

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE LOTT ALLIANCE  
AND THE CITIES OF LACEY, OLYMPIA AND TUMWATER AND  
THURSTON COUNTY REGARDING JOINT WASTEWATER FLOW REDUCTION  
AND WATER CONSERVATION PROJECTS**

**WATER CONSERVATION COORDINATION PROGRAM  
2007 THROUGH 2012**

1 3 3 2 8

This AGREEMENT is made and entered into by and between the LOTT Alliance (LOTT) and the Cities of Lacey, Olympia and Tumwater (the Cities) and Thurston County (County). LOTT, the Cities and the County are also jointly referred to as "the Parties". This AGREEMENT sets out the mission, objectives, and program elements of the Water Conservation Coordination Program (Program) beginning on January 1, 2007 and concluding on December 31, 2012.

WHEREAS, the LOTT Technical Sub-committee (TSC) will provide oversight for the Program and make recommendations to the LOTT Board of Directors. The TSC consists of Public Works Directors from the three Cities, the Director of Thurston County Water and Waste Management Department, the LOTT Executive Director, the LOTT Facilities Manager and the LOTT Engineering Manager; and

WHEREAS, the Water Conservation Coordinating Committee (WC3) will be responsible for developing, managing and implementing the Water Conservation Coordination Plan (Plan). The WC3 consists of technical staff from LOTT and each of the Cities; 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 Program.

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, thereby delaying the need to develop additional wastewater treatment capacity, through implementation of the Plan. The Plan establishes a wastewater flow reduction goal of 530,000 gallons per day by 2012.

## **2. OBJECTIVES:**

The objectives for the Plan include:

- Continue interlocal coordination efforts to achieve cost-effective wastewater flow reduction and water conservation savings from LOTT wastewater customers;
- Provide wastewater flow reduction opportunities for single-family customers, multi-family customers and industrial/commercial/institutional customers;
- Continue existing conservation programming, such as distribution of indoor water saving kits, rebates for water-efficient washing machines and incentives for retrofit of industrial/commercial/institutional customers, so long as each is cost-effective;
- Expand program delivery methods to increase awareness and participation in water conservation programs and behaviors;
- Utilize the cost of an additional gallon of treatment capacity (revised annually) as the threshold for determining cost-effectiveness of potential program elements;
- Research potential program elements as identified in the Plan and adjust program offerings as needed to include additional cost-effective measures;
- Respond to advances in water-saving technology and regulatory requirements, such as the State Department of Health Water Use Efficiency Rule, and adjust program elements as needed;
- Gather quantitative data regarding savings related to program elements to measure program success and guide future efforts; and
- Evaluate the effectiveness of program elements and adjust incentives and program elements as necessary to reach wastewater reduction goal.

## **3. PROGRAM ELEMENTS:**

The Plan guides the implementation of the Program. The Plan is being updated and enhanced for the planning period of January 1, 2007 through December 31, 2012, which corresponds to the term of this AGREEMENT. Activities to be implemented as part of the Program fall under the elements listed below:

- Public Information and Education
- Program Marketing
- Data Gathering and Analysis
- Industrial/Commercial/Institutional Water Saving Measures
- Single-Family Residential Water Saving Measures
- Multi-Family Residential Water Saving Measures
- Program Administration
- Special Project Implementation

#### **4. ANNUAL WORK PLAN AND BUDGET**

The Parties recognize that all elements of the approved Plan cannot be implemented simultaneously due to budget and staffing issues, and they recognize that new water saving technologies and approaches not included in the approved Plan may be identified during the term of this AGREEMENT. Accordingly, an annual Work Plan and Budget shall be developed for each year of the term of this AGREEMENT pursuant to the process set forth below.

##### **4.1 Process**

1. By July of each calendar year, the WC3 will prepare a draft Work Plan and proposed Budget detailing planned activities for each Program Element listed above.
2. The draft Work Plan and Budget will be routed to the TSC for consideration. The TSC will review and revise the draft Work Plan and Budget to ensure that it is consistent with overall program objectives and staffing resources.
3. The final draft Work Plan, approved by the TSC, will be forwarded to the LOTT Board of Directors for consideration as an element of the annual LOTT budget process for the upcoming year. LOTT staff and ultimately, the LOTT Board of Directors, may request revision of the Work Plan and associated Budget as necessary, prior to final approval.

#### **5. RESPONSIBILITIES**

##### **5.1 LOTT**

Staff members of the LOTT Alliance will be responsible for the following duties in a given year, provided that the LOTT budget allocation allows:

- 1) Facilitate interlocal coordination and implementation of the annual Work Plan;
- 2) Plan for and manage data for the LOTT system and Program evaluation;

- 3) Provide annual data summary to WC3 for program planning;
- 4) Coordinate with the three cities to complete public information and education and marketing program elements;
- 5) Administer contracts and grants associated with program implementation;
- 6) Manage the Program budget ;
- 7) Provide technical support for program development, implementation and evaluation.

## **5.2 The Cities**

The Cities agree to make a good faith effort to participate at the staffing levels necessary to implement the annual Work Plan and the overall Program, as permitted by the adoption and approval of each City's annual budget.

The Cities will, to the extent that is feasible given each agency's staffing and budgetary resources:

- 1) Participate in interlocal coordination meetings of the WC3;
- 2) Participate in development of the annual Work Plan and Budget;
- 3) Support program implementation, through activities such as direct customer outreach, distribution of incentive materials and water saving equipment, and collection of program related data;
- 4) Provide water use data as needed for program evaluation and planning;
- 5) Provide feedback and evaluation where needed to adjust program elements and meet overall wastewater reduction goals.

## **5.3 The County**

This AGREEMENT acknowledges that the County currently does not have water utility customers that receive LOTT sewer service, and therefore, is not currently an active participant in development and implementation of the Program. In the event that the County develops a water utility customer base with LOTT sewer service, the County may become active in the Program. At such time, County roles and responsibilities will be the same as those listed above for the Cities.

**6. 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, 2012.

**7. 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 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, LOTT may terminate this AGREEMENT. Termination under this paragraph shall be effective upon the date specified in the LOTT's written notice of termination.

**8. RECORDING**

LOTT will be responsible for recording this AGREEMENT with the Thurston County Auditor.

Executed this 11<sup>th</sup> day of October, 2006.

**\*\*\* Signatures on the Following Page \*\*\***

CITY OF OLYMPIA

By: Mark Hunter

ATTEST:

Jane Kerkendek Kemmo  
City Clerk

APPROVED AS TO FORM:

Thomas Clifford  
City Attorney

CITY OF LACEY

By: Myra R. Clavner

ATTEST:

Carol Little  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

CITY OF TUMWATER

By: Ralph Good

ATTEST:

Sheryl Wyatt  
CITY CLERK

APPROVED AS TO FORM:

Walter Chabun  
Attorney for the City of Tumwater

BOARD OF COUNTY COMMISSIONERS

Thurston County, Washington

Bob MacLeod  
Commission Chair

Cathy Wolfe  
Commissioner

Excused Absence  
Commissioner

ATTEST:

LaBonita J. Bowmer  
Clerk of the Board

APPROVED AS TO FORM:

EDWARD G. HOLM  
PROSECUTING ATTORNEY

By: Elizabeth Petid  
Deputy Prosecuting Attorney

LOTT ALLIANCE

By: [Signature]

ATTEST:

[Signature]  
Howard Weisberg, Secretary

APPROVED AS TO FORM:

Rick Hughes  
Rick Hughes, General Counsel