



**UTILITIES COMMITTEE**  
**JULY 14, 2017**  
**4:00 P.M.**  
**COUNCIL CHAMBERS**

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- 1. ILA FOR DESCHUTES RIVER RANCH (SMITH FARM) WATER RIGHTS MITIGATION**  
*PETER BROOKS, WATER RESOURCES MANAGER*  
*(STAFF REPORT ATTACHED)*
  
- 2. HAWKS PRAIRIE ANNEXATION DISCUSSION**  
*RICK WALK, COMMUNITY DEVELOPMENT DIRECTOR*  
*(VERBAL – NO ATTACHMENT)*



**UTILITIES COMMITTEE**  
**July 14, 2017**

**SUBJECT:** Interlocal Agreement with the Cities of Olympia and Yelm related to water rights mitigation on the Deschutes River

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**RECOMMENDATION:** Motion to approve and forward Interlocal Agreement to the full City Council for approval.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Scott Egger, Director of Public Works  
Peter Brooks, Water Resources Manager *PB*  
Julie Rector, Water Quality Analyst *JR*

**ORIGINATED BY:** City Manager and Water Resources

**ATTACHMENTS:** 1. [Draft Interlocal Agreement between the Cities of Olympia, Lacey and Yelm for Implementing Deschutes Water Rights Mitigation Strategy – Phase V](#)

**FISCAL NOTE:** \$672,805 / account 410-3418-534.90-01, project WA12SF

**PRIOR REVIEW:** The 2015 budget authorized funds for work related to mitigating new water rights.

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**BACKGROUND:**

Water rights mitigation in the Deschutes River basin has been a joint effort with the cities of Olympia and Yelm, and has been approached in phases that have each had a separate interlocal agreement and budget. Phase I identified potential water rights that could be acquired for mitigation purposes. Phase II authorized the purchase of water rights and land for mitigation purposes; the purchase of approximately 200 acres of farmland on the Deschutes River (also known as the Smith Farm) was completed in 2011, and water rights were purchased in 2012. Phase III authorized the cities to contract an engineering consultant to initiate the design of wetland and spring channel restoration projects that were identified in the cities' water rights mitigation plans. Phase IV authorized the completion of engineering design and bid documents, to apply for permits needed to construct the projects. At this time the project designs are 99% complete, and permitting is on schedule.

The cities continue to contract for property management assistance, which includes noxious weed control and site monitoring, as authorized under ILAs for Phases III and IV.

This purpose for this Phase V ILA is authorize the cities to construct the projects, to continue to manage the property, to reimburse Olympia for planting the 50-foot riparian area along the Deschutes River frontage that was completed in early 2015, and to complete the riparian revegetation portion of the mitigation plans.

To date, the costs for joint water rights mitigation efforts have been shared equally among the Cities of Lacey, Olympia and Yelm. However, because at this time Yelm will not receive water rights mitigation “credit” for the restoration projects, and because Lacey and Olympia are required to implement our respective mitigation plans, Lacey and Olympia will be funding the construction of the restoration projects and completing the planting of the 200-foot riparian buffer along the Deschutes River. All three cities will be jointly funding property management activities and the previously-planted 50-foot riparian buffer. The ILA does include a provision for Yelm to cost-share in the construction projects if Yelm is issued a water right while the projects are under construction.

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**ADVANTAGES:**

1. Required water rights mitigation actions for the Deschutes River basin will be completed.

**DISADVANTAGES:**

1. None.

*When recorded return to:*

City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT BETWEEN  
THE CITIES OF OLYMPIA, LACEY AND YELM  
(THE CITIES)  
FOR IMPLEMENTING DESCHUTES WATER RIGHTS  
MITIGATION STRATEGY – PHASE V**

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**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**Whereas**, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**Whereas**, the Cities have submitted applications for water rights to Washington Department of Ecology (WDOE); and

**Whereas**, in order to secure approvals of those water rights, the Cities have cooperatively developed a mitigation strategy for the Deschutes River that has been accepted by the WDOE; and

