

**ASOTIN COUNTY - RIDGEVIEW DRAINAGE MITIGATION PROJECT  
STORMWATER POND/PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY  
INTERLOCAL AGREEMENT**

THIS AGREEMENT entered into as of the 25<sup>th</sup> day of July, 2016, by and between PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY, a Washington Municipal Corporation, hereinafter referred to as "PUD", and the COUNTY OF ASOTIN, a Washington Municipal Corporation, hereinafter referred to as "COUNTY".

WHEREAS, RCW 39.34.030 authorizes the COUNTY and PUD to enter into interlocal agreements to exercise powers, privileges or authority jointly with any public agency of this or any other state;

WHEREAS, the parties desire to do so;

WHEREAS, the PUD owns real property in Block GG-1 and Block G-2 of Clarkston Heights according to the plat recorded in Book C of Plats, Page 18, and Block 4 of Ridgeview Addition, also in Asotin County;

WHEREAS, the COUNTY has a project entitled "Ridgeview Drainage Mitigation Stormwater Pond Project";

WHEREAS, the COUNTY desires to use/lease for a period of years certain of the real property and more particularly described later;

The parties hereto mutually agree as follows:

**1. Purpose:**

The purpose of this Interlocal Agreement is for the COUNTY to lease from the PUD (for the PUD to license to the COUNTY) the use of certain real property for a stormwater mitigation project. This agreement does not establish a separate legal entity, and the agreement will be administered by the General Manager of the PUD and the Public Works Director of the COUNTY. The parties do not contemplate the purchase of any equipment or other property to execute this agreement. In the event property of a personal nature is purchased, it will be purchased in accordance with Washington bid law and if disposed of, the proceeds of any shall be divided in the same proportion as the parties contribute to the purchase.

**2. Scope of Agreement:**

Subject to the terms and conditions hereinafter set forth, the PUD agrees to allow the use of that real property described in Exhibit "A" for the constructions of the drainage project, as depicted in Exhibit "B" and Exhibit "C," and providing access therefor in accordance with Exhibit "D" intended as a non-exclusive use for ingress and egress. The parties agree, subject to the terms and conditions as set forth herein, the real property and access use by the COUNTY are for the purposes of the County's Stormwater Drainage Mitigation Project.

**3. Payment:**

The parties agree the cost of use of the real property, i.e. lease amount, shall be the sum of \$5,000.00 upon execution. Further, in payment for this lease and non-exclusive easement set forth in Exhibit "B", that the COUNTY shall maintain that land described in Exhibit "B", and spray for weeds and noxious weeds within 100 feet on either side of the road during the term of this agreement.

**4. Mitigation Stormwater Pond:**

- A. The PUD agrees to allow construction of the Stormwater Pond on the real property described in Exhibit "A". That at this point the PUD has seen, agrees to and approves the Ridgeview Drainage Stormwater Pond pursuant to rough drawings set out in Exhibit "C". Construction of the pond shall be done in a manner deemed the best practice by the Department of Ecology or the Stormwater permit issued to the COUNTY. Plans and specifications for the modification, not only herein, but hereafter, shall be submitted to the PUD for review and approval, which approval shall not be unreasonably withheld.
- B. The COUNTY shall, after construction, maintain and operate the Ridgeview Drainage Mitigation Stormwater Pond in a condition equal to or better than normally accepted stormwater system maintenance standards.
- C. At the time of completion the COUNTY shall deliver to the General Manager of the PUD copies of all records, as-built plans, specifications, etc., dealing with said pond.

**5. Ownership:**

The parties agree that ownership of the real property will not change. The PUD shall retain all interest to said real property. The COUNTY shall have the right for the term of this agreement to use, locate, maintain and repair said Mitigation Stormwater Pond. The COUNTY also has the right non-exclusively with the PUD to access the pond as set forth in Exhibit "D".

