INTERLOCAL COOPERATION AGREEMENT BETWEEN
THURSTON COUNTY AND THE LOTT ALLIANCE
REGARDING “PROTECT TEENS FROM TOXINS” CPG OFF-SET CYCLE PROJECT

This Agreement establishes roles of Thurston County Public Health and Social Services (TCPHSS) and the LOTT Alliance relating to the “Protect Teens from Toxins” project under Washington State Department of Ecology CPG off-set cycle Amendment No. 1 to Grant No. G0700147 [hereinafter “Grant”].

I. PURPOSE OF THE PROJECT:

The purpose of the project is to carry out the requirements of the Grant as follows:

- To develop a program to increase the knowledge and awareness of teens about which consumer products contain risks to their health and the environment.
- Implement a program in Thurston County to help teens reduce their purchase, use and improper disposal of hazardous consumer products.

II. RELATIONSHIP

The parties agree that they intend to act jointly pursuant to the authority of Chapter 39.34 RCW to accomplish the purpose recited herein. No separate legal entity is created by this Agreement.

III. LEAD AGENCY

Lead agency for the grant and administrator of this interlocal Agreement is TCPHSS, Environmental Health Division.

IV. RESPONSIBILITIES

The responsibilities of the LOTT Alliance are delineated in Attachment 1, which is incorporated by reference herein. The responsibilities of TCPHSS are delineated in Attachment 2, which is incorporate by reference herein. In summary, activities that the parties agree to conduct include but are not limited to the following:

TCPHSS will take the lead, and the LOTT Alliance will collaborate, in promoting classes and field trips to the LOTT Alliance Budd Inlet Treatment Plant for the Grant project “Protect Teens from Toxins.” TCPHSS is responsible for grant administration and will be the lead in coordinating and carrying out activities. TCPHSS is responsible for the performance of all other requirements of the Grant except the responsibilities of the LOTT Alliance set forth in this Agreement.

Both parties are required to comply with all terms and conditions of the Grant in their performance of activities pursuant to this Agreement.
V. FINANCING

Financing of TCPHSS’s activities in performing the “Protect Teens from Toxins” project will be provided by the Grant and the LOTI Alliance local share match. LOTT Alliance will not be reimbursed for its expenditures towards satisfying the requirements of the Grant.

Payment for project activities performed by TCPHSS:

Department of Ecology Amendment No. 1 CPG Grant No. G0700147 $20,000
Required 25% match provided by LOTT Alliance $5,000

Total project (grant plus match) $25,000

TCPHSS will submit an invoice to LOTI Alliance for the $5,000 local share match by December 1, 2008 and LOTI Alliance shall submit payment to TCPHSS by December 31, 2008.

VI. CONTACTS

Primary contacts for the parties related to this Agreement will be:

Rachel Ladennan, Education and Outreach Supervisor
Environmental Health Division
Thurston County Public Health & Social Services Dept
2000 Lakeridge Dr SW
Olympia, WA 98502
Phone: 360-754-4111 x7244
Fax: 360-754-2954
e-mail: donnetr@co.thurston.wa.us

For billing:
Val Casterline, Accounting
Thurston County Public Health & Social Services Dept
412 Lilly Rd NE
Olympia, WA 98506
Phone: 360-786-5581 x6997
Fax: 360-786-5594
e-mail: casterv@co.thurston.wa.us

Lisa Dennis-Perez
Community Relations Specialist
LOTI Alliance
111 Market Street NE, Suite 250
Olympia, WA 98501
Phone: 360-664-2333, ext. 1119
Fax: 360-664-2336
e-mail: LisaDennis-Perez@Lottonline.org
Either party may designate a different representative by giving written notice to the other party.

VII. DURATION

This Agreement shall be effective on the date of execution. The Agreement shall expire December 31, 2008 unless extended by mutual agreement of the parties.

VIII. TERMINATION

Either party may terminate this Agreement after giving thirty (30) days written notice to the other party. The terminating party will remain responsible for fulfilling its financial obligations incurred prior to the effective date of termination, unless otherwise agreed by the parties.

IX. HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, its elected officials and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorneys fees and costs, arising from the action and/or inactions of either party, its elected officials and appointed officers, employees, and agents in conjunction with this Agreement. In the event of concurrent negligence of the parties, each party’s obligations hereunder shall apply only to the extent of fault attributable to that party, its elected officials and appointed officers, employees, and agents.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

XI. AMENDMENT

This Agreement may be amended at any time by mutual written agreement executed by both parties.

XII. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision of this Agreement does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

XIII. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be
affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, the parties hereby execute this Agreement this 11 day of August, 2008:

LOTT ALLIANCE
Olympia, Washington

By: [Signature] 9/12/2008

President Date

Print Name: Michael D. Strub

ATTEST:

Secretary

APPROVED AS TO FORM:

Rick Hughes, General Counsel

THURSTON COUNTY
PUBLIC HEALTH & SOCIAL SERVICES

Print Name: Sherri McDonald 8-25-08

Authorized Official Date

APPROVED AS TO FORM:

EDWARD G. HOLM
PROSECUTING ATTORNEY

By: [Signature]

Deputy Prosecuting Attorney
ATTACHMENT 1 – RESPONSIBILITIES OF LOTT ALLIANCE TO CARRY OUT THE PROJECT PROTECT TEENS FROM TOXICS

A designated LOTT Alliance staff member will work cooperatively with environmental health educators at Thurston County Public Health & Social Services Department to integrate wastewater treatment messages into the "Protect Teens from Toxics" project.

Task 1  Promote Field Trips and Classes
In consultation with TCPHSS educators, help publicize the availability of field trips to the LOTT Budd Inlet Treatment Plant in conjunction with Protect Teens from Toxins classes.

Task 2  Provide Field Trip Speakers
Provide an appropriate field trip presentation/tour for visiting groups. An estimated three field trips will be conducted in the time period of this grant.
ATTACHMENT 2 – RESPONSIBILITIES OF TCPHSS TO CARRY OUT THE PROJECT PROTECT TEENS FROM TOXICS

The TCPHSS staff will work cooperatively with the designated LOTT Alliance staff member to integrate wastewater treatment messages into the "Protect Teens from Toxics" project.

**Task 1**  
**Promote Field Trips and Classes**  
In consultation with the LOTT Alliance, publicize the availability of field trips to the LOTT Budd Inlet Treatment Plant in conjunction with Protect Teens from Toxins classes. An estimated three field trips will be scheduled in the time period of this grant.

**Task 2**  
**Integrate Messages**  
Environmental Health staff will integrate messages on how the LOTT Alliance treats wastewater into Protect Teens from Toxins classes.

**Task 3**  
**Reporting**  
Environmental Health staff will submit a report on Protect Teens from Toxins activities.