**Whereas**, the mitigation strategy includes restoration of 200 acres of farmland jointly purchased by the Cities in the Deschutes River watershed (Deschutes River property). Habitat restoration mitigation actions will take place over several years on the property and include: riparian planting along 1 mile of river frontage, stream channel and wetland restoration, and ongoing land management responsibilities; and

**Whereas**, by Interlocal Agreement effective November 14, 2007, the Cities completed Phase I of a water rights acquisition strategy by identifying potential water rights for acquisition; and

**Whereas**, by amended Interlocal Agreement effective January 19, 2010, the Cities completed Phase II of a water rights acquisition strategy for mitigation purposes by jointly acquiring water rights and property in the Deschutes River basin and developing a habitat restoration assessment for that property; and

**Whereas**, Olympia's water rights were issued by WDOE in December 2011 and Lacey's water rights were issued by May 2012, and Yelm's water right was approved but appealed in November 2011; and

**Whereas**, through Interlocal Agreement effective August 23, 2012, the Cities completed Phase III of the Deschutes Mitigation Strategy by retiring water rights; fencing the Deschutes River property; developing a 60% design for habitat restoration mitigation actions, project schedule and costs for habitat restoration mitigation actions identified in the cities' mitigation plans; and contracting for the services of a project manager to coordinate and lead this effort; and

**Whereas**, through a letter of agreement dated October 30, 2014 the City of Olympia planted a 50-foot wide riparian buffer along the Deschutes River on the Deschutes River property; and

**Whereas**, through Interlocal Agreement effective April 27, 2015, the Cities completed Phase IV of the Deschutes Mitigation Strategy by advancing to 100% the design and bid specifications for the habitat enhancement projects that were designed to 60% under Phase III, applying for and obtaining necessary project permits, and hiring consultants to help support this effort and to oversee ongoing property management; and

**Whereas**, on October 8, 2015, WDOE's approval of Yelm's water right application was overturned by the Washington State Supreme Court thereby eliminating any immediate benefit Yelm would receive from habitat enhancement mitigation projects but not diminishing Yelm's interests as a joint owner of the Deschutes River property; and

**Whereas**, the Cities of Olympia and Lacey are required as a condition of their water rights to continue implementation of the Deschutes Mitigation Strategy by constructing habitat restoration projects designed under Phase IV, by completing riparian revegetation projects described in approved mitigation plans, and by hiring consultants to support this effort and to oversee ongoing property management; and

**Whereas**, the Cities may be doing other restoration work on the Deschutes River Farm property not related to this Interlocal Agreement, but through a Memorandum of Understanding (MOU) with the Squaxin Island Tribe signed November 29, 2011. In this MOU the cities have agreed to form the Budd/Deschutes Watershed Environmental Stewardship Coalition and provide additional funding for habitat restoration activities; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Cities agree as follows:

**I. Purpose/Objective**

The Cities have jointly purchased property on the Deschutes River for the purpose of cooperatively implementing the Deschutes Mitigation strategy that was approved by WDOE. Implementation of that plan is required by water rights issued to the Cities of Olympia (ROEs CS2-SWC8030, CS2-01105, CS2-SWP10191) and Lacey (ROEs G2-29165, G2-29304, G2-30250, G2-30251, G2-30248, G2-30249)-~~water rights~~.

The purpose of this Agreement is to allow the Cities of Olympia and Lacey to continue with implementation of projects identified in their mitigation plans in order to meet conditions of final water rights approval by WDOE, to make provisions for the future participation of the City of Yelm in mitigation plan implementation in the event the City of Yelm receives approval of a water right from WDOE conditioned with mitigation provisions, and to outline the ~~Cities~~ of Olympia, Lacey and Yelm's responsibilities as a joint owners of the Deschutes River property.

**II. Scope of Agreement/Work**

City of Yelm

The City of Yelm will not be a party to the construction, ~~and~~ monitoring and management of the habitat restoration mitigation actions described in this Agreement. However, Yelm agrees to reimburse Lacey and Olympia for its pro-rata share of the construction, monitoring and management and habitat restoration monitoring costs as described in Sections IV and V of this Agreement if mitigation credit for these habitat restoration mitigation actions is allowed in the future.

