

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND PORT OF OLYMPIA FOR ENVIRONMENTAL
RESTORATION ASSESSMENT OF WEST BAY**

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto. The parties are the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and the **PORT OF OLYMPIA**, a Port District formed RCW Chapter 53.04 (the “Port”).

Recitals

1. On March 6, 2014, the City and the Port entered into an *Interlocal Agreement between The City of Olympia and The Port of Olympia for Environmental Restoration Assessment of West Bay* (“Agreement”).
2. The Agreement authorized the City and the Port to complete a science-based environmental restoration assessment of West Bay that would support implementation of water quality and habitat restoration strategies.
3. The parties wish to amend the Agreement, Section III, CONSULTANT AND COST SHARING, to reflect revised cost estimates for the restoration assessment. Costs will increase from \$150,000 to \$220,000.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section III, CONSULTANT AND LEGAL COST SHARING, of the Agreement is hereby amended to read as follows:

The Parties will divide costs for consulting services. The City will pay two-thirds and the Port will pay one-third of the costs for consultant services. Total costs for such services are not to exceed ~~one hundred fifty thousand~~ **two hundred and twenty thousand** and 00/100 dollars (~~\$150,000~~ **\$220,000**).

To the extent feasible, the Parties agree to pursue grants to support the work performed under this agreement. The proceeds of any grants or other donations towards the work performed under this agreement will be deducted from the consulting costs before the cost shares are calculated.


2. All remaining provisions of the *Interlocal Agreement between The City of Olympia and The Port of Olympia for Environmental Restoration Assessment of West Bay* dated March 6, 2014, and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

CITY OF OLYMPIA

By: _____
Stephen H. Buxbaum, Mayor

Dated: _____

APPROVED AS TO FORM:



City Attorney (ACA)

PORT OF OLYMPIA

By: _____
Ed Galligan, Executive Director

Dated: _____

APPROVED AS TO FORM:

Port Counsel