**6. Dispute Resolution:**

Any disputes that arise will be discussed between the COUNTY's Public Works Director and the General Manager for the PUD. If resolution cannot be reached, the parties will seek mediation with the Whitman County Superior Court Judge or his designee or if agreed, binding arbitration. Only the Board of County Commissioners and the Board of PUD Commissioners can agree to binding arbitration. Either party may seek resolution in the courts of Garfield County instead of mediation or binding arbitration. This Contract shall be enforced and interpreted in accordance with the laws of the United States and the State of Washington. The prevailing party in any dispute, which proceeds to judgment in Superior Court, shall be entitled to reasonable attorney fees and costs.

**7. Termination:**

- A. This Agreement shall be effective for a period of twenty-five (25) years. This Agreement may be terminated by one (1) year written notice from either party to the other after the twenty-five (25) year period.
- B. At the termination of this Agreement the COUNTY will restore said leased property to specifications of the PUD bringing it to or about to its current level as of the date of this Agreement.

**8. Amendment:**

This Agreement may be amended at any time upon mutual written agreement of the parties, as evidenced by resolutions passed by their respective governing board or council. Notice of request for amendment shall be given by mail to the official mailing address of each party and the other party has thirty (30) days to respond. If agreement cannot be reached by the end of one-hundred twenty (120) days, the parties will utilize mediation before any court action is taken. The parties may agree on one mediator. If agreement cannot be reached as to a mediator in sixty (60) days, each party will name a mediator within thirty (30) days and those two will choose a third party to act as a mediation board.

**9. Exhibits:**

Exhibits "A" through "D" referred to in the Agreement are attached hereto and incorporated herein as though fully set forth at each reference.

**10. Insurance and Liability:**

The COUNTY from and after the date of this Agreement agrees to hold harmless and indemnify PUD and its Board of Commissioners, its predecessors and successors,

individually and collectively, against any damage to the facilities, economic loss, environmental remediation or claims by third parties for personal injury, death or damage arising from its use and operation of the “leased premises”, Exhibit “A” and the Ridgeview Drainage Mitigation Project. The COUNTY agrees to furnish a Certificate of Insurance in accordance with the terms hereof to the PUD.

**11. Notices and Communications:**

Any notice or communication to be given by the COUNTY to the PUD under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Public Utility District No. 1 of Asotin County  
PO Box 605  
Clarkston, WA 99403

Attention: Tim Simpson, General Manager

Any notice or communication to be given by the PUD to the COUNTY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Asotin County  
PO Box 250  
Asotin, WA 99402

Attention: Dustin Johnson, Public Works Director

The name and address to which notices and communications shall be directed may be changed from time to time, by either the COUNTY or the PUD giving notice thereof to the other as herein provided.

**12. Entire Agreement:**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties and contains all of the covenants and agreements between them. Each party acknowledges that no representation, inducement, warranty, promise or agreement, orally or otherwise, has been made by either party, or anyone acting on behalf of any party, which is not embodied herein. Any modification of or amendment to this agreement shall be effective only if it is in writing and signed by the parties.



**13. Assignments:**

No part of this agreement or any rights, duties, or obligations described herein shall be assigned or delegated to another without the express written consent of both parties hereto.

**14. Mutual Cooperation:**

The PUD and COUNTY recognize that to realize the full benefits that are contemplated by the understandings and undertakings memorialized in this agreement it will be necessary for both parties to cooperate with each other in good faith, looking to the public interest and purposes to be achieved by the efficient performance of this agreement. They therefore agree to cooperate unselfishly in order to realize the greatest good for the public they serve.

**15. Severability:**

In the event that any portion of this agreement is determined by a final order of a court of competent jurisdiction to be invalid, void or unenforceable, such determination shall not affect the validity of the remaining provisions hereof.

