

RESOLUTION NO. R- 9 -08

A RESOLUTION AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND A COALITION OF WASHINGTON CITIES FOR THE PURPOSE OF APPEALING THE PHASE II NATIONAL POLLUTANT DISCHARGE ELIMINATION PERMIT.

WHEREAS, the City Council for the city of Pullman authorized an Interlocal Agreement on March 6, 2007, by Resolution R-26-07; and,

WHEREAS, this Council now has before it the First Amendment to said Interlocal Agreement, which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said First Amendment to said Interlocal Agreement and to increase the financial commitment of the City; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that the First Amendment to said Interlocal Agreement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and finance director be and they are hereby authorized and directed to execute the First Amendment to said Interlocal Agreement and to deliver an executed copy thereof to the city of Bellevue.

IT IS FURTHER RESOLVED that the City of Pullman will contribute an additional \$25,000 to the legal fees and costs incurred pursuant to the terms of said Interlocal Agreement.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this resolution and the First Amendment to said Interlocal Agreement.

BE IT FURTHER RESOLVED that executed copies of said First Amendment to said Agreement shall be posted on the official website of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the city of Pullman at a special meeting held on the 22nd day of January, 2008.

DATED this 23rd day of January, 2008.

ATTEST:

Mayor

Finance Director

Approved as to Form:

City Attorney

FILED
JAN 23 2008
CITY CLERK'S OFFICE
PULLMAN, WASHINGTON

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE
CITIES OF ANACORTES, AUBURN, BELLEVUE, BELLINGHAM, BOTHELL,
BREMERTON, BUCKLEY, BURIEN, BURLINGTON, CAMAS, DES MOINES,
ELLENSBURG, EVERETT, FEDERAL WAY, FIRCREST, KENNEWICK, KENT,
LONGVIEW,
MARYSVILLE, MOUNT VERNON, NORMANDY PARK, ORTING, PORT
ANGELES, PULLMAN, PUYALLUP, RENTON, RICHLAND, SAMMAMISH,
SEATAC, SUMNER, UNIVERSITY PLACE AND VANCOUVER AND KITSAP
COUNTY REGARDING LEGAL SERVICES

THE INTERLOCAL AGREEMENT ("Agreement") entered into between the Cities of Anacortes, Auburn, Bellevue, Bellingham, Bothell, Bremerton, Buckley, Burien, Burlington, Camas, Des Moines, Ellensburg, Everett, Federal Way, Fircrest, Kennewick, Kent, Longview, Marysville, Mount Vernon, Normandy Park, Orting, Port Angeles, Pullman, Puyallup, Renton, Richland, Sammamish, SeaTac, Sumner, University Place, Vancouver, and Kitsap County, and any other Phase II Permittees that might become a party to this Interlocal known as the "Coalition of Governmental Entities" is hereby amended as follows:

The names of Bellingham, Buckley, Ellensburg and Kennewick shall be stricken from the Coalition Interlocal Agreement as these jurisdictions have withdrawn from the Coalition pursuant to notice given under Paragraph 5.1 of the Interlocal and have withdrawn from the litigation related to the Phase II permits.

Paragraph 4.1 of the Interlocal is hereby amended to read as follows:

4.1 Except as provided in Paragraph 4.2 below, the Legal Services' fees and costs shall be shared equally by all Coalition regardless of a member of the Coalition's population or nature or any other factor distinguishing it from another member of the Coalition. This obligation shall continue through conclusion of the Legal Services as provided in Paragraph 2 above, unless a member of the Coalition terminates its participation in this Agreement as provided in Paragraph 5. Members of the Coalition hereby authorize said fees and costs up to a total of \$925,000. Additional fees and/or costs may be approved by written amendment to this Agreement by Coalition.

Paragraph 4.2 of the Interlocal is hereby amended to read as follows:

4.2 The provider of Legal Services shall provide a monthly bill of its fees and costs to Bellevue. Bellevue shall timely pay the bill on behalf of Coalition. Within 15 days of approval of this Agreement, each member of the Coalition shall remit its agreed share of the fees and costs to the City of Bellevue. Bellevue shall place these funds into an interest-bearing account, with any interest derived from these funds to be applied to the costs of the provider of Legal Services. At the time of the initial drafting of the Interlocal Agreement, 33 governmental entities had committed to joining this appeal; and paying estimated fees and costs up to \$275,000, with the proportionate

share of each member of the Coalition being \$8,333.33. Due to increased costs associated with the Permit cross-appeal filed by Puget Soundkeepers Alliance and others, the Coalition hereby authorizes additional fees and costs of up to \$650,000, for a total of fees and costs of up to \$925,000. These additional fees and costs are to be paid in full through contributions from each member of the Coalition in an amount determined according to agreement between the members and with consideration given to the financial ability of members to pay. In the event Bellevue must take legal action to collect any amount due from a member of the Coalition, Bellevue shall be entitled to recover all costs for said action including reasonable attorney's fees.

Paragraph 4.3 is hereby amended to read as follows:

4.3 Except as provided in Paragraph 4.2 above, in the event additional governmental entities join this Agreement, the share of each member of the Coalition shall be reduced accordingly. In the event fewer governmental agencies participate in this Agreement or terminate their participation, the share of each remaining participating member of the Coalition shall increase accordingly.

All other provisions of the Coalition Interlocal Agreement remain in full force and effect.

IN WITNESS, the parties below execute this First Amendment to the Coalition Interlocal Agreement which shall become effective January ____, 2008.

ANACORTES: CITY OF ANACORTES By: _____ Print Name: _____ _____ Its: _____ Date: _____	AUBURN: CITY OF AUBURN By: _____ Print Name: _____ _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ _____	NOTICES TO BE SENT TO: _____ _____ _____ _____

