

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FB*

Agenda Date: May 21, 2012

Subject: Biosolids Facility Lands License

Statement of Issue:

The City of Port Townsend currently has a 20 year lands license that was executed October 8, 1992 and is due to expire this year. This new 20 year lands license brings current the changes that have occurred over time due to the increase in yard waste recycling that occurs in conjunction with the biosolids facility.

Analysis/Strategic Goals/Pro's & Con's:

The biosolids facility is a mission critical business function provided as a service to the public with no other reasonable alternative.

Fiscal Impact/Cost Benefit Analysis:

n/a

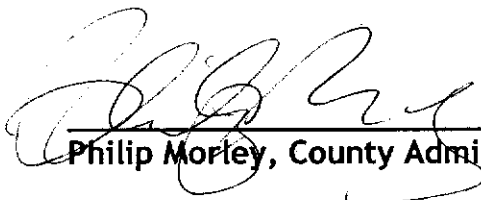
Recommendation:

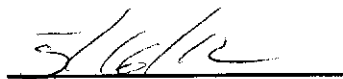
Approve contract as submitted.

Department Contact:

Frank Gifford x175

Reviewed By:


Philip Morley, County Administrator


Date

JEFFERSON COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

LANDS LICENSE for CITY OF PORT TOWNSEND BIOSOLIDS COMPOSTING FACILITY

THIS LICENSE is made by and between Jefferson County, acting through the Jefferson County Department of Public Works ("the County"), and the City of Port Townsend, acting through the City of Port Townsend Department of Public Works ("the City").

RECITALS

- A) The City desires to obtain from the County a License to conduct certain activities described below upon and at the lands commonly known as approximately 19.9 acres of the Jefferson County Solid Waste Facility or County Parcel # 001083012, and the County desires to enter into a License for the property to the City pursuant to the terms and conditions of this License.
- B) The City has used and intends to use the Licensed real property to implement and effectuate the composting of biosolids from the City's wastewater treatment plant and septage from licensed septage pump-out service providers with yard debris collected from county and city residents.
- C) The County acknowledges the importance of this operation and that the continuance of this program on behalf of its citizens and the Annual License Fee described in Section 5 below constitutes good and valuable consideration provided by the City to the County, said consideration being sufficient to support and validate this License.
- D) These recitals are material terms of this License.

THEREFORE, the parties agree as follows:

SECTION 1: PROPERTY

1.1 Property Defined. The County Licenses to the City and the City Licenses from the County the real property identified in Exhibit A: Area of Designated Use, (City to submit a legal description and site map) subject to the exceptions and restrictions set forth in this License. The property is inclusive of all property necessary for the operation of the City Biosolids Facility, including but not limited to:

- (a) Yard debris drop off
- (b) Yard debris grinding and storage
- (c) Disposal of organic residuals from yard debris grinding
- (d) Storage of finished compost product

- (e) Compost production
- (f) Compost sales
- (g) Biosolids treatment

1.2 Inspection. The County makes no representation regarding the condition of the Property, improvements located on the property, the suitability of the property for the City's permitted use, compliance with governmental laws and regulations, or availability of utility rights. The County makes no commitments to construct improvements on the property. The City has inspected the Property and accepts it "AS IS."

SECTION 2: USE

2.1 Permitted Use. The City agrees to operate the Property as a site only for the composting of biosolids, septage and yard debris. The City further agrees that City operations for all functions of the Biosolids Facility, including those necessary for ancillary functions such as yard debris collection, storage and handling, are to be conducted within the Property.

2.2 Hours of Operation. The hours of operation for the septage Biosolids Facility will be established by the City and agreed upon by written consent of the County.

2.3 Conformance with Laws. The City shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the Property. The County shall bear no responsibility for the securing of any permits, licenses or certificates as required for the operation of the Biosolids Facility including those necessary for ancillary functions such as yard debris collection, storage and handling.

2.4 Liens and Encumbrances. The City shall keep the Property free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Property.