25 IN WITNESS WHEREOF, the parties have caused this agreement to be executed this day of July, 2016.

ASOTIN COUNTY



Brian Shinn, Chair,  
Board of County Commissioners

**Absent**

\_\_\_\_\_  
Jim Fuller, Commissioner



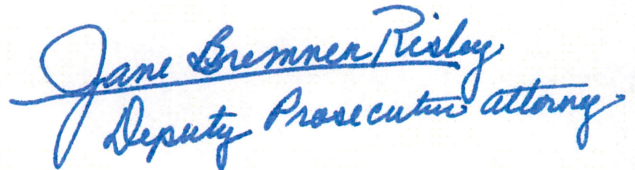
Jim Jeffords, Commissioner

PUD NO. 1 OF ASOTIN COUNTY



Tim Simpson, General Manager

*Approved as to Form:*



Jane Bremner Piley  
Deputy Prosecution Attorney

Dated July 25, 2014

Attest for Asotin County

Vivian Bly  
Vivian Bly, Clerk of the Board

Dated \_\_\_\_\_

Approved as to Form:

Benjamin C. Nichols, WSBA #23006  
Prosecuting Attorney

by:

Jane Bremner Risley  
Jane Bremner Risley, WSBA #20791  
Chief Deputy

528 Bryden Avenue  
Lewiston, ID 83501  
(208) 798-5422 Office  
(208) 798-5422 Fax

March 7, 2016

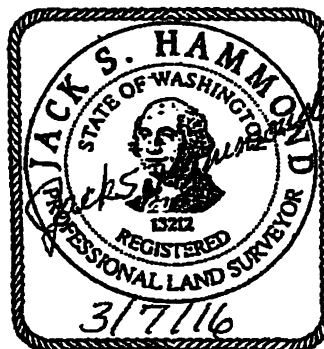
**Asotin County - Ridgeview Drainage Mitigation Project  
Stormwater Pond Parcel Description**

A portion of an unplatted strip of land between Block G-2 of CLARKSTON HEIGHTS according to the plat recorded in Book C of Plats, page 18, and Block Four of RIDGEVIEW ADDITION, both in Asotin County, WA, more particularly described as follows:

Commencing at the SW corner of Lot 1, Block G-2, said point being the intersection of the centerlines of 4th Avenue and Reservoir Road; thence N46°10'E 137.5 feet along the southeasterly line of said Lot 1; thence N35°10'E 313.4 feet continuing along the southeasterly line of said Lot 1 to the TRUE POINT OF BEGINNING:

thence N 21°28' E 179.3 feet along said southeasterly Lot line;  
thence N 12°02' E 115.0 feet along said southeasterly Lot line;  
thence N 13°52' W 100.0 feet along the northeasterly line of said Lot 1;  
thence S 75°48'43" E 190.51 feet to the NW corner of Lot 32, Block 4 of RIDGEVIEW ADDITION;  
thence S 1°00'W 133.25 feet along the westerly lines of Lots 32 and 33;  
thence S 24°15' E 202.20 feet along the southwesterly lines of Lots 33, 34 and 35;  
thence S 10°52' W 98.65 feet along the northwesterly lines of Lots 35 and 36;  
thence N 59°31' W 100.00 feet;  
thence N 41°32' W 121.0 feet;  
thence S 86°15' W 100.0 feet;  
thence S 42°45'30' W 68.13 feet to the TRUE POINT OF BEGINNING.

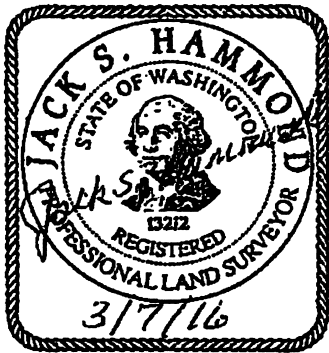
This Parcel contains 1.71 Acres, more or less.