As a joint landowner, the City of Yelm agrees to participate in property management and stewardship planning expenses as described in Section IV.c of this Agreement. The City of Yelm agrees that the Cities of Olympia and Lacey will jointly select a consultant, organization, or agency to conduct property management and stewardship activities and enter into a professional service agreement with the selected consultant, organization or agency as described in Section II of this Agreement and that such consultant,

[organization, or agency selected may perform other habitat restoration mitigation activities for which the City of Yelm has not yet agreed to cost-share.](#)

As a joint landowner, the City of Yelm agrees to coordinate with the Cities of Olympia and Lacey on future long term management and stewardship decisions for the Deschutes River property through involvement in a separate agreement following the completion of the habitat restoration [mitigation](#) construction work jointly carried out by the Cities of Olympia and Lacey.

The City of Yelm acknowledges that the City of Olympia managed planting of the 50-foot riparian buffer, including payment of all costs, for the mutual benefit of the Cities and agrees to participate in cost sharing of this expense as described in sections IV and V of this Agreement.

—The Cities of Olympia and Lacey

The Cities of Olympia and Lacey will jointly install, construct and monitor habitat restoration mitigation actions as a condition of their water rights.

This Agreement provides authority for the City Managers of the Cities of Olympia and Lacey to enter into the necessary agreements to accomplish all tasks necessary for completion of Phase V work. Specific Phase V work to be accomplished under this agreement includes contracting for construction services of habitat restoration [mitigation](#) projects, [construction project management, and property stewardship and management](#), ~~and~~ riparian [and wetland](#) area planting and maintenance through 2020 [and property management activities through 2020](#).

The Cities of Olympia and Lacey agree to jointly engage the services of one or more consultants, contractors, organizations, or agencies to assist the Cities in services related to implementation of the Deschutes Mitigation strategy as approved by WDOE.

The Cities of Olympia and Lacey will jointly enter into a professional services agreement with one or more consultants, organizations, or agencies agreed upon by the parties for Phase V development and implementation. Work to be included under a professional services agreement may include construction and inspection of restoration projects, riparian monitoring and maintenance, project management, permitting assistance, property management activities, and legal analysis and review services.

The Cities of Olympia and Lacey will jointly enter into a construction contract with one or more contractor agreed upon by the parties for Phase V construction of [habitat restoration mitigation](#) projects, and riparian buffer and wetland planting, as needed.

The Cities of Olympia and Lacey will jointly direct the work of contractors, consultants, organizations, or agencies through a consensus-based decision making process. Firms providing professional services will be chosen through the standard selection process for professional services as required by the laws of the State of Washington and the Cities of Olympia and Lacey will jointly develop and issue the Request for Qualifications (RFQ), including the general scope and nature of the project or work, when required by law for contracted work and will make a unified recommendation for selection of the firm. Construction contracts shall be awarded to the lowest, responsive, qualified bidder.

The selection process for professional services shall include one or more project managers or engineers familiar with the municipal public work construction process. In addition to other criteria as may be agreed to by the Cities of Olympia and Lacey, consultants shall be evaluated on their ability to provide municipal construction support which may include but not be limited to bid award support, inspections, documentation, project management, and submittal review. Once the consultants are selected, the Cities of Olympia and Lacey shall coordinate with the selected consultant(s) to develop any final Scope of Work and Professional Services Agreements amenable to each Party.

In recognition that one City will need to approve change orders, make payments, and keep track of insurance, bond and other legal requirements, the firm that is hired will be instructed to use Olympia's project specifications with the Olympia City Engineer or designee as the approver of change orders, pay estimates and related construction decisions.

This agreement also allows the Cities of Olympia and Lacey to coordinate on decision-making related to contract management, consultant communication and dissemination of project information to appropriate staff within their own jurisdiction.

The Cities of Olympia and Lacey may also jointly hire legal counsel on issues related to property management and habitat enhancement for the purpose of mitigation and other related topics. Legal advice provided to the Cities of Olympia and Lacey shall be considered attorney client privileged not subject to disclosure.

