RETURN ADDRESS

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Document Title(s)

INTERLOCK WASTEWATER AGREEMENT
_____

Reference Numbers(s) of related documents

_____
Additional Reference #=s on page

Grantor(s) (Last, First and Middle Initial)

CITY OF LACEY
_____   _____

THURSTON COUNTY
_____   _____

_____   _____
                                        Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

CITY OF LACEY
_____   _____

THURSTON COUNTY
_____   _____

_____   _____
                                        Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

_____
                                        Additional legal is on page

Assessor's Property Tax Parcel/Account Number

_____   _____   _____
                                        Additional parcel #=s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

INTERLOCAL WASTEWATER AGREEMENT

THIS AGREEMENT is entered into by and between the City of Lacey, a municipal corporation, hereinafter called "City", and Thurston County, a municipal corporation, hereinafter called "County", pursuant to the provisions of RCW 39.34.080.

WHEREAS, it is to the mutual advantage of the parties to cooperate as described herein in order to make the most efficient use of their resources and to provide services and facilities needed by the citizens and ratepayers residing within their respective jurisdictions or service areas, and

WHEREAS two neighborhoods, located adjacent to Woodland Creek, are currently served by on-site septic systems. Due to unsuitable soils and high groundwater tables, raw septic tank effluent is draining to Woodland Creek, Henderson Inlet and ultimately Puget Sound; and

WHEREAS, on October 11, 2011, the Thurston County Board of Health adopted Resolution No. H-3-2011 which directed that these two neighborhoods abandon their on-site systems and connect to public sewer when it becomes available; and

WHEREAS, the Washington State Department of Ecology (DOE) issued a loan and a grant to Thurston County for construction of the Woodland Creek septic tank effluent (STEP) public sanitary sewer system (Woodland Creek Sewer); and

WHEREAS, the Woodland Creek Sewer will discharge to the City of Lacey's existing collection and conveyance system; and

WHEREAS, the terms of the DOE loan agreement require that Thurston County own Woodland Creek Sewer until the loan is retired, which will be approximately 20 years from the end of construction; and

WHEREAS, the Woodland Creek Estates and Covington Place subdivisions are located in the Lacey Urban Growth Area, and

WHEREAS, the City, as the wastewater provider for the area in which the Woodland Creek Sewer is located, can most effectively and efficiently provide maintenance and operation of the Woodland Creek Sewer: and

WHEREAS, the City charges a monthly service charge for sewer services.

NOW, THEREFORE,

Pursuant to the terms of RCW 39.34.080 and in consideration of the mutual undertaking set forth herein, the parties hereby agree as follows:

1.   The County shall construct the necessary wastewater lines and all other appurtenances necessary to properly connect the 128 developed lots within the subdivisions of Woodland Creek Estates and Covington Place in Thurston County, Washington to the public wastewater system of the City. Such work and finished system shall comply with the Development Guidelines and Public Works Standards of the City. It is understood by the parties that such construction and contract closeout will be complete on or before December 31, 2014.

2.   The City will provide plan check and inspection of all STEP improvements at no charge to the County for this project.

3.   The City will provide maintenance and operation of the Woodland Creek Sewer and will collect monthly services from the property owners connected to the sewer system.

4.   The County shall transfer ownership of the Woodland Creek Sewer to the City after the County satisfies all the terms of the loan agreement with DOE..

6.   The County agrees to defend and hold harmless the City and its employees, agents, and members, from any and all liability related to, or in connection with, the construction project contemplated herein, the connection to City facilities, or the administration of this Agreement, except as such claims may arise from the sole negligence of the City._Provided that in the event of the concurrent negligence of the parties, the County's obligations hereunder shall apply only to the percentage of fault attributable to the County, its employees, agents or subcontractors

7.   The City agrees to defend and hold harmless the County and its employees, agents, and members, from any and all liability related to, or in connection with, the maintenance and operation of the Woodland Creek Sewer, except as such claims may arise from the sole negligence of the County. Provided that in the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its employees, agents or subcontractors.
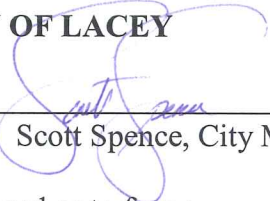
8.   This agreement creates no Joint Board and no separate legal entity.

9.   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 purposes of the agreement.

10.   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, Washington.

11.   Prior to its entry into force, this agreement shall be recorded with the Thurston County Auditor's Office or posted upon the websites of the parties as provided by RCW 39.34.040.
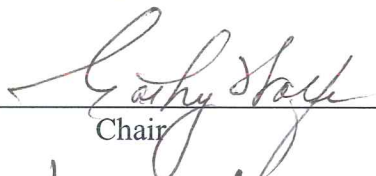
CITY OF LACEY

By_____   Date_____5 -10-12_____
     Scott Spence, City Manager

Approved as to form:

_____
Kenneth R. Ahlf, Lacey City Attorney

THURSTON COUNTY
BY ITS BOARD OF COUNTY COMMISSIONERS

_____   Date____5 -23 -12_____
     Chair

_____   Date____5 -23 -12_____
     Commissioner

_____   Date____5 -23 -12_____
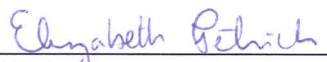   Commissioner

Approved as to form:

_____
Elizabeth Petrich
Senior Deputy Prosecuting Attorney