INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE LOTT ALLIANCE
AND THE OLYMPIA SCHOOL DISTRICT
REGARDING A JOINT WASTEWATER FLOW REDUCTION AND WATER CONSERVATION PROJECT

WATER CONSERVATION DEMONSTRATION SCHOOL PROJECT

This AGREEMENT is made and entered into by and between the LOTT Alliance (LOTT) and the Olympia School District. LOTT and the Olympia School District are also jointly referred to as "the Parties". This AGREEMENT sets out the mission and implementation framework for the Water Conservation Demonstration School Project, to be installed in 2010 with joint outreach implemented for a period of at least five years following installation.

WHEREAS, the LOTT Alliance implements an active Flow Reduction Program to reduce wastewater flows to delay the need for construction of additional treatment capacity and to extend the life of LOTT's existing treatment facilities; and

WHEREAS, the Olympia School District implements an active Water and Energy Conservation Program to make improvements to the District's facilities to reduce resource use and achieve operational savings by lowering utility costs; and

WHEREAS, the LOTT Alliance and the Olympia School District will benefit from reducing water consumption and wastewater flows at one of the District's facilities, and the public will benefit from the demonstration of state-of-the-art water-efficient plumbing fixtures and appliances; and

WHEREAS, the Olympia High School is a facility used daily by hundreds of students, teachers, and staff, as well as used routinely by the broader public for community and extra-curricular activities; 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 other localities on a basis of mutual advantage; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the terms, conditions, and requirements for the implementation of the Water Conservation Demonstration School Project; and
NOW, THEREFORE, in consideration for the terms and conditions contained herein, the Parties agree as follows:

1. MISSION:

The mission of the AGREEMENT is to reduce wastewater flows and water consumption, and encourage the public reduce wastewater flows and conserve water, by creating a Water Conservation Demonstration School. The Olympia High School will be retrofit with high-efficiency plumbing fixtures and appliances, for an immediate water savings estimated at over 6200 gallons per day. The site will serve as an example to the community, where members of the public can learn about water-saving opportunities for their homes and workplaces.

2. PROJECT ELEMENTS:

The Project involves installation of water-efficient replacement fixtures and parts for the following (number of fixtures is subject to adjustment):

- 121 faucet aerators
- 2 - 1.6 gpf toilets to dual-flush high-efficiency toilets
- 103 - 1.6 gpf wall-hung toilets to dual-flush manual flushometer toilets
- 38 - 1 gpf urinals to 0.125 gpf manual flushometer urinals
- 50 - 2.5 gpm showerheads to 1.5 gpm showerheads
- 1 commercial grade dishwasher
- 2 residential grade clothes washers

To maximize the demonstration benefits, the Project also includes joint development of the following outreach:

- Signage for the plumbing fixtures
- Occasional articles in district, school, and other publications
- Training from school and volunteer staff on proper use and care of fixtures and appliances to maximize water-savings

3. IMPLEMENTATION FRAMEWORK:

The LOTT Alliance will serve as the funding source for the Project and the Olympia School District will serve as the Project Manager. The Water Conservation Demonstration School will be retrofit with water saving equipment and fixtures, with the LOTT Alliance providing 100% of installed cost, not to exceed $100,000. Initial estimate of the project cost is $90,000.
As the Project Manager, the Olympia School District will develop a detailed description of the work to be completed, with review and approval by LOTT and additional review by partner utility staff to confirm that the fixtures and appliances meet the intent of the demonstration project. The Olympia School District will select the contractor for the work, in compliance with their procurement policies, which are more stringent than the LOTT Alliance policies. Olympia School District staff will provide primary oversight for the installation of the retrofit fixtures and equipment, and review all invoices, forwarding them to LOTT for payment once they have been reviewed and approved by District staff. LOTT reserves the right to reject any invoice, or a portion thereof, forwarded by the Olympia School District, where LOTT deems such invoice unsupported, unclear, excessive, not within the scope of the project, not adequately reviewed, or for any other reasonable basis.

As the Project funding source, the LOTT Alliance will pay the contractor directly, as recommended by the District and approved by LOTT, up to the total, preapproved contract amount, not to exceed $100,000. The amounts to be paid include all applicable sales and use tax. If the contract exceeds $100,000, the Olympia School District will be responsible for payment of the amount beyond $100,000 necessary to complete the Project. LOTT will not be responsible for any additive change order without its advance written approval. The Olympia School District will allow LOTT or its agent, to inspect any and all documents related to the project in the possession or control of the District, submit to an audit of its financial documentation, and preserve all project documents for a period of two years following completion of the project or as required under applicable document retention statutes, whichever period of time is greater.

The Olympia School District shall be considered an independent contractor and no official or employee thereof shall be considered an official or employee of LOTT, nor shall the Olympia School District, its officials, officers, agents, or employees, be entitled to any compensation, privileges, or benefits from LOTT beyond that provided herein.

4. DURATION

The terms and performance of this AGREEMENT shall commence after the approval by the governing bodies of all of the Parties and following the recording of this AGREEMENT with the Thurston County Auditor. This AGREEMENT will terminate on December 31, 2015.

5. TERMINATION

This AGREEMENT may also be terminated in whole or in part by mutual AGREEMENT of the Parties. Any termination by mutual AGREEMENT shall be in writing, signed by
each Party by someone with authority to terminate the Agreement, and shall set forth the conditions of termination including the effective date.

In the event that funding, staff or resources for performance under this AGREEMENT are withdrawn, reduced or limited in any material way after the effective date of this AGREEMENT, including by action of the LOTT Board, LOTT may terminate this AGREEMENT. Termination under this paragraph shall be effective upon the date specified in the LOTT's written notice of termination.

6. RECORDING

LOTT will be responsible for recording or posting this AGREEMENT as required by law.

7. INDEMNIFICATION

The Olympia School District shall indemnify, defend, and hold LOTT harmless from any actions, suits, claims, damages or liability whatsoever, including Attorneys' fees, which may arise out of the District's actions involving the sole negligence of the District under this Agreement. The School District's obligations described in this paragraph for other actions, suits, claims, damages, or liability shall be apportioned according to the District's percentage of negligence. This paragraph shall survive the expiration of this Agreement. All lawsuits with regard to this Agreement shall be filed in Thurston County, Washington Superior Court.

8. INTERLOCAL ELEMENTS

A. No separate legal entity is created by this Agreement.
B. This Agreement shall remain in force until December 31, 2015.
C. No common budget is to be established.
D. No personal or real property is to be jointly acquired.

9. EQUAL OPPORTUNITY TO DRAFT

The Parties have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party.

Dated this __24th__ day of __March__, 2010.
OLYMPIA SCHOOL DISTRICT

By: [Signature]
Title: ASS'T SUP'T
ATTEST: [Signature]

APPROVED AS TO FORM: [Signature]
Attorney for the Olympia School District

LOTT ALLIANCE

By: [Signature]
Title: President
ATTEST: [Signature]

APPROVED AS TO FORM: [Signature]
Rick Hughes, General Counsel