

1993466 MASON CO WA

08/07/2012 02:49 PM AGREE
CITY OF SHELTON #56555 Rec Fee: \$65.00 Pages: 4



When recorded return to:

City of Shelton
525 W. Cota Street
Shelton, WA 98584

Document Title(s)

Intergovernmental Agreement Between the Washington State Department of Corrections, and the Washington State Patrol for Reclaimed Water Allocation, with approval by the City of Shelton.

Reference Number(s) – for assignment and releases

N/A

Grantor(s)

Washington State Department of Corrections

Grantee(s)

Washington State Patrol

Legal Description – Abbreviated legal

Section 9, Township 20, Range 4 W and
Section 2, Township 20, Range 4 W.

Assessor's Property Parcel Number

42009-00-60000 and 42002-32-60010

INTERGOVERNMENTAL AGREEMENT

AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS, AND THE WASHINGTON STATE PATROL FOR RECLAIMED WATER ALLOCATION, AS APPROVED BY THE CITY OF SHELTON

This is an Intergovernmental Agreement (Agreement), dated this 6th day of August 2012, by and between the Washington Department of Corrections (DOC), and the Washington State Patrol (WSP) collectively referred to as the "Parties", with approval by the City of Shelton (City); 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 thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, the Parties to the construction of the Satellite Water Reclamation Plant, have entered into separate Utility Service Agreements for Reclaimed Water with the City that with the approval of the City of Shelton, the Parties may sell, lease or provide reclaimed water to another user (3.5); and

Whereas, DOC Utility Service Agreement provides for an allocation of up to 120,000 gallons per day of Class A Reclaimed Water that is currently not being utilized; and

Whereas, WSP Utility Service Agreement provides for an allocation of 40,000 gallons per day of Class A Reclaimed Water that is currently being exceeded and is incurring City charges for usage above WSP's allocation.

NOW, THEREFORE, in consideration of the mutual promises contained herein the DOC and WSP, with approval from the City of Shelton, Washington, agree to the following:

1. DOC authorizes WSP to utilize DOC's Reclaimed Water allocation when WSP Reclaimed Water usage exceeds their own allocation.
2. DOC does not warrant either the quality or quantity of the reclaimed water; any restrictions in use or liabilities are on WSP.
3. DOC will provide WSP 12 months advance notice of anticipated implementation of reclaimed water use prior to any imposed reduction on WSP use.
4. WSP agrees to establish conservation measures and practices that more efficiently utilizes reclaimed water within the current Utility Service Agreement.

5. The City will provide an annual summary of WSP reclaimed water usage to DOC.

Any notice required under this Agreement shall be to the parties at the addresses listed below and shall become effective as of the date of deposit in the United States Postal Service.

DEPARTMENT OF CORRECTIONS
Capital Program
PO Box 41112
Olympia, WA 98504-1112

WASHINGTON STATE PATROL
Facilities Management Sec. Admin.
P.O. Box 42626
Olympia, WA 98504-2626

CITY OF SHELTON
Attn: City Clerk and
Public Works Director
525 West Cota Street
Shelton, WA 98584

This Agreement shall take effect on the date of the last authorizing signature affixed and recorded with the Mason County Auditor's Office by the City:

WASHINGTON DEPARTMENT OF CORRECTIONS

Gary Banning, Contracts Administrator 8/6/12
Name and Title Date

[Signature] on behalf of Gary Banning
Signature

WASHINGTON STATE PATROL

JEFF HUGGALIL, Contracts Manager 8/7/12
Name and Title Date

[Signature]
Signature WSP No. CL3012863C

APPROVAL
CITY OF SHELTON:

[Signature]

8/7/2012
Date

Not Notarized at
time of recording

Presented to Dave O. on
August 9th
2012
Vicki Cook