SECTION 3: TERM

3.1 Term Defined. The term of this License is twenty (20) years (the "Term"), beginning on the 1st day of June, 2012 (the "Commencement Date") and ending on the 1st day of June, 2032 (the "Termination Date"), unless terminated sooner under the terms of this License. At any time, either party may terminate this License for its convenience by giving the other party 2 years written notice. Upon termination, there is no further liability for the City under this License, except for terms which relate to post-termination obligations, for example, 8.3. In addition SECTION 10: relating to indemnity survives termination.

3.2 Renewal of the License. The City shall have the option to renew this License once for an additional term of twenty (20) years and the City shall exercise this option by providing written notice of its election to renew at least one hundred eighty (180) calendar days prior to the Termination Date of the initial Term of this License. The City shall not be entitled to renew if it is in default under the terms of this License at the time the option to renew is exercised. The terms and conditions of any renewal term shall be the same as set forth in this License, except

that License Fee may be recalculated, the required amounts of financial security may be revised, and provisions dealing with site activity mitigation may be changed at the time of the renewal by mutual written consent.

3.3 Delay in Delivery of Possession. If The County, for any reason whatsoever, cannot deliver possession of the property to City on the Commencement Date, this License shall not be void or void-able, nor shall the County be liable to the City for any loss or damage resulting from the delay in delivery of possession. In such event, the date of delivery of possession shall be the Commencement Date for all purposes, including the payment of License Fee. In the event the City takes possession before the Commencement Date, the date of possession shall be the Commencement Date for all purposes, including the payment of License Fee. If the License Term commences earlier or later than the scheduled Commencement Date, the Termination Date shall be adjusted accordingly.

3.4 Hold Over. If the City remains in possession of the Property after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be on a month-to-month basis, on terms identical to the terms of this License, which may be terminated by either party on thirty (30) calendar days' written notice. The entire Annual License Fee shall be due immediately if there is a hold-over by the City of 14 days or more. If the County provides a notice to vacate the Property in anticipation of the termination of this License or at any time after the Termination Date and the City fails to do so within the time set forth in the notice, then the City shall be a trespasser, and the County may exercise all remedies at law.

SECTION 4: ANNUAL LICENSE FEE

4.1 Annual License Fee. Until adjusted as set forth below, the City shall pay to the County an annual License Fee of one (1) dollar. The sum of the annual License Fees owed for the full term of this License (\$20) shall be paid in advance no later than thirty (30) days after the Commencement Date.

4.2 Payment Place. Payment is to be made to Jefferson County Public Works, Attention: Solid Waste Manager, 623 Sheridan St. Port Townsend, WA 98368 and labeled "PAYMENT FOR BIOSOLIDS FACILITY LICENSE FEE"

4.3 Adjustment Based on Use. Annual License Fee is based on the City's Permitted Use of the Property, as described in Section 2 above. If the City's Permitted Use changes, the Annual License Fee shall be adjusted as appropriate for the changed use.

SECTION 5: CONSIDERATION

5.1 Consideration. This License is subject to the terms, covenants and conditions herein set forth in any exhibit hereto. Consideration for this License is the acceptance and processing of yard debris and septage, by residents of Jefferson County and biosolids from the Port Hadlock Sewer. The City shall have the right to determine the acceptable standards for the biosolids delivered to

the facility. The City may accept septage originating from outside Jefferson County so long as the City continues to accord priority to septage and biosolids originating from inside Jefferson County, with Jefferson County residents, inclusive of City residents, permitted to deliver up to the current design capacity.

5.2 Temporary Refusal of Septage and Biosolids. The City may, at its discretion, temporarily refuse to accept septage and biosolids at the facility under any of the following conditions:

- (a) If septage volume exceeds the septage handling capabilities of the facility
- (b) Freezing conditions that preclude the operation of dewatering facilities
- (c) Mechanical repairs, staffing or other operational issues which preclude the operation of the facility at full capacity
- (d) During periods when the facility is unable to operate within permit standards
- (e) Force Majeure

5.3 Additional consideration. Additional consideration is the acceptance of non-hazardous condensate from the County landfill flare station at no charge to the County. The County will test this liquid once per year at a minimum for pollutants prescribed by the City to confirm the non-hazardous nature of this material. The County will accept non-hazardous septage screenings and Biosolids Composting Facility trash at no charge to the City.