# EXHIBIT B

BLOCK G-2  
LOT 1



TPOB

PUBLIC UTILITY  
DISTRICT NO. 1

PUBLIC UTILITY  
DISTRICT NO. 1

1.71 Acres

BLOCK FOUR OF  
RIDGEVIEW ADDITION

BLOCK G-1-1  
LOT 8

Ext'g Drainage Easement

4th Ave



HAMMOND ENGINEERING & DEVELOPMENT CO.  
522 BRYDEN AVENUE LEWISTON, IDAHO 83501  
(208) 796-6422

## RIDGEVIEW DRAINAGE MITIGATION STORMWATER POND PARCEL ASOTIN COUNTY

SCALE 1"=100'	SHEET SIZE A
DRAWN BY MEE	CHECKED BY JSH
DATE 3-07-16	JOB # 1505
SHEET 1	
DRAWING #	



# EXHIBIT C

BLOCK G-2  
LOT 1



TPOB

PUBLIC UTILITY  
DISTRICT NO. 1

PUBLIC UTILITY  
DISTRICT NO. 1

1.71 Acres

BLOCK FOUR OF  
RIDGEVIEW ADDITION

Ext'g Drainage Easement

BLOCK G-1-1  
LOT 8

4th Ave



HAMMOND ENGINEERING & DEVELOPMENT CO.  
538 BRYDEN AVENUE LEWISTON, IDAHO 83501  
(208) 786-5422

## RIDGEVIEW DRAINAGE MITIGATION STORMWATER POND PARCEL ASOTIN COUNTY

SCALE 1"=100'	SHEET SIZE A
DRAWN BY MEE	CHECKED BY JSH
DATE 3-07-16	JOB # 1505
SHEET 1	
DRAWING #	



## ACCESS EASEMENT


KNOW ALL MEN BY THESE PRESENTS, THE GRANTOR, Public Utility District No. 1 of Asotin County, for consideration of an access easement, hereby grants to the GRANTEE, Asotin County, Washington, a municipal corporation, a permanent 30 foot access easement over, under, upon and across the GRANTORS land, located in Section 29 & 32 of Township 11 North, Range 46 East, W. M., Asotin County, Washington, more particularly described as follows:

Beginning at the center monument of Ridgeview Court and running N23°55'45"W a distance of 1926.13 feet; said point being on the centerline of an existing gravel access road said point being the **"TRUE POINT OF BEGINNING"**;

Thence S25°59'14"W a distance of 86.65 feet along said gravel access road centerline; Thence S37°16'07"W a distance of 66.92 feet; Thence S26°17'54"W a distance of 168.10 feet; Thence S30°18'08"W a distance of 204.31 feet; Thence S42°00'37"W a distance of 60.35 feet; Thence S56°39'18"W a distance of 55.07 feet; Thence S72°52'22"W a distance of 62.81 feet; Thence S56°06'28"W a distance of 48.79 feet; Thence S59°14'25"W a distance of 150.16 feet; Thence S68°47'52"W a distance of 102.30 feet; Thence S79°55'50"W a distance of 57.04 feet; Thence N83°47'07"W a distance of 93.78 feet; Thence S78°10'13"W a distance of 33.61 feet; Thence S52°53'46"W a distance of 36.84 feet; Thence S25°50'02"W a distance of 42.22 feet; Thence S05°33'48"W a distance of 49.74 feet; Thence S03°03'35"E a distance of 36.60 feet; Thence S05°58'27"E a distance of 192.81 feet; Thence S01°47'29"W a distance of 56.36 feet; Thence S19°27'17"W a distance of 38.08 feet; Thence S70°21'39"W a distance of 20.95 feet; to a point, said point being the terminus of said easement.

This Easement shall run with the land, and no modification hereof shall be made without the express written consent of Asotin County. Property owner will be notified of any maintenance activities that occur within the easement area.

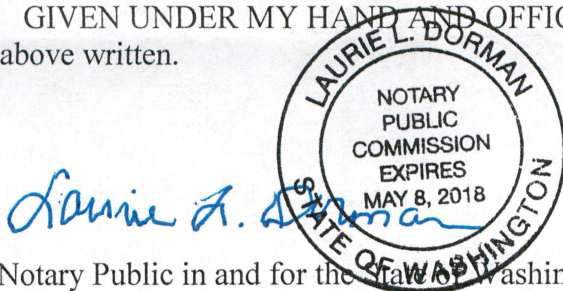
DATED this 12<sup>th</sup> day of July, 20 16.

