

[NOTE: Agreements under chapter 39.34 RCW are to be filed in accordance with RCW 39.34.040.]

INTERLOCAL AGREEMENT

Between

THURSTON COUNTY

And

**STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS**

THIS AGREEMENT is entered into in duplicate originals between THURSTON COUNTY, hereinafter "County," and the DEPARTMENT OF CORRECTIONS, hereinafter referred to as the "State".

WHEREAS, it is to the mutual advantage of the County and the State to cooperate in order to provide wastewater collection and treatment service to the State from the County, as described herein, in order to make the most efficient use of their powers to provide services needed by the residents within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, The State purchased capacity in the Grand Mound Wastewater Utility, pursuant to an Interlocal Memorandum of Agreement dated March 15, 1999, which has expired. The State and the County wish to extend their preexistent service relationship under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, it is mutually agreed by the parties as follows:

I. SERVICES

Based on the capacity purchased by the State, the County guarantees the State the right to discharge 120,000 gallons of sewage per day, measured as average daily flow during the peak calendar month. The guaranteed right to discharge shall be limited to wastewater having characteristics within the limitations set in Chapter 15.09 of the Thurston County Code. Wastewater flows exceeding 120,000 gallons per day will require that the State pay additional General Facility Charges, as provided in Chapter 15.12 of the Thurston County Code, in proportion to the required additional capacity.

II. DURATION

The terms and performance of this Agreement shall commence after the approval by the governing body of each party and following the filing of this Agreement as required by RCW 39.34.040. This Agreement shall be effective in perpetuity unless revised or terminated as provided herein.

III. RESPONSIBILITY OF THE COUNTY

- a. **Service.** The County shall provide sewage collection, treatment, and related services.
- b. **Billing.** The County shall submit utility bills to the State monthly. The base Equivalent Residential Units (ERUs) billed each month will be assessed based on the procedures identified in Chapter 15.12 of the Thurston County Code. Sewer use shall be billed each month based upon the metered sewer discharge.
- c. **Operations and Maintenance.** The County shall maintain the vacuum pits and flow metering equipment associated with the Maple Lane sewer connection.

IV. RESPONSIBILITY OF THE STATE

- a. **Payment.** The State shall complete payments of monthly utility bills in accordance with Section V of this agreement.
- b. **Filing.** The State shall be responsible for filing this Agreement as required by RCW 39.34.040 and paying for any costs associated therewith.
- c. **Change of Use.**
 - (i) **Notice.** Ninety days prior to any change of use at Maple Lane School, the State shall provide the County written notice.
 - (ii) **Testing.** Between thirty and sixty days following a change of use, in consultation with the County, the State shall submit laboratory reports to the County documenting biochemical oxygen demand, total suspended solids, ammonia, and fats, oils, and greases to verify wastewater characteristics are in accordance with Section I of this Agreement.
- d. **Operations and Maintenance.** The State shall maintain all sewage grinding equipment upstream of the vacuum pits associated with the Maple Lane sewer connection.

V. PAYMENT

The State agrees to pay the County for sewer utility service in the amount, manner and time period set in the Chapter 15.12 of the Thurston County Code or policy. For the purposes of billing, the State shall be considered a commercial customer.

VI. RELATIONSHIP OF THE PARTIES

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VII. ADMINISTRATION AND NOTICE

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating

and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be: Joe Plahuta, Senior Water Resources Engineer, 360-867-2968, joe.plahuta@co.thurston.wa.us

The State's representative shall be: Simone Hartman, Leased Facilities Manager, 360.790.2362, sfhartman@doc1.wa.gov

VIII. INDEMNIFICATION AND HOLD HARMLESS

Each party will be liable for all acts and omissions of, its elected and appointed officers, employees, and agents from and against all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorney's fees and costs arising from the action and/or inactions of either party, its elected and appointed officers, employees, and agents in conjunction with this Agreement. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

X. CHANGES, MODIFICATIONS, AND AMENDMENTS

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto.

XI. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

XII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIV. ENTIRE AGREEMENT

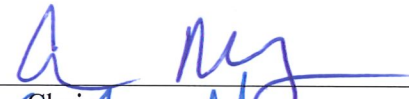
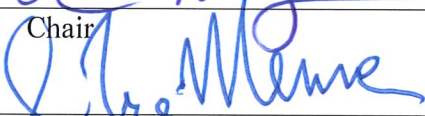
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 20 ____.

Department of Corrections (DOC)


Board of County Commissioners

 10/4/2022

 Daryl Huntsinger, Contracts Administrator

 _____
 Chair
 _____
 Vice-Chair

Approved as to Form:

 8-23-22

 Commissioner

DOC Attorney

ATTEST:



 Clerk of the Board

Approved as to Form:
 Jon Tunheim
 Prosecuting Attorney

By:  _____
 Deputy Prosecuting Attorney