5.4 Other Wastes. For wastes other than domestic septage and non-hazardous County landfill flare station condensate, the City may apply special charges based on actual facility costs of treatment and capital facility needs.

SECTION 6: FEES

6.1 County Collected Fee. The County will collect a fee from customers for yard debris dropoff. A periodic fee review by the City and County shall be conducted and the fee may be adjusted by mutual agreement by up to five (5) percent per annum per Jefferson County Code, appendix, FEE SCHEDULES or in excess of five (5) percent per annum by Ordinance. By mutual agreement, the County will receive an amount for each transaction including transactions generated by the City's curbside yard debris collection service.

Five (5) percent of the gross fees collected, net of tax, will be deposited into an account managed by the County for expenses related to educating residents and businesses about on-site yard debris management. The City and County may, by prior agreement, draw funds from this account for programs related to educating residents and businesses about on-site yard debris management. The fund level shall not exceed ten thousand (10,000) dollars in any year.

6.2 City Collected Fees and Other Charges. The City will collect a fee from septage hauler customers. A periodic fee review by the City and County shall be conducted and the fee may be

adjusted by mutual agreement by up to five (5) percent per annum or to the maximum as set by City of Port Townsend Resolution No. 10-035. The City shall determine the amount charged to customers for the purchase of materials created as part of the Biosolids Facility operation such as finished compost.

SECTION 7: SHARED COSTS

7.1 Cost Share Formula. Where Solid Waste Facilities are used by customers of the City's Biosolids Facility, the City and County will share costs for Solid Waste Facility maintenance and capital replacement based on the percentage of use by customer group or by City or County staff or other measure of use as mutually agreed upon. Cost sharing arrangements shall be agreed upon in a Memorandum of Understanding between the City Public Works Director and the County Public Works Director. The City and County shall plan for and review Solid Waste Facility maintenance and capital replacement costs at least annually. Payments to either party may be made through an Agreement for Reimbursable Work or by other means as agreed upon by the City Public Works Director and the County Public Works Director.

7.2 Facility Improvements. The City and County agree to make Solid Waste Facility capital improvements as early as possible to the Solid Waste Facility access gate and the customer access road to the yard debris drop off area. The assignment of initial and ongoing costs associated with these improvements to the City and to the County are as attached in Exhibit B: Memorandum of Understanding for Biosolids Facility Cost Sharing.

7.3 Facility Replacement. The fee charged for yard debris drop-off and the amount of said fee allocated to the County shall continue to be set in accord with the costs associated with Scale Facility Administrative Costs, Maintenance and Facility Replacement, as mutually agreed upon.

SECTION 8: IMPROVEMENTS

8.1 Existing Improvements. So long as this License remains in effect, the City shall retain ownership of all Existing Improvements, and all authorized improvements and trade fixtures it may place on the Property (collectively "City-Owned Improvements"). City-Owned Improvements shall not include any construction, reconstruction, alteration, or addition of any Unauthorized Improvements. No City-Owned Improvements shall be placed on the Property without the County's prior written consent, which shall not be unreasonably withheld.

8.2 Construction. Prior to any construction, alteration, replacement, removal or major repair of any improvements (whether County-Owned or City-Owned), the City shall submit to the County Public Works Director a letter of intention. If approved, the City shall then submit plans and specifications to the appropriate County permitting agency. Construction shall not commence until the County has approved those plans and specifications in writing. Upon completion of construction, the City shall promptly provide the County with as-built plans and specifications. The County's consent and approval shall not be required for any routine maintenance or repair of improvements made by the City pursuant to its obligation to maintain the Property in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Property.

