

**INTERLOCAL COOPERATIVE AGREEMENT
FOR SERVICES**

THIS AGREEMENT is made and entered into by and between Thurston County, a political subdivision of the State of Washington, hereinafter referred to as **County** and the Public Utility District No.1 of Thurston County, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as **PUD**, (hereinafter collectively referred to as Parties or individually as Party).

In consideration of the mutual benefits and promises herein set forth, the Parties agree as follows:

WHEREAS, This Agreement is made and entered into pursuant to **Chapter 39.34 RCW**, the Interlocal Cooperation Act, and

WHEREAS, County is the owner of two (2) water systems (hereinafter Water Systems) commonly referred to as Thurston County EOC and Tilley Maintenance Facility, described in detail in **Exhibit 1** which is attached hereto and incorporated herein, and

WHEREAS, PUD is engaged in the business of managing water systems, and

WHEREAS, PUD is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to provide the services set forth in this Agreement; and

WHEREAS, the Parties have reached an agreement wherein PUD will provide management services to County in the management of the Water Systems;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the Parties hereto agree as follows:

1. PURPOSE

County hereby engages PUD to provide the Services described in **Exhibit 2** under the terms and conditions herein set forth.

2. COMPENSATION

As compensation for the performance of the PUD services, County will pay to PUD Compensation as set forth in **Exhibit 3**. PUD will bill County monthly for the services provided during the preceding month, and County will pay the same within thirty days after receipt.

3. NATURE OF RELATIONSHIP

In the performance of its services under this Agreement, PUD will function solely as an independent contractor.

4. DURATION OF AGREEMENT

The period of performance of this Agreement shall commence on the 1st day of October, 2012 and shall continue until either party chooses to terminate this Agreement as provided in the Termination provisions in this Agreement.

5. PROPERTY AND EQUIPMENT

All property owned and maintained by County shall remain the property of County and shall not be removed or relocated without County's written consent.

6. TERMINATION

Either party may terminate this Agreement upon 90 days prior written notification to the other party. Said termination shall be effective on the 90th day following the delivery of the notice to the non-terminating party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

7. AGREEMENT, ALTERATIONS, AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind PUD and County.

8. SEVERABILITY

If any provision of this Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this agreement are declared to be severable.

9. INDEMNIFICATION AND HOLD HARMLESS

County will save and hold PUD harmless from any and all loss, damage, liability or expense (including the expense of litigation) caused by or resulting from any act or omission of the County, or any officer, agent or employee, in connection with its performance of its obligations under this Agreement.

PUD will save and hold County harmless from any and all loss, damage, liability or expense (including the expense of litigation) caused by or resulting from any act or omission of PUD, or any officer, agent or employee, in connection with its performance of its obligations under this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, as now exists or may hereafter be amended, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or

resulting from the concurrent negligence of County and PUD, or their respective officers, officials, employees, volunteers, or agents, the Parties' liability hereunder shall be only to the extent of the Parties' negligence.

The obligations of indemnification and hold harmless set forth in this Section 9 shall survive completion or termination of this Agreement.

10. INSURANCE

County, at its own expense, shall obtain and pay the premiums for a general liability policy of insurance with an insurance company authorized to write such insurance within the State of Washington. The policy will carry minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and will be written on an occurrence basis and cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. It is understood that insurance placed with Washington Counties Risk Pool, a state regulated governmental risk pool, will serve to meet this requirement. PUD shall be entitled to a copy of such policy upon request. PUD, at its own expense, shall obtain and pay the premiums for a general liability policy of insurance with an insurance company authorized to write such insurance within the State of Washington. It is understood that insurance placed with Washington Cities Insurance Authority, a self-insured risk pool, will serve to meet this requirement. The policy will carry minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and will be written on an occurrence basis and cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. County shall be entitled to a copy of such policy upon request.

11. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

12. RECORDS MAINTENANCE

County may, at reasonable times, inspect the books and records of PUD relating to the performance of this Agreement. PUD shall keep all records required by this Agreement in accordance with the Washington State Records Retention Schedule.

