropriate during the scoping meetings to describe the project and establish an organizational framework for moving forward. For example, you might decide to enter into an MOA between the initial partners / sponsoring jurisdictions to describe your shared interests and goals, the nature of the partnership, and future efforts. Or, we might develop an agreed-to project description that partners could together use to seek funding for Budd Inlet restoration.

Proposed deliverables: draft and final documents/agreements, as identified during the scoping meetings.

6. Community Involvement. We will design, facilitate and document a public community forum with targeted outreach to specific groups with interests in Budd Inlet restoration to ensure participation. The community forum might be structured around 3 key questions:
 - What do you see as the main problems facing Budd Inlet now and in the future?
 - How do you use Budd Inlet now, and what activities/uses would you like it to support in the future?
 - What are the most important things for the jurisdictions to work together on to successfully restore Budd Inlet?

Outreach to community groups in advance of the Forum would be to at least 10 groups, including the formal and informal neighborhood groups that border the shoreline (e.g., Eastbay, Westside, Downtown, Boston Harbor), the South Puget Sound Salmon Enhancement Group, boaters, shellfish harvesters, and others. In addition to the targeted outreach to specific groups, we will assist with widely publicizing the forum and will facilitate and document the event. We have budget to produce (i.e., copy) and distribute (i.e., mail) forum materials for up to 250 individuals.

Proposed Deliverables: contacts with interest groups, forum invitation, forum press release or releases, forum agenda, forum facilitation, and forum documentation.

AMENDMENT #1
to the INTERLOCAL AGREEMENT
by and between
CITY OF OLYMPIA, LOTT ALLIANCE, PORT OF OLYMPIA,
THURSTON COUNTY and WASHINGTON STATE UNIVERSITY
(hereinafter, "Parties")

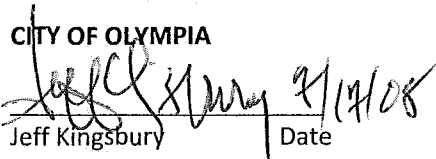
WHEREAS, an interlocal agreement was entered into on the 6th day of May 2008 concerning "The Development of an Action Plan for Budd Inlet Restoration Activities".

NOW, THEREFORE: The Parties desire to continue the collaboration and amend the agreement as follows:


The interlocal agreement is amended to include a new partner, CITY OF TUMWATER.

IN WITNESS WHEREOF: All other terms and conditions of the original agreement remain in full force and effect. This amendment shall be effective on the last date signed below and shall be attached to the Agreement.

CITY OF OLYMPIA


Jeff Kingsbury 9/17/08
Date
Mayor Pro Tem

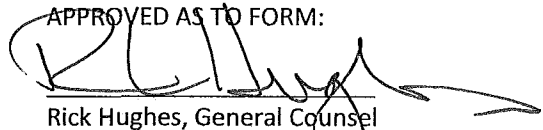
LOTT ALLIANCE


Doug Mah 6/11/08
Date
Board President


APPROVED AS TO FORM:


Tom Morrill, City Attorney

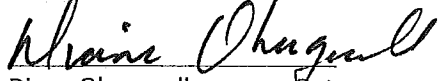
APPROVED AS TO FORM:


Rick Hughes, General Counsel


PORT OF OLYMPIA


Bill McGregor Date
Chair of the Board


THURSTON COUNTY


Diane Oberquell Date
Chairman


APPROVED AS TO FORM:


Robert I. Goodstein
Attorney for Port of Olympia


APPROVED AS TO FORM:


Edward G. Holm
Thurston County Prosecuting Attorney


WASHINGTON STATE UNIVERSITY


Richard Heath 7/25/08
Date
Sr. Assoc. Vice President of Business & Finance

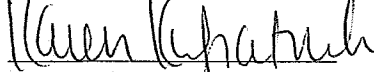
CITY OF TUMWATER


Ralph Osgood 6/10/08
Date
Mayor

RECOMMENDED BY:


WSU Extension

APPROVED AS TO FORM:


Karen Kirkpatrick
City Attorney