The Cities of Olympia, Lacey and Yelm

Within 30 days of receiving approval of a water right, [with no appeals filed](#), from WDOE, conditioned with mitigation provisions, the City of Yelm will inform the Cities of Olympia

and Lacey in writing of its desire to participate in construction and monitoring of habitat restoration ~~monitoring~~ mitigation activities at the Deschutes River property, including costs. Following receipt of such notice, the Cities of Olympia and Lacey will coordinate project decisions and activities with the City of Yelm consistent with section II of this Agreement, provided that if a construction and/or professional services contract is in place, such a contract(s) will not be amended to include the City of Yelm.

As joint land owners, the Cities of Olympia, Lacey and Yelm agree to share in property management and stewardship planning expenses as described in Section IV.c of this Agreement. The City of Yelm agrees that the Cities of Olympia and Lacey will jointly select a consultant, organization, or agency to conduct property management and stewardship activities and enter into a professional service agreement with the selected consultant, organization or agency as described in Section II of this Agreement and that such consultant, organization, or agency selected may perform other habitat restoration mitigation work for which the City of Yelm has not yet agreed to cost-share. The Cities of Olympia and Lacey agree that any final Scope of Work for professional services shall separate tasks and budgets for property management and stewardship activities from any other tasks to be accomplished under the professional services agreement.

The Cities of Olympia, Lacey and Yelm will accomplish future long term management and stewardship (e.g. land conservancy trust) of the property through a separate agreement after habitat restoration construction work is completed.

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### III. **Property Access**

This agreement grants the Cities and their contractors, individually or in collaboration, access to the Deschutes River property to install, construct and monitor habitat restoration mitigation projects outlined in the Deschutes Mitigation Strategy and to perform property management activities.

### IV. **Cost Sharing**

- a. ~~Professional and Construction Services~~ Construction and Monitoring of Habitat Restoration Mitigation Actions.
  - i. The Cities of Olympia and Lacey will equally divide costs for ~~professional and construction services~~ construction and monitoring of habitat restoration mitigation actions. Total costs for such services under this agreement are not to exceed ~~XXXXX~~ 1,235,365 outlined as follows:

Wetland Habitat Restoration Construction, ~~Monitoring and Management~~  
759,515 ~~\$XXXX~~  
 50- to 200-foot Riparian and Wetland Buffer Planting, Monitoring and  
 Management \$  
~~XXXX~~475,850  
~~Property Management and Stewardship Planning~~ ~~\$XXXX~~

ii. In the event the City of Yelm informs the Cities of Olympia and Lacey in writing of its desire to participate in construction and monitoring of habitat restoration mitigation monitoring actionsactivities at the Deschutes River property, the City of Yelm will immediately begin to share equally in the ~~professional and construction services~~construction and monitoring of habitat restoration mitigation actions costs listed above not yet incurred as of the date of the City of Yelm's written notice consistent with Section V.a and Section V.~~b~~c of this Agreement. Expenditures incurred prior to the date of the City of Yelm's notice will be reimbursed by the City of Yelm to the City of Olympia and the City of Lacey individually as described in Section- ~~V.e~~d of this Agreement.

b.50' Riparian Buffer Planting

This Phase V Agreement confirms that the City of Olympia managed planting of the 50-foot riparian buffer, including payment of all costs, for the mutual benefit of the Cities. The Cities will equally divide costs for planting of the 50-foot riparian buffer in accordance with the letter of agreement dated October 30, 2014. Total costs to be divided shall not exceed \$31,372.22.

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c. Property Management Expenses.

The Cities of Olympia, Lacey and Yelm agree to equally divide costs for property management expenses. Property management work may include the removal of material (ie TV's, tires) and fences from the property, weed control, installation of new wire fencing, and pasture management through 2020. Prior to authorizing material or fence removal or fence construction, the Cities of Olympia and Lacey agree to consult with the City of Yelm. Total costs for such services under this agreement are not to exceed \$133,997 as outlined as follows.

<u>Stewardship Planning</u>	<u>\$73,308</u>
<u>Pasture Management</u>	<u>\$60,688</u>

d. Future Stewardship and Property Management.