13. AGREEMENT, MAINTENANCE, AND COOPERATION

The work described herein shall be performed under the coordination of County's Program Manager, or designee, and PUD, or its successors, who shall provide assistance and guidance to the other party necessary for the performance of this Agreement. County

agrees to cooperate with PUD in all matters pertaining to the Water Systems and the services to be provided under this Agreement.

14. ORDER OF PREFERENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable state statutes and regulations;
- b) Statement of work, or Services, as described in Exhibit 2; and
- c) Any other provisions of the Agreement, including materials incorporated by reference.

15. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto unless incorporated by reference.

16. NONDISCRIMINATION

PUD, its assignees, delegates, or subcontractors shall comply with all federal, state and local anti-discrimination laws and policies, and shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. AGREEMENT MANAGEMENT/NOTICES

The program manager, as described and identified below, for each of the Parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement including amendment or termination of the Agreement. All notices and other communications required to be in writing shall be deemed to have been fully given if personally delivered to or mailed by United States mail, postage prepaid, Certified Mail, Return Receipt Requested to the Parties at the addresses below stated:

The program manager for County is:
Paul Replogle, Facilities Services Mgr.
Thurston County (360) 754-2974
2000 Lakeridge Dr. SW, Bldg 1, Room 035
Olympia, WA 98502-6045

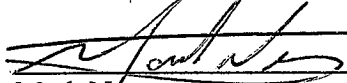
The program manager for PUD is:
Kim Gubbe,
Thurston County Public Utility Dist.
921 Lakeridge Way SW, Suite 301
Olympia, WA 98502

18. WARRANTY

County warrants to PUD that the water systems and all of the components thereof comply with all statutes, regulations, and standards established by the State of Washington, the county in which the water systems are located, the Department of Health for both the State of Washington and the county within which the systems are located, and any other municipal corporation having jurisdiction of the water systems. County guarantees and warrants to PUD that should the systems or any part thereof fail to comply with the statutes, ordinances, rules and regulations of the State of Washington, the county within which the systems are located, the Department of Health aforesaid and any other municipal government having jurisdiction, County will, at its expense, reasonably bring the systems into compliance, or will contract with PUD to bring the systems into compliance at the sole expense of County.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals.

**CENTRAL SERVICES DIRECTOR
Thurston County, Washington**



Mark Neary

date 10/11/12

PUD General Manager



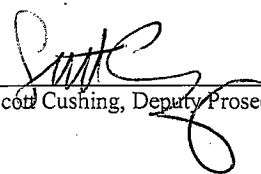
John Weidenfeller

date 10/24/12

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: 

Scott Cushing, Deputy Prosecuting Attorney

WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID: AC512.C	2. SYSTEM NAME: THURSTON COUNTY EOC	3. COUNTY: THURSTON	4. GROUP: A	5. TYPE: NTNC
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY: CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY: APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES: (How many of the following do you have?)	0	0	0
A. Full Time Single Family Residences (Occupied 180 days or more per year)	0		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS: (How many of the following do you have?)			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
27. NON-RESIDENTIAL CONNECTIONS: (How many of the following do you have?)			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	1		
28. TOTAL SERVICE CONNECTIONS			

29. FULL-TIME RESIDENTIAL POPULATION

A. How many residents are served by this system 180 or more days per _____ 0 _____

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?	30	30	30	30	30	30	30	30	30	30	30	30
B. How many days per month are they present?	30	30	30	30	30	30	30	30	30	30	30	30

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	1	1	1	1	1	1	1	1	1	1	1	1

35. Reason for Submitting WFI:

- Update - Change
 Update - No Change
 Inactivate
 Re-Activate
 Name Change
 New System
 Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