8.3 Removal. City-Owned Improvements shall be removed by the City by the Termination Date unless the County notifies the City that the City-Owned Improvements may remain. If the County elects for the City-Owned Improvements to remain on the Property after the Termination Date, they shall become the property of the County without payment by the County. To the extent that City-Owned Improvements include items of personal property which may be removed from the Licensed premises without harming the Property, or diminishing the value of the Property or the improvements, the County asserts no ownership interest in these improvements unless the parties agree otherwise in writing upon termination of this License. The City shall notify the County at least one hundred eighty (180) calendar days before the Termination Date if it intends to leave the City-Owned Improvements on the Property. The County shall then have ninety (90) calendar days in which to notify the City that it wishes to have the City-Owned Improvements removed or elects to have them remain. Failure to notify the City shall be deemed an election by the County that the City-Owned Improvements will remain on the Property. If the City-Owned Improvements remain on the Property after the Termination Date without the County's actual or deemed consent, they still will become the property of the County but the County may remove them and the City shall pay the costs of removal and disposal upon the County's demand.

8.4 Unauthorized Improvements. Improvements made on the Property without the County's prior consent which are not in conformance with the plans submitted to and approved by the County ("Unauthorized Improvements") shall immediately become the property of the County, unless the County elects otherwise. Regardless of ownership of Unauthorized Improvements, the County may, at its option, require the City to sever, remove, and dispose of them, charge the City License Fee for the use of them, or both. If the City fails to remove an Unauthorized Improvement upon request, the County may remove it and charge the City for the cost of removal and disposal.

8.5 Mutually Beneficial Improvements. Where improvements may be made that are to the mutual benefit of the City and County, the costs for such improvements may be shared by prior written agreement between the City Public Works Director and the Jefferson County Public Works Director. Payments to either party may be made through an Agreement for Reimbursable Work or by other means as agreed upon by the City Public Works Director and the County Public Works Director.

SECTION 9: ASSIGNMENT AND SUBLETTING

9.1 County Consent Required. The City shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of the City's interest in this License.

SECTION 10: INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity. Except for liability that is subject to immunity as provided in Chapter 38.52 RCW, each party shall indemnify, defend and hold harmless the other parties, their officers, agents, employees, and volunteers from and against any and all claims, demands, damages, judgments, losses, liability and expense (including attorney's fees), including but not limited to

those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of the party, its officers, employees, agents and volunteers. The City shall be solely responsible under this agreement for the operation of the site for the composting of biosolids, septage and yard debris, and agrees to defend, indemnify, and to hold the County harmless from any claims directly or indirectly resulting from the operation of the site for the composting of biosolids, septage and yard debris .

Except as provided above, in the event more than one party is responsible or negligent, each party shall be responsible in proportion to its negligence.

It is understood and agreed that nothing contained in the Agreement shall be considered as in any way constituting a partnership between the County and the City.

The County shall be solely responsible under this Agreement for operation of the property that is located around the site that is subject to this License Agreement and agrees to defend, indemnify, and to hold the City harmless from any claims directly or indirectly resulting from the County's operation, including from any loss, claim, liability, damage, expense from hazardous substances, including attorney's fees, expenses of litigation and costs from appeal, even if said loss, claim, liability, damage, or expense is alleged to have resulted from the City use of the Property subject to this Agreement.

It is understood that both parties to this agreement are self insured and shall remain self insured for the duration of this license agreement.

SECTION 11: MAINTENANCE AND REPAIR

11.1 County Repairs. The County shall not be required to make any alterations, improvements, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term, except as provided in this Agreement (for example, Section 7) or by mutual agreement.

11.2 City Repairs, Alteration, Maintenance and Replacement.

(a) The City shall, at its sole cost and expense, keep and maintain the Property in good order and in a clean, attractive, and safe condition.

(b) Any additions, repairs, alterations, replacements or changes to the Property and to any improvements on the Property shall require the prior written approval of the County and shall be made in accordance with, and ownership shall be governed by, Section 8, above.