-Costs for future stewardship and property management work will be established in a future agreement based on monitoring work conducted in this Agreement. Proportionate cost sharing shall be determined at that time.

## V. Method of Payment

### 4.a. Professional Services – Habitat Restoration Mitigation Actions.

4.i. Consultants will invoice each Olympia and Lacey separately on a monthly basis.

4.ii. Payment will be made separately by each City to the consultants upon receipt of an acceptable invoice, after completion of each task agreed upon in the professional services agreement.

### 4.b. Professional Services – Property Management Activities

4.i. Consultants will invoice each Olympia, Lacey and Yelm separately on a monthly basis.

4.ii. Payment will be made separately by each City to the consultants upon receipt of an acceptable invoice, after completion of each task agreed upon in the professional services agreement.

### 4.c. Construction Services

4.i. Olympia will manage the construction contract for the mutual benefit of both itself and the City of Lacey, and will invoice the City of Lacey its half share of costs based on actual contract expenses plus its half share of Olympia's administrative costs. The invoice will provide a detailed breakdown of costs. Lacey will pay its share of the undisputed items within thirty (30) days of receipt of invoices from Olympia.

### 4.d. Pro Rata Reimbursement of Professional Services – Habitat Restoration Mitigation Actions and Construction Services by the City of Yelm

4.i. Within 90 days of receiving written notice from the City of Yelm of its desire to participate in construction and habitat restoration monitoring actions/activities at the Deschutes River property, the City of Olympia will prepare an invoice of the professional and construction services expenditures detailed in Section IV.a of this Agreement incurred prior to the date written notice was received from the City of Yelm. The invoice will provide a detailed breakdown of costs and the reimbursement amount due to each the City of Olympia and the City of Lacey. The City of Yelm will pay the undisputed amount due individually to Olympia and Lacey within thirty (30) days of receipt of the invoice from Olympia.

### 4.e.50' Riparian Buffer Planting

Interlocal Agreement between  
Lacey, Olympia, and Yelm  
for Implementing Deschutes Water Rights Mitigation Plan  
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~~1-i.~~ Olympia managed planting of the 50-foot riparian buffer for the mutual benefit of the Cities. Olympia will invoice the City of Lacey and the City of Yelm their share of costs based on actual expenses. The invoice will provide a detailed breakdown of costs. Lacey and Yelm will pay their share of the undisputed items within thirty (30) days of receipt of invoices from Olympia.

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## **VI. Indemnification & Insurance**

Each City agrees to defend, indemnify and hold the other cities, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the indemnifying City's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying City's officers, officials and employees.

## **1-VII. No Separate Legal Entity Created**

This Agreement creates no separate legal entity.

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## **VIII. Duration of Agreement**

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the agreement, unless sooner terminated by the Cities as provided herein.

## **IX. Dispute Resolution**

~~1-a.~~ Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to address their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached the resolution shall be memorialized in a memorandum signed by all Parties which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other

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Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.

a.

b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will equally share the cost of the mediator. A successful mediation shall result in a memorandum agreement which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.

2-c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

**X. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Cities.

**XI. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

**XII. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the Cities and supersedes any and all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

**XIII. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Cities' websites as provided by RCW 39.34.040.

**XIV. Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

**XV. Notice**

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit with the United States Postal Service.

**CITY OF OLYMPIA:**

Attn: Susan Clark , Senior Planner  
Re: Water Rights Mitigation/Deschutes Basin  
PO Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY:**

Attn: Peter Brooks, Water Resource Manager  
Re: Water Rights Mitigation/Deschutes Basin  
420 College St SE  
Lacey, WA 98503

**CITY OF YELM:**

Attn: Chad Bedlington, Public Works Director  
Re: Water Rights Mitigation/Deschutes Basin  
105 Yelm Ave. W  
Yelm, WA 98597

This Agreement is hereby entered into between the Cities and shall take effect on the date of the last authorizing signature affixed hereto:

