

414-17-001

INTERAGENCY GOVERNMENTAL AGREEMENT

THIS AGREEMENT is made between Clallam County, hereafter "County" and the State of Washington, Department of Corrections, hereafter "DOC."

The Agreement is made in light of the following:

- I. The DOC treats all sewage wastes generated at the Clallam Bay Correctional Center at a treatment facility constructed and operated by DOC.
- II. The DOC does not desire to construct a marine outfall for its sewage treatment facility.
- III. The County owns, operates and maintains a sewerage treatment facility commonly known as the Clallam Bay-Sekiu Sewer District, pursuant to RCW 36.94. et. seq.
- IV. The DOC has requested the use of a portion of the capacity of the Sekiu wastewater treatment plant outfall.
- V. Currently, the Sekiu wastewater treatment plant outfall has capacity in excess of the hydraulic capacity of the district plant.

THEREFORE, in consideration of the above facts, the undertaking hereafter set forth and the mutual benefits to be derived therefrom, it is hereby agreed as follows:

- 1) The County shall provide DOC with a daily outfall capacity not to exceed 350,000 gallons per day.
- 2) The County shall not be liable for any DOC costs associated with a failure of the outfall. A "failure" shall include, but not be limited to, any interruption in outfall availability attributable to physical, social or legal causes.
- 3) DOC will obtain and maintain independent discharge permits required by local and federal law for its waste discharged through the Sekiu outfall and shall provide evidence thereof to the County prior to the commencement of discharging waste.
- 4) DOC shall obtain and maintain all permits necessary for the connection to and use of the Sekiu outfall line and shall provide evidence thereof to the County prior to the commencement of discharging waste.
- 5) DOC shall, at the request of the County, and with seven (7) days written notice, terminate sewage flows for maintenance and repair of the outfall.
- 6) DOC shall maintain the automatic flow measuring and recording station, sampling station and connection weir box at or near the Sekiu treatment plant site. Any changes proposed to the design and construction of this facility shall be approved by the County. Flows

shall be monitored by DOC personnel and a record of these will be furnished to the County on the 45th day after the last party executes this Agreement and then monthly thereafter.

7) Financial Considerations:

- a) For the right to use the Sekiu outfall to the capacity listed in (1) above, DOC has paid to the county a one-time capital contribution fee of \$100,000.
- b) In the event of damage to the outfall, not covered by third party liability insurance, or for major repairs such as the replacement of the cathodic protection system, repair costs shall be shared pro rata by the County and DOC based on the ratio of the County's and DOC's flows during the six calendar months preceding the damage. The County will notify DOC of the estimated cost of major repairs one fiscal year prior to the repair being effected.
- c) In addition to the capital contribution fee required by paragraph 7a the DOC will pay a monthly charge for maintenance and operating costs which shall be computed as follows:
 - i. Total Monthly Flow from DOC x \$0.00065
 - ii. Equals the monthly charge for maintenance and operating costs.
 - iii. Total Monthly Flow shall be computed over the previous 30-day period.
 - iv. \$0.00065 represents the cost per gallon deemed equivalent to the cost of effluent discharge
 - v. The cost per gallon shall be increased by 3% per year
- d) The monthly charge for maintenance and operating costs shall be billed by the County each month and DOC shall pay said billing on or before the 15th day of the month following.

8) Re-negotiation:

- a) The DOC capital contribution fee shown in paragraph 7a above shall be the total required capital contribution for the life of the existing outfall except as provided herein.

In the event it becomes necessary to replace or modify the existing Sekiu outfall - which is the subject of this Agreement with a new outfall, the parties to this Agreement will negotiate a new Agreement relative to the construction and use of the new outfall, including any/all costs necessary to compensate any landowner

wherein the existing outfall is located for the use of real property for outfall purposes. Such new agreement will contain a provision that the costs of construction or compensation for the use of the outfall shall be borne in ratio of the flows for DOC and the County during the latest twelve (12) month period of use of said outfall.

b) Excessive Effluent Flow

If the daily effluent quantity from the DOC facility exceeds 350,000 gallons per day, then the parties shall negotiate in good faith and shall agree upon and execute a modified or new agreement. During those negotiations the current version of this Agreement (as may hereafter be amended) shall remain in effect.

9) DOC shall defend, indemnify and hold the County harmless from and against any and all claims, demands, actions, fines, liabilities, suits, costs and reasonable expenses of any kind or nature including attorney fees or by anyone whomsoever, due to or arising from DOC's use or right to use the outfall or from the DOC's failure to perform according to the terms of this Agreement.

10) In the event of a breach of any of the terms of this Agreement, written notice may be given by the non-breaching party to the breaching party. If the condition or event causing the breach is not cured by the breaching party within thirty (30) days of the date of the written notice of the breach, then this Agreement shall terminate. Failure to act on a breach of this Agreement shall not be construed as a waiver of ability to act upon a subsequent breach.

12) The County Public Works Director or County Engineer is deemed to be the administrator of this project pursuant to RCW 39.34 et. seq.

13) The term of this agreement shall commence on the date it is signed by both parties hereto and extend through December 31, 2022. Prior to that termination date the parties shall negotiate and agree in a writing executed by their respective authorized signatories to the rate schedule(s) that will apply after the termination date listed here. The term date is set to revisit rate schedules.

14) The DOC warrants that it has full authority to bind the property with the covenants and conditions contained in this agreement on behalf of the State of Washington

15) The Clallam Bay Correctional Facility shall be the only property provided with service pursuant to this agreement.

16) The property subject to this agreement shall be subject to liens, penalties and interest for nonpayment of sewer charges to the same extent as any other property served by the County.

17) The DOC and its successors in interest shall not object to the formation of any local improvement district or local utility district, the area of which may include the property subject to this agreement. Credit shall be given on any future assessment in a local improvement District or utility local improvement district for and charge in lieu of

assessment paid for that property or and reasonable costs incurred by the property owner in installing sewer lines which have been deeded by the County.

18) This agreement shall be filed for record at the office of the Clallam County Auditor and shall constitute a charge against the property and shall be a covenant running with the land and shall bind the property and all future owners thereof.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

 10/24/17
John R. Nispel
Contracts Administrator
Title

Department of Corrections
P.O. Box 9699, MS FN-61
Olympia, WA 98504

CLALLAM COUNTY BOARD OF
COMMISSIONERS

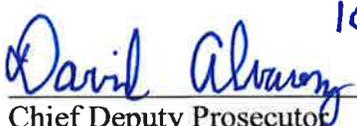
APPROVED AS TO BINDING EFFECT:

 11-7-17
Mark Ozias, Chair

 11-7-17
Randy Johnson

Excused Absence 11-7-17
Bill Peach

APPROVED AS TO FORM:

 10/18/2017
Chief Deputy Prosecutor

ATTEST:

 11-7-17
Alanna Gores, CMC
Loni Clerk