SECTION 12: DAMAGE OR DESTRUCTION

12.1 Damage or Destruction.

(a) In the event of any damage to or destruction of the Property or any improvements, the City

shall promptly give written notice to the County. Unless otherwise agreed in writing, the City shall promptly reconstruct, repair, or replace the Property and any improvements as nearly as possible to its condition immediately prior to the damage or destruction.

(b) City duty to reconstruct, repair, or replace any damage or destruction of the Property or any improvements on the Property shall not be conditioned upon the availability of any insurance proceeds to the City from which the cost of repairs may be paid.

(c) Unless this License is terminated by mutual agreement, there shall be no abatement or reduction in License Fee during such reconstruction, repair, and replacement.

(d) Any insurance proceeds payable by reason of damage or destruction shall be first used to restore the real property covered by this License, then to pay the cost of the reconstruction, then to pay the County any sums in arrears, and then to the City.

(e) In the event the City is in default under the terms of this License at the time damage or destruction occurs, the County may elect to terminate the License and the County shall then have the right to retain any and all insurance proceeds payable as a result of the damage or destruction.

(f) The City shall not be held liable for damage to the property not caused by the operation of the Biosolids Facility.

SECTION 13: ENTRY BY THE COUNTY

The County shall have the right to enter the Property at any time to inspect for compliance with the terms of this License or in the event of emergency and for other Solid Waste operations such as conveyance of fill materials from other areas of the property and maintenance of the perimeter fence and road.

SECTION 14: NOTICE

Any notices required or permitted under this License may be personally delivered, or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

The County:
Director
Jefferson County Department of Public Works
623 Sheridan St.
Port Townsend, WA 98368

City of Port Townsend:
Director
City of Port Townsend Department of Public Works
250 Madison St.
Port Townsend, WA 98368

SECTION 15: MISCELLANEOUS

15.1 Authority. The City and the County person or persons executing this License on behalf of the City and the County represent that they are qualified to do business in the State of Washington, that the City has full right and authority to enter into this License, and that each and every person signing on behalf of the City is authorized to do so. Upon the County's request, the City will provide evidence satisfactory to the County confirming these representations.

15.2 Successors and Assigns. This License shall be binding upon and inure to the benefit of the parties, their successors and assigns.

15.3 Heading. The headings used in this License are for convenience only and in no way define, limit, or extend the scope of this License or the intent of any provision.

15.4 Entire Agreement. This License, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and the statements relating to this transaction or to the Property, if any, are merged into this License.

15.5 Waiver. The waiver by the County of any breach or default of any term, covenant, or condition of this License shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this License. The County's acceptance of a License Fee payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular License Fee payment that was accepted.

15.6 Cumulative Remedies. The rights and remedies of the County under this License are cumulative and in addition to all other rights and remedies afforded to the County by law or equity or otherwise.

15.7 Language. The word "City" as used in this License shall be applicable to one or more persons, as the case may be. The singular shall include the plural, and the neuter shall include the masculine and feminine. The word "persons," whenever used, shall include individuals, firms, associations, and corporations.

15.8 Invalidity. If any provision of this License shall prove to be invalid, void, or illegal, it shall

in no way affect, impair, or invalidate any other provision of this License.

15.9 Applicable Law and Venue. This License shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded.

15.10 Modification. Any modification of this License must be in writing and signed by the parties. The County shall not be bound by any oral representations or statements.

15.11 Administration of Agreement. The County hereby appoints, and the City hereby accepts the Jefferson County Director of Public Works, or his designee (the Director) as the County's representative for the purpose of administering the provisions of the agreement, to request and receive additional information from the City, to assess the general performance of the City under this agreement, to determine if contracting obligations are being performed in accordance with federal, state, or local law.

15.12 Annual Meeting of the Parties. Representatives of each party to this agreement will meet annually to review the past 12 month's operation. The City will present a summary of the past years' operation. This requirement for an annual meeting shall not prevent the parties from meeting jointly at other times to discuss and act upon matters affecting this agreement.