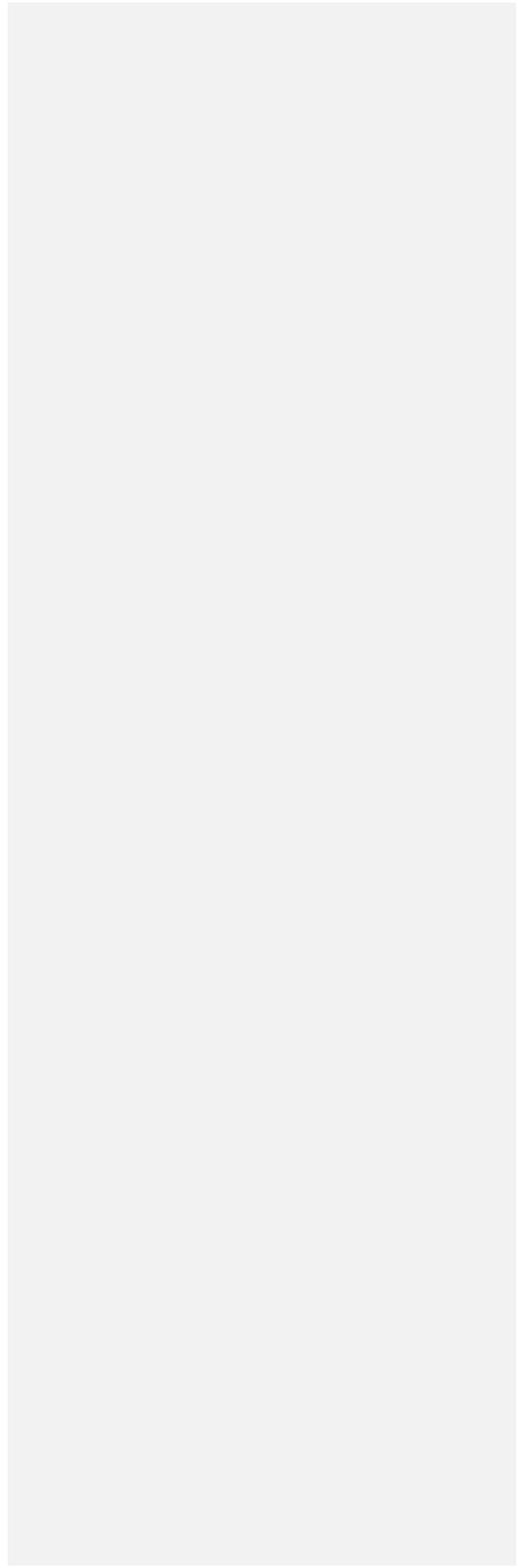
**CITY OF OLYMPIA**

\_\_\_\_\_  
Cheryl Selby, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Darren Nienaber, Deputy City Attorney



