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Document Title(s)

Interlocal Agreement Concerning Cost Sharing Relating to the East Bay Plaza

Reference Numbers(s) of related documents

#4009561 on page 9 and 11

Additional Reference #-s on page

Grantor(s) (Last, First and Middle Initial)

City of Olympia

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

LOTT Alliance

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

**Lot 4 of East Bay Redevelopment Short Plat, City of Olympia Master
File #07-0154, Parcel No. 66130000100, 78201100600**

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

66130000100 78201100600

Additional parcel #-s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**INTERLOCAL AGREEMENT CONCERNING
COST SHARING RELATING TO THE EAST BAY PLAZA**

This Agreement is made and entered into this 25th day of July, 2008 between and among the LOTT Alliance (LOTT) and the City of Olympia (Olympia), collectively "Parties" or "the Parties."

Whereas, LOTT, the City of Olympia, and the Port of Olympia entered into an Interlocal Agreement on May 2, 2008, concerning the process through which portions of the Port's East Bay property, which consists of approximately 14 acres of land bordered by Marine Drive, Jefferson Street State Avenue, and East Bay Avenue in Olympia (the "Property"), would be transferred to LOTT and developed and maintained by LOTT and Olympia as a public plaza, and;

Whereas, the Parties want to memorialize a process for cost sharing as it relates to the Property, and;

Whereas, the Property, which is depicted as lot number 4 (four) in the short plat map prepared by Skillings Connolly, attached hereto and labeled as Attachment A, will be developed in phases, and;

Whereas, the firm of Miller Hull has prepared preliminary plans and designs for the plaza, and;

Whereas, the May 2, 2008 agreement provides that LOTT and Olympia would enter into a separate maintenance agreement based on the proposed design of the plaza, and;

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage, and

Whereas, the Parties intend to memorialize their agreement concerning the plaza, subject to each Party's governing body approval,

THEREFORE, BE IT RESOLVED THAT:

I. PROVISIONS THAT ARE SPECIFIC TO THE EAST BAY PLAZA:

1. The overall design of the plaza shall be consistent with LOTT's corporate mission, and include a reclaimed water feature. Design of the plaza will be consistent with the schematic design prepared by the firm of Miller-Hull which is attached hereto as Attachment B. The first phase of the design will be constructed by LOTT and Olympia and include a reclaimed water feature, walking paths, and a landscaped area more fully described in Attachment B. LOTT will assume the



cost of design and construction of the reclaimed water feature in the first phase. LOTT and Olympia will equally share in the cost of the remainder of design and construction of the first phase. LOTT and Olympia will equally share in 7% of the total cost of design and construction of infrastructure necessary to accomplish the East Bay Short Plat as referred to in paragraph 2(k) of the Plaza Interlocal Agreement.

2. In that the reclaimed water feature will be the predominant element of the first phase, LOTT will be responsible for maintenance of the improvements constructed in the first phase of the plaza development. If the actual construction of the first phase of the plaza does not include a reclaimed water feature that is the predominant element, Olympia and LOTT will reallocate the cost of maintenance based on their cost sharing in the design and construction of the first phase.
3. Maintenance costs for each successive phase will be allocated, by separate agreement, between all of the parties who participate in the construction of each phase.
4. LOTT and Olympia will equally share the actual cost of environmental cleanup of the plaza Property estimated not to exceed a total cost of \$366,850. .
5. Olympia's reimbursement for the environmental cleanup costs referred to in the preceding paragraph will be made within thirty (30) days of receiving an invoice from LOTT for work performed on the Ecology approved cleanup of the plaza Property.
6. To facilitate the cleanup of the plaza Property, Olympia and LOTT may coordinate the cleanup of Lot 4 and Lot 5 and either party may reimburse the other for work performed on either parcel.
7. LOTT will insure the plaza Property for as long as it is the fee simple owner of the property and the plaza purpose remains consistent with LOTT's corporate mission. Olympia will reimburse LOTT for its proportionate share of the cost of insurance.
8. The terms of the May 2, 2008 East Bay Interlocal Agreement referred to herein are incorporated by reference.
9. Any reimbursements required in this Agreement shall be paid within 30 days of a written request by the party seeking reimbursement along with adequate documentation, unless otherwise specified in this Agreement or agreed to in writing by the Parties.
10. In the event that the Parties hereto differ with respect to the interpretation or execution of this Agreement, the chief executive of each Party shall meet and



confer within a reasonable period of time and in no case more than 10 days after the matter becomes apparent.

11. Upon approval of each respective Party's governing body, this Agreement may be executed by the governing body's chief executive.

II. INTERLOCAL ELEMENTS:

1. Duration. This Agreement shall remain in force until neither LOTT nor the City of Olympia shall have any ownership interest in the Property.
2. The purpose of this Agreement is to define the responsibilities of the Parties with respect to cost allocation and maintenance of the East Bay Plaza.
3. No separate legal entity is created by this agreement.
4. No joint organization is created.
5. No joint budget is created.
6. This agreement shall be recorded with the Thurston County Auditor's Office prior to being effective.


CITY OF OLYMPIA

By: 

Steve Hall

Its: City Manager

APPROVED AS TO FORM:



Tom Morrill, City Attorney

LOTT ALLIANCE

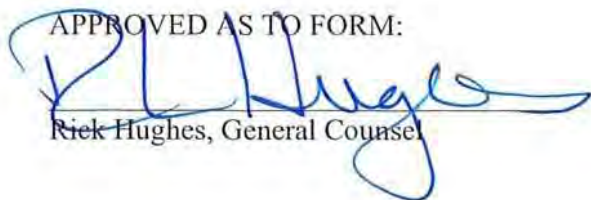
By: 

Michael D. Strub

Its: Executive Director



APPROVED AS TO FORM:



Rick Hughes, General Counsel



ATTACHMENT A

See Recorded Document #4009561 Page 9



ATTACHMENT B

See Recorded Document #4009561 Page 11