15.13 Access.

(a) Access to the Licensed site is provided by way of County Landfill Road, an existing asphalt surface road. No improvements to access roads are planned for or implied through the terms of this License. The County is responsible for all costs for maintenance of County Landfill Road.

(b) Customer Access to the area for yard debris drop-off is provided by way of a customer access road as indicated in Exhibit A: Area of Designated Use. The City and County shall determine the road standard and shall jointly initiate any repairs by prior written agreement. Costs for maintenance of the customer access road are shared between the City and County per Exhibit B.

15.14 Repealer. This license agreement hereby repeals and replaces, in its entirety, the document titled Interlocal Agreement Between City of Port Townsend and Jefferson County for Biosolids Composting Facility approved on October 8, 1992.

SECTION 16: RESOLUTION OF DISPUTES

16.1 Resolution of Disputes. The City and County agree to make a good faith effort to resolve any disputes that arise from operation of the Biosolids Composting Facility.

SECTION 17: EXHIBITS

17.1 Exhibits.

(a) Exhibit A is "Area of Designated Use"

(b) Exhibit B is "Memorandum of Understanding for Biosolids Facility Cost Sharing"

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the dated

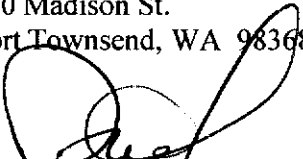
Licensor:

County of Jefferson, Board of Commissioners

John Austin, Chair

Licensee:

City of Port Townsend
250 Madison St.
Port Townsend, WA 98368



David Timmons, City Manager

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

Date: 3-16-12

END OF LICENSE

EXHIBIT A: AREA OF DESIGNATED USE

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE SOUTH HALF, OF THE SOUTH HALF, OF SECTION 8, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M. JEFFERSON COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 8, REPRESENTED BY A 1-3/4 INCH DIAMETER BRASS CAP WITH PUNCH MARK ON A 4"X4" CONCRETE MONUMENT:

THENCE N 87°26'08" W ALONG THE SOUTH LINE OF SAID SECTION 8, SAID LINE BEING MARKED BY A STEEL POST AND WIRE FENCE, A DISTANCE OF 1108.50 FEET:

THENCE N 02°33'52" E, A DISTANCE OF 676.00 FEET:

THENCE N 88°29'28" E, A DISTANCE OF 179.56 FEET:

THENCE N 36°49'35" E, A DISTANCE OF 74.92 FEET:

THENCE N 83°14'16" E, A DISTANCE OF 106.42 FEET:

THENCE S 59°04'46" E, A DISTANCE OF 118.84 FEET:

THENCE N 50°08'40" E, A DISTANCE OF 174.13 FEET:

THENCE N 06°48'41" E, A DISTANCE OF 158.96 FEET:

THENCE S 74°12'40" E, A DISTANCE OF 535.94 FEET:

THENCE S 00°38'18" E, A DISTANCE OF 204.61 FEET:

THENCE S 14°42'18" W, A DISTANCE OF 216.57 FEET:

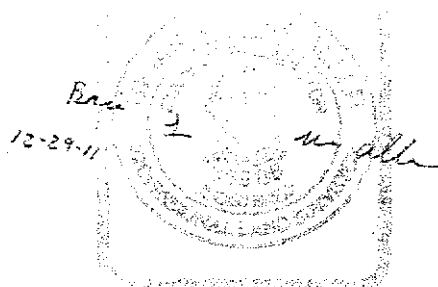
THENCE S 34°57'58" W, A DISTANCE OF 215.00 FEET:

THENCE S 29°06'21" E, A DISTANCE OF 314.08 FEET TO THE SAID SOUTH 1/4 CORNER OF SECTION 8 AND THE TRUE POINT OF BEGINNING.

CONTAINING 19.90 ACRES MORE OR LESS

THE ABOVE DESCRIBED EASEMENT IS DEPICTED ON THE ACCOMPANYING MAP LABELED EXHIBIT B, WHICH IS ATTACHED HEREWITHIN AND MADE PART OF THIS LEGAL DESCRIPTION.

END OF DESCRIPTION