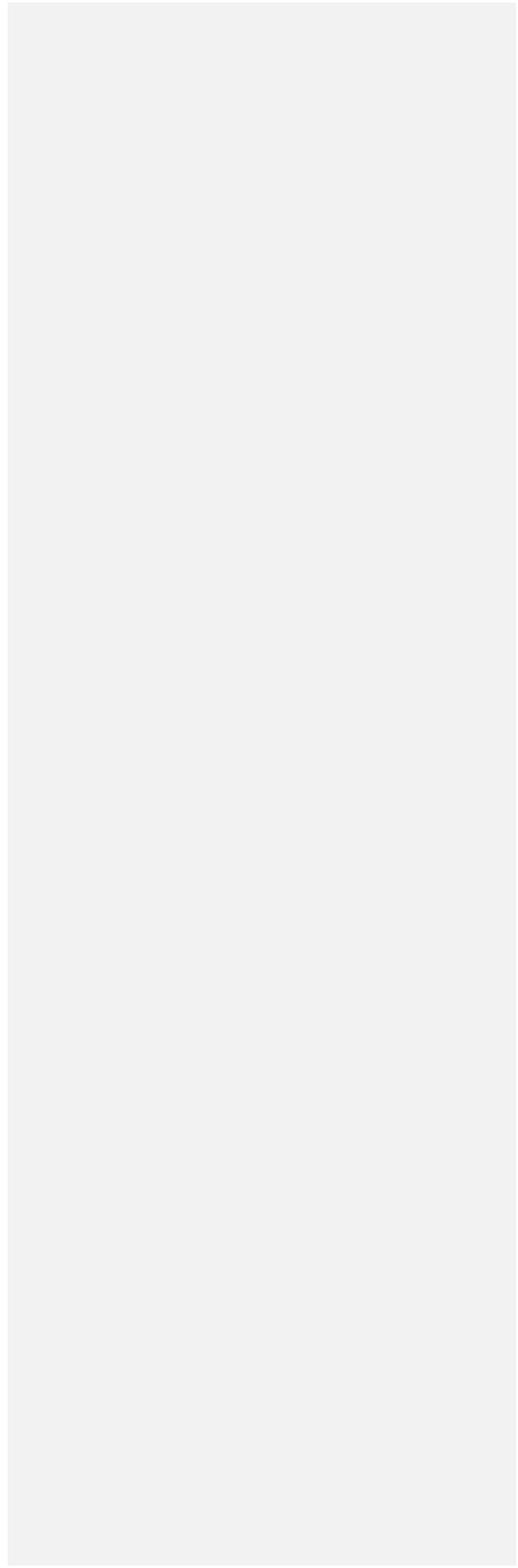
**CITY OF YELM**

\_\_\_\_\_  
JW Foster, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
P. Stephen DiJulio, Attorney



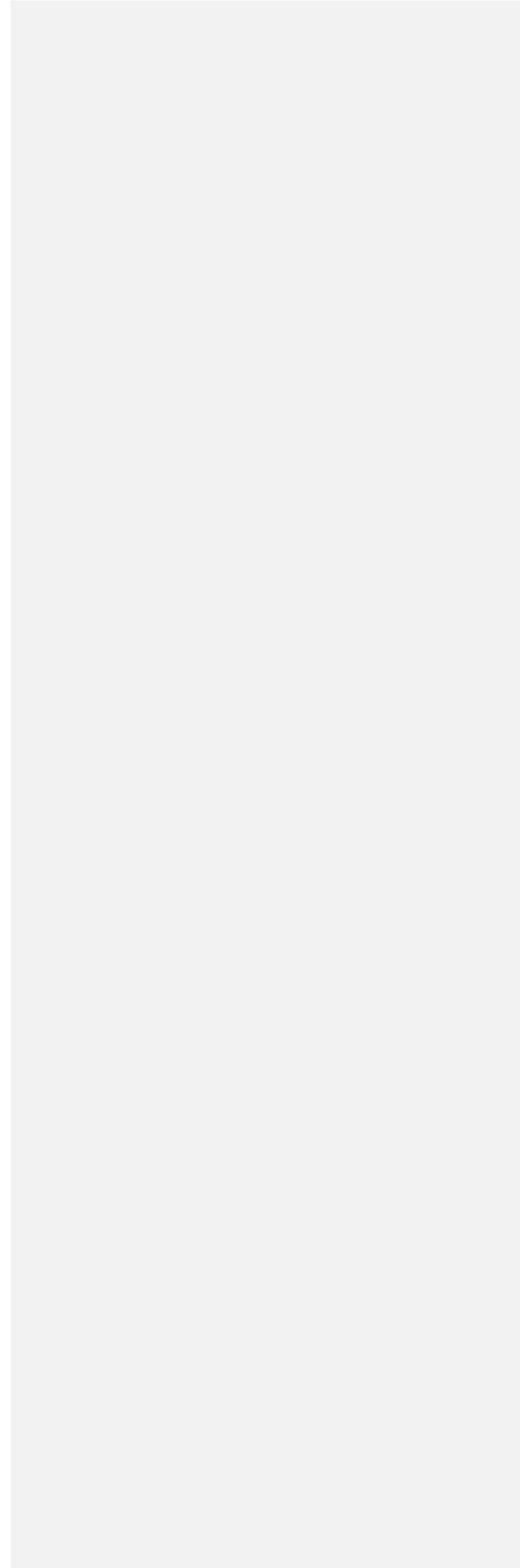
**CITY OF LACEY**

\_\_\_\_\_  
Scott Spence, City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
David Schneider, City Attorney



