

WATER DRAINAGE LINE USAGE INTERLOCAL AGREEMENT

This Agreement entered into as of the 14 day of SEPTEMBER, 2015, by and between PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY, a Washington Municipal Corporation (hereinafter referred to as "PUD"), and COUNTY OF ASOTIN, a Washington Municipal Corporation (hereinafter referred to as "County").

WHEREAS the PUD owns a water drainage line beginning from its property located at 1500 16th Avenue and extending through Pound Lane, 13th Street, 18th Avenue and Walk Lane and ending at a location east of Highway 129 as shown in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS the County and their Regional Stormwater Program wishes to utilize the water drainage line for the purposes of bringing stormwater drains to connect to the water drainage line beginning at Manhole No. 14 on 18th Avenue going northeast/east to Manhole No. 7 and daylighting at or near this location as shown in Exhibit "B" attached hereto and incorporated herein by reference;

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

WITNESSETH:

The parties hereto do mutually agree as follows:

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PUD #1 OF
ASOTIN COUNTY

1. Purpose:

The purpose of this interlocal agreement is for the County to use a pipeline owned by the PUD to transport stormwater away from urbanized areas and to disperse it prior to outfall as mandated by the Clean Water Act. This agreement does not establish a separate legal entity, and the agreement will be administered by the General Manager of the Public Utility District and the Public Works Director of the County. The parties do not contemplate purchase of any equipment or other property to execute this agreement. In the event property is purchased, it will be purchased according to Washington bid law and if disposed of, the proceeds, if any will be divided in the same proportion as the parties contributed to the purchase.

2. Scope of Agreement:

Subject to the terms and conditions hereinafter set forth, the PUD agrees to allow the use of its water drainage line by the County for the purpose of stormwater drainage as shown in Exhibit "B".

3. Payment

The parties agree the cost of the use of the PUD line by the County for stormwater dispersion will be the stormwater fee the PUD would pay to the County. The PUD will pay their stormwater fee, and the county will pay the yearly amount paid to the PUD one year from the date of all parties signing this agreement.

4. Drainage Line Modification:

The PUD agrees to allow the connection of County stormwater drains to the water drainage line and allow for the modification of the water drainage line between Manhole No. 8 and No. 7 for the purpose of daylighting the line to provide for dispersion of stormwater in a settling pond, drainage ditch or other dispersal method deemed a Best Practice by the Department of Ecology or the stormwater permit issued to the County. Plans and specifications for the modification of the water drainage line, as described here, shall be submitted to the PUD for review and approval.

5. Ownership:

The parties agree that ownership of the pipe will not change. The PUD will retain all interest and rights to the pipe. The County will have the right to connect storm drains to the pipe at locations set forth in exhibit B, use the pipe to drain away collected stormwater, and daylight the pipe at the site designated on Exhibit B for dispersion of the stormwater into a settling pond, drainage ditch or other dispersal method deemed a Best Practice by the Department of Ecology or the stormwater permit issued to the County. The County also has the right to access the pipe to remove sediment and take any other measures necessary to maintain the pipes ability to collect and disperse stormwater.

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 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:

This Agreement shall be effective for a period of twenty five (25) years.

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 days to respond. If agreement cannot be reached by the end of 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 60 days, each party will name a mediator within 30 days and those two will choose a third party to act as a mediation board.

9. Exhibits:

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

10. PUD Use of Line.

The original use of the line by the PUD was for draining water tanks. In the event the PUD needs to use the pipe for its own use, PUD will give the County ten (10) working days' notice to facilitate emptying the water tank with cleaning the stormwater sediment from the pipe. In the event of an emergency, the County will be notified as soon as practical.

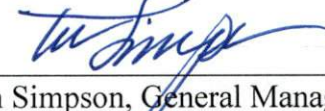
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 14 day of September, 2015.

ASOTIN COUNTY

PUD NO. 1 of ASOTIN COUNTY



Jim Jeffords, Chair,
Board of County Commissioners



Tim Simpson, General Manager

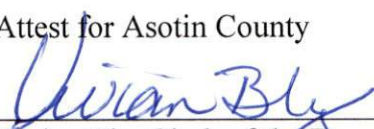
Absent

Brian Shinn, Commissioner



Jim Fuller, Commissioner

Dated September 14, 2015

Attest for Asotin County


Vivian Bly, Clerk of the Board

Dated September 14, 2015

Approved as to Form:

Benjamin C. Nichols, WSBA# 23006
Prosecuting Attorney

by:


Jane Bremner Risley, WSBA# 10791
Chief Deputy