  
Tim Simpson, General Manager  
Public Utility District No. 1 of Asotin County

STATE OF WASHINGTON )  
 ) ss.  
County of Asotin )

On this 12<sup>th</sup> day of July, 2016, before me personally appeared Tim Simpson, General Manager of the Public Utility District No. 1 of Asotin County to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Notary Public in and for the State of Washington, residing at Lewiston, ID. My Commission expires: 5/8/2018

# EXHIBIT D



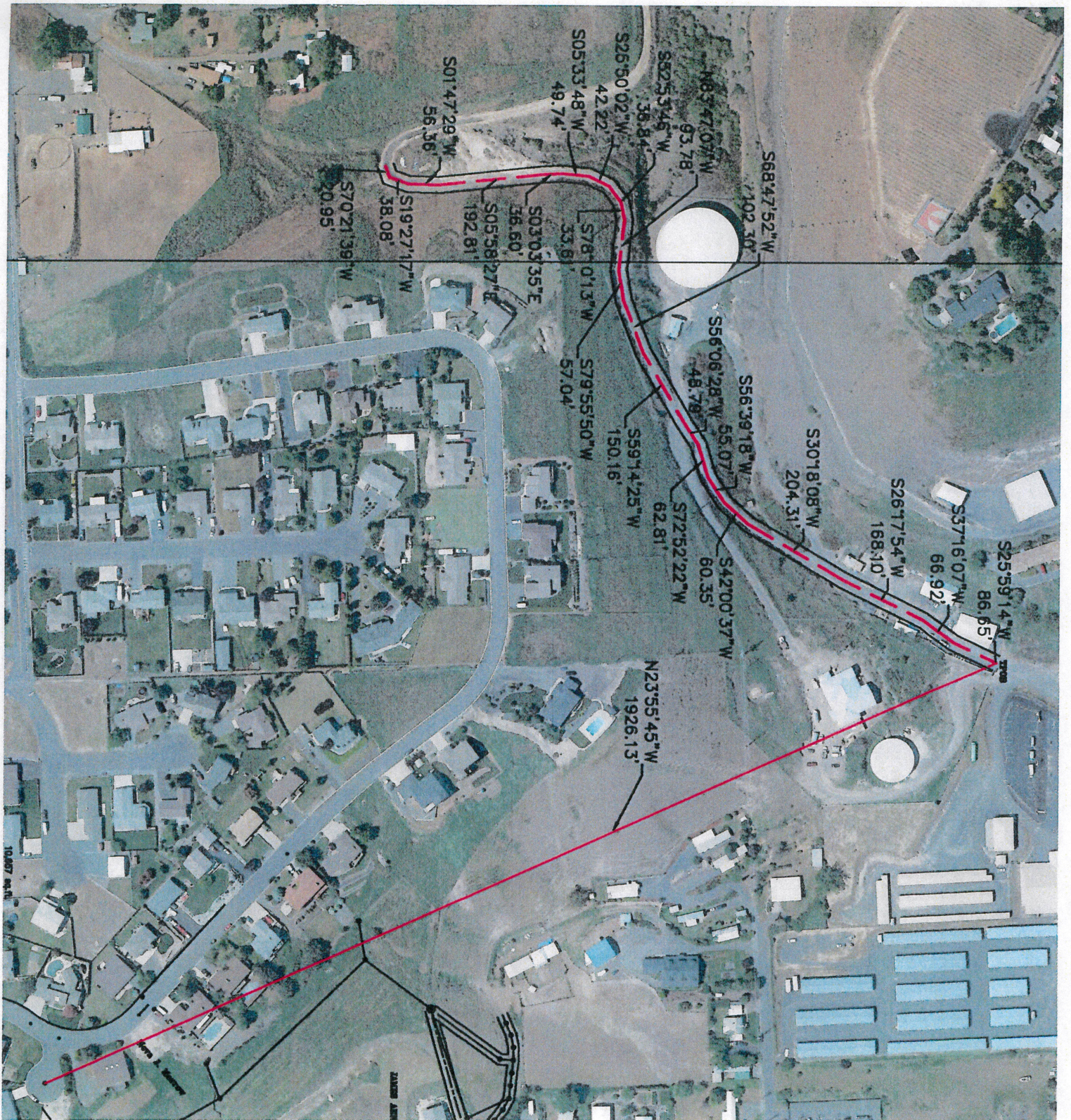


EXHIBIT D