

**GRASS LAKE INTERCEPTOR OWNERSHIP
INTERLOCAL AGREEMENT
BETWEEN
LOTT ALLIANCE AND CITY OF OLYMPIA**

THIS AGREEMENT is made and entered into this 29th day of May 2008, by and between the LOTT ALLIANCE, herein referred to as "LOTT," and the City of Olympia, herein referred to as "the City."

WHEREAS, LOTT owns and maintains a pipeline commonly known as the "Grass Lake Interceptor" and designated in Exhibit A, attached hereto and incorporated by this reference, and

WHEREAS, the City, in partnership with LOTT and in accordance with the Upper Grass Lake Interceptor Project Interlocal Agreement dated June 14, 2005, has completed the construction of a pipeline in Cooper Point Road designated as the "Cooper Point Interceptor" in the attached Exhibit A; and

WHEREAS, the City owns and maintains the Cooper Point Interceptor, and

WHEREAS, LOTT has completed a project extending LOTT's Kaiser Road force main pipeline and constructing a gravity sewer to connect the Kaiser Road Pump Station to the Cooper Point Interceptor, and

WHEREAS, wastewater originating from LOTT facilities is no longer conveyed via the Grass Lake Interceptor; and

WHEREAS, wastewater originating from LOTT facilities is now conveyed via the Cooper Point Interceptor, and

WHEREAS, the City and LOTT desire to transfer their respective ownership and maintenance of the Cooper Point Interceptor and Grass Lake Interceptor; and

WHEREAS, the City has televised the Grass Lake Interceptor and determined it to be in acceptable condition, 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 the basis of mutual advantage; and

WHEREAS, it is necessary for the parties to enter into an agreement to set forth the terms, conditions, and requirements for the transfer of ownership and maintenance of wastewater facilities, and

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

1. LOTT shall own and maintain the Cooper Point Interceptor including manholes and all other appurtenances from where it connects to LOTT's pipeline at the intersection of Capital Mall Drive and Cooper Point Road north to the manhole in the intersection of 14th Avenue Northwest and Cooper Point Road, designated by a heavy solid blue line in the attached Exhibit A. The Cooper Point Interceptor shall include any and all easements, rights of way, permits and approvals,

licenses, franchises, and other property interests necessary or useful in the ownership or operation of the specific facility.

2. The City shall own and maintain the Grass Lake Interceptor including manholes and all other appurtenances from where it connects to LOTT's pipeline at the intersection of Capital Mall Drive and Cooper Point Road north through Yauger and Grass Lake Parks to 14th Avenue Northwest and then west approximately 395 feet to the high point in 14th Avenue Northwest, designated by a heavy dashed black and yellow line in the attached Exhibit A. The Grass Lake Interceptor shall include any and all easements, rights of way, permits and approvals, licenses, franchises, and other property interests necessary or useful in the ownership or operation of the specific facility.
3. The City and LOTT shall allow the other reasonable use of the pipelines consistent with the historical use of each without any charge or rent whatsoever provided such use does not interfere with the primary use of each pipeline by its owner;
4. LOTT shall notify the City of any discharge to the Grass Lake Interceptor prior to discharge for scheduled use and as soon as reasonably possible during emergency use of the outfall pipeline;
5. The City shall have the option to add additional wastewater flow to the Cooper Point Interceptor, provided it can demonstrate to LOTT's satisfaction that the additional flow will not have an adverse effect on the ability of LOTT to use the pipeline consistent with LOTT's primary use;
6. Each party shall defend and indemnify the other for any injuries or damages arising out of the use of the other entity's pipeline to the extent caused by the indemnifying party. As a condition of indemnification, the party to be indemnified must present satisfactory proof of the absence of insurance coverage for the facts from which the request for indemnification arises. If partial insurance coverage is available, the indemnifying party will only be obligated to the extent coverage is not available;
7. No separate legal entity is created by this agreement. No joint organization whatsoever is created. No common budget is to be established. No personal or real property is to be jointly acquired or held;
8. All notices with regard to this agreement shall be sent in addition to any other legal requirement to "agreement administrators" as follows:

City of Olympia

Public Works Director

Re: Grass Lake Interceptor Ownership Agreement with LOTT

PO Box 1967

Olympia, WA 98507

LOTT
Brian Topolski, Engineering Manager
Re: Grass Lake Interceptor Ownership Agreement with Olympia
111 Market Street NE, Ste. 250
Olympia, WA 98501

In Mr. Topolski's absence, notice should be sent to Dennis O'Connell, Project Coordinator, LOTT Alliance.

9. In the event of a dispute arising out of this Agreement, the following process shall take place:
- A. The respective staff of each party shall meet and confer to reach a resolution of the dispute, subject to approval by each party's executive or governing body as needed;
 - B. If staff shall fail to resolve the dispute, it shall be referred to the LOTT Technical Sub-Committee for resolution, subject to approval by each party's executive or governing body as needed;
 - C. If the Technical Sub-Committee shall fail to resolve the dispute, the respective chief executives of each party shall meet and confer to attempt a resolution, subject to each party's governing body approval as needed;
 - D. If the respective chief executives of each party shall fail to reach resolution of the dispute, they will bring the dispute to their respective governing entities, along with recommendations.

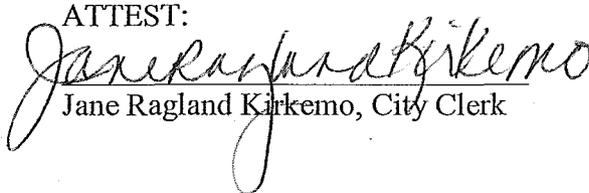
DATED this 29th day of May, 2008.

CITY OF OLYMPIA



Doug Mah, Mayor

ATTEST:



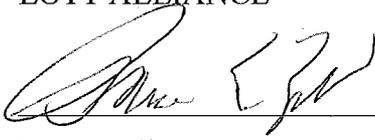
Jane Ragland Kirkemo, City Clerk

APPROVED AS TO FORM:



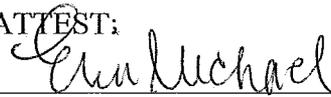
Darren Nienaber, Deputy City Attorney

LOTT ALLIANCE



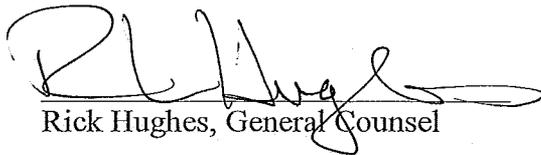
Bruce Zeller
Its: Board Vice-President

ATTEST:



Erin Michael, Secretary

APPROVED AS TO FORM:



Rick Hughes, General Counsel