2017 - 2020 ILA budget May 1, 2017		Source	notes
<b>Wetland Habitat Restoration Construction</b>			Costs to be shared by Olympia and Lacey - Yelm to participate if mitigated water right is awarded (or otherwise choose to opt in)
Construction Contract	\$623,905.00	Confluence Final Design Cost Estimate - March 24, 2017	Original cost estimate of 574,000 included 15% contingency. Increased to a 25% contingency to account for delay in construction
Construction Contract Administration -Olympia	\$93,585.75	City of Olympia	15% of construction costs
Project Designer (Confluence) Construction Oversight	\$28,961.90	Confluence: April 10, 2017 Scope of Services Memo	Confluence's participation - to be subcontractor to property manager - original cost estimate of 26,329 did not include a contingency. Added a 10% contingency to account for delay in construction
Property Manager Construction Oversight	\$13,062.50	SPSSEG: April 21, 2017 budget	Task 1 "restoration site services during construction" - includes 25% project contingency (10,450 + 2614)
<b>TOTAL CONSTRUCTION</b>	<b>\$759,515.15</b>		
<b>50' Riparian Buffer Planting (reimburse Olympia )</b>			
	\$31,373.00	October 30, 2014 letter of agreement	this is a not to exceed amount - costs to be shared by Olympia, Lacey and Yelm - this is a reimbursement to Olympia
<b>TOTAL PLANTING</b>	<b>\$31,373.00</b>		
<b>Property Management Expenses</b>			Olympia, Yelm and Lacey to share costs
Stewardship Planning	\$73,308.75	SPSSEG: April 21, 2017	Task 0 SPSSEG scope of work - includes 25% project contingency (58647 + 14661.75)
Pasture Management (2017 -2020)	\$60,688.75	SPSSEG: April 21, 2017	Task 2 SPSSEG scope of work - includes 25% project contingency (48551 + 12137.75)
<b>TOTAL PROPERTY MANAGEMENT EXPENSES</b>	<b>\$133,997.50</b>		
<b>50 to 200' Riparian &amp; Wetland Buffer Planting, Monitoring and Management</b>			Costs to be shared by Olympia and Lacey - Yelm to participate if mitigated water right is awarded (or otherwise choose to opt in)
Riparian Buffer Management (2017-2020)	\$442,135.00	SPSSEG: April 21, 2017	Task 3 SPSSEG scope of work - incudes 25% project contingency (353708 + 88427)

Monitoring Buffers (2018-2020)	\$22,618.75	SPSSEG: April 21, 2017	Task 4 SPSSEG scope of work - includes 25% project contingency (18095 + 4523.75)
Monitoring Project Site (2019-2020)	\$6,462.50	SPSSEG: April 21, 2017	Task 5 SPSSEG scope of work - includes 25% project contingency (5170 + 1292.5)
Administrative Expenses (2017-2020)	\$4,633.75	SPSSEG: April 21, 2017	Task 6 SPSSEG scope of work - includes 25% project contingency (3707 + 926.75)
<b>TOTAL RIPARIAN AND WETLAND PLANTING, MONITORING AND MANAGEMENT</b>	<b>\$475,850.00</b>		
<b>PHASE V INTERLOCAL AGREEMENT COST SHARING CATEGORIES</b>			
<b>TOTAL AMOUNT - PHASE V ILA</b>	<b>\$1,400,735.65</b>		
SUBTOTAL: Wetland Habitat Construction: Olympia & Lacey	\$759,515.15		
SUBTOTAL: 50 to 200' Riparian & Wetland Buffer Planting, Monitoring & Mangagement: Olympia & Lacey	\$475,850.00		
SUBTOTAL: 50' Riparian Buffer Planting: Olympia, Lacey & Yelm	\$31,373.00		
SUBTOTAL: Property Management Expenses: Olympia, Lacey & Yelm	\$133,997.50		