INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE LOTT CLEAN WATER ALLIANCE
AND THE TUMWATER 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 Clean Water Alliance (LOTT) and the Tumwater School District. LOTT and the Tumwater 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 2011 with joint outreach implemented for a period of at least five years following installation.

WHEREAS, the LOTT Clean Water 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 Tumwater 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 Clean Water Alliance and the Tumwater 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 Black Hills 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 purpose of the AGREEMENT is to reduce wastewater flows and water consumption, and encourage the public to reduce wastewater flows and conserve water, by creating a Water Conservation Demonstration School. The Black Hills High School will be retrofit with high-efficiency plumbing fixtures and appliances, for an immediate water savings estimated at over 4430 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):

- 88 wall-hung toilets to 1.28 gpf high-efficiency flushometer toilets
- 29 urinals to 0.125 gpf flushometer urinals
- 35 faucet aerators to 0.5 gpm aerators
- 55 faucet aerators to 1.5 gpm aerators
- 2 pre-rinse spray nozzles to 1.5 gpm spray nozzles
- 50 showerheads to 1.5 gpm showerheads

3. IMPLEMENTATION FRAMEWORK:

The LOTT Clean Water Alliance will serve as the funding source for the Project and the Tumwater School District will serve as the Project Manager. The Water Conservation Demonstration School will be retrofit with water saving equipment and fixtures, with LOTT providing 100% of installed cost, not to exceed $100,000 under any circumstances (which includes applicable sales and use tax). Initial estimate of the project cost is $86,738.

As the Project Manager, the Tumwater 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 Tumwater School District will select the contractor for the work, in compliance with their procurement policies, which are more stringent than the LOTT Alliance policies. Tumwater School District will hold the contract for the work and maintain responsibility for withholding retainage, assuring payment of prevailing wages, and other contracting requirements. Tumwater 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 Tumwater 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. LOTT’s rejection of an invoice or any part thereof, does not in itself relieve the Tumwater School District from any responsibility for the rejected invoice.

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 (which includes all applicable sales and use tax). If the contract exceeds $100,000, the Tumwater School District will be responsible for payment of the amount beyond $100,000 under any circumstances, whether the project is complete or not. LOTT will not be responsible for any additive change order without its advance written approval. The Tumwater 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 Tumwater 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 Tumwater 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 or by other legally acceptable means. 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.

6. RECORDING

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

Each of the parties agrees to be liable for its conduct and to indemnify the other party against any and all losses resulting therefrom. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Washington.

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 11th day of February, 2011.

TUMWATER SCHOOL DISTRICT

By: Mike Hardy
Title: Superintendent

LOTTE CLEAN WATER ALLIANCE

By: [Signature]
Title: Executive Director

ATTEST:

[Signature]

APPROVED AS TO FORM:

Attorney for the Tumwater School District

[Signature]
Rick Hughes, General Counsel