WATER FACILITIES INVENTORY (WFI) FORM

ONE FORM PER SYSTEM

Quarter: 3

Updated: 06/28/2011

Printed: 6/12/2012

WFI Printed For: On-Demand
Submission Reason: Source Update

RETURN TO: Southwest Regional Office, PO Box 47823, Olympia, WA, 98504

1. SYSTEM ID NO	2. SYSTEM NAME	3. COUNTY	4. GROUP	5. TYPE
00909-T	TILLEY MAINTENANCE FACILITY	THURSTON	A	NTNC

6. PRIMARY CONTACT NAME & MAILING ADDRESS PAUL S. ENDRES [MANAGER] 9605 TILLEY RD SW OLYMPIA, WA 98512-9142	7. OWNER NAME & MAILING ADDRESS THURSTON COUNTY ROAD MAINT DIV JACK LANE 9605 TILLEY RD SW OLYMPIA, WA 98512-9140	8. Owner Number 029489 TITLE: FIELD OPERATIONS MNGR
STREET ADDRESS IF DIFFERENT FROM ABOVE ATTN ADDRESS CITY STATE ZIP	STREET ADDRESS IF DIFFERENT FROM ATTN ADDRESS CITY STATE ZIP	

9. 24 HOUR PRIMARY CONTACT INFORMATION	10. OWNER CONTACT INFORMATION
Primary Contact Daytime Phone: (360) 786-5495	Owner Daytime Phone: (360) 786-5495
Primary Contact Mobile/Cell Phone:	Owner Mobile/Cell Phone:
Primary Contact Evening Phone: (xxx) xxx-xxxx	Owner Evening Phone: (xxx) xxx-xxxx
Fax: (360) 754-4684 E-mail: XXXXXX	Owner Fax Phone: E-mail: XXXXXX

WAC 246-290-420(9) requires that water systems provide 24-hour contact information for emergencies.

11. SATELLITE MANAGEMENT AGENCY (SMA) (check only one)
<input checked="" type="checkbox"/> Not applicable (Skip to #12)
<input type="checkbox"/> Owned and Managed SMA NAME: _____ SMA Number: _____
<input type="checkbox"/> Managed Only
<input type="checkbox"/> Owned Only

12. WATER SYSTEM CHARACTERISTICS (mark all that apply)		
<input type="checkbox"/> Agricultural	<input type="checkbox"/> Hospital/Clinic	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial / Business	<input checked="" type="checkbox"/> Industrial	<input type="checkbox"/> School
<input type="checkbox"/> Day Care	<input type="checkbox"/> Licensed Residential Facility	<input type="checkbox"/> Temporary Farm Worker
<input type="checkbox"/> Food Service/Food Permit	<input type="checkbox"/> Lodging	<input checked="" type="checkbox"/> Other (church, fire station, etc.): _____
<input type="checkbox"/> 1,000 or more person event for 2 or more days per year	<input type="checkbox"/> Recreational / RV Park	

13. WATER SYSTEM OWNERSHIP (mark only one)	14. STORAGE CAPACITY (gallons)
<input type="checkbox"/> Association <input checked="" type="checkbox"/> County <input type="checkbox"/> Investor <input type="checkbox"/> Special District	2,100
<input type="checkbox"/> City / Town <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> State	

15. Source Number	16. SOURCE NAME LIST UTILITY'S NAME FOR SOURCE AND WELL TAG ID NUMBER Example: WELL #1 XYZ456 IF SOURCE IS PURCHASED OR INTERTIED, LIST SELLER'S NAME Example: SFATTE	17. INTERTIE SYSTEM ID NUMBER	18. SOURCE CATEGORY										19. USE	21. TREATMENT				22. DEPTH	24. SOURCE LOCATION							
			WELL	WELL HEAD	WELL IN A WELL	SPRING	SPRING IN	SPRING FIELD	SEA WATER	SURFACE WATER	RANNEY/IN	OTHER		PERMANENT	SEASONAL	EMERGENCY	SOURCE METERED		NONE	CHLORINATION	FILTRATION	FLUORIDATION	OTHER (UV)	DEPTH TO FIRST OPEN INTERVAL IN FEET	CAPACITY (GALLONS PER MINUTE)	14.1/16 SECTION
S01	WELL #1 AHF055 Bldgs A, B, C & D		X											X	Y					X	62	40	SE NE	22	17N	02

WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID 00909-T	2. SYSTEM NAME TILLEY MAINTENANCE FACILITY	3. COUNTY THURSTON	4. GROUP A	5. TYPE NTNC
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES: (How many of the following do you have?)	0	0	0
A. Full Time Single Family Residences (Occupied 180 days or more per year)	0		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS: (How many of the following do you have?)			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
27. NON-RESIDENTIAL CONNECTIONS: (How many of the following do you have?)			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	3	3	5
28. TOTAL SERVICE CONNECTIONS		3	5

29. FULL-TIME RESIDENTIAL POPULATION

A. How many residents are served by this system 180 or more days per _____ 0

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?	120	120	120	120	120	120	120	120	120	120	120	120
B. How many days per month are they present?	20	20	20	20	20	20	20	20	20	20	20	20

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	1	1	1	1	1	1	1	1	1	1	1	1

35. Reason for Submitting WFI:

Update - Change
 Update - No Change
 Inactivate
 Re-Activate
 Name Change
 New System
 Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT 2

SCOPE OF SERVICES FOR GROUP A SYSTEMS

PUD will provide routine operations and maintenance for the water system necessary to maintain the system to the PUD's standards. Specific services provided for as "routine operations and maintenance" include:

1. Ensure all of the water system's daily operations and maintenance activities are completed according to acceptable public health practices and water industry standards.
2. Perform water quality monitoring, maintain adequate records and take follow-up action, in necessary, to comply with state and federal drinking water regulations. Meet public notification requirements, to be paid time and material.
3. Implement preventative maintenance programs; and inspect treatment and other system components for malfunctions; keep adequate records; and make needed repairs.
4. Analyze and review recording instrument readings and laboratory tests; determine sites and causes of any malfunctions; adjust various treatment processes or other components accordingly; and maintain a record of these.
5. On call 24/7 and available for repairs/emergency repairs, within reasonable time and after the PUD has notified the Owner that repairs are needed.
6. Prepare and file reports and other data (including water sample testing, nitrates, etc.) required by other governmental bodies.
7. Respond to informational requests.
8. Planning and Technical Assistance in developing and implementing a cross-connection control program, to be paid time and material.
9. Develop and implement a Coliforms monitoring program.
10. Identify capital improvement requirements for Owner's use in planning requirements.
11. Revise the Water System's WFI and submit to DOH.
12. Work with owners to create Small Water System Management Program, to be paid time and material.
13. Maintain housekeeping in pump house.
14. Determine and implement remedial actions in emergencies. This includes following directives DOH issues to address the situation.

The PUD reserves the right to add additional services to this list in the event such services are required to maintain the water system to the PUD's standards. Any infrastructure items costing more than \$250 will not be performed until approval has been received by Owner unless the infrastructure item is necessary to protect the immediate health and safety of the users of the water system. Approval for non-emergent infrastructure items will have been deemed received upon written confirmation delivered through US Mail, electronic mail, or fax.

Compensation

Exhibit 3

Thurston County - Tilley ID#00909 TC EOC ID #AC512

Thurston PUD for Management

Initial Set-up fee (one time charge) \$250.00
includes PUD time setting up account and getting familiar with water system

Monthly Charges

On-Call Standby fee (4 conn. X \$0.43)	\$0.43	4	\$1.72
Administrative oversight			\$140.00
System maintenance	one visit per month		\$85.60
Monthly Bacti Samples	one visit per month		\$54.23
Bacti estimated lab costs	\$25.00	2	\$50.00

Total Monthly Charge \$331.55

All other costs will be at time and materials (see below)

Time and Material fees

All materials will be charged at cost plus 20%, up to \$150, 10% for amounts over \$150

Clerical/Office	\$38.18 per hour
Service Person	\$36.15 per hour
Field Technician	\$42.80 per hour
Operations Manager	\$58.44 per hour
Financial Managemer	\$64.60 per hour
General Manager	\$71.20 per hour

Overtime will be charge at 1 1/2 times the hourly r
Holiday's will be charged at 2 1/2 times the hourly rate

Future costs

Small Water System Management Program	\$58.44 per hour
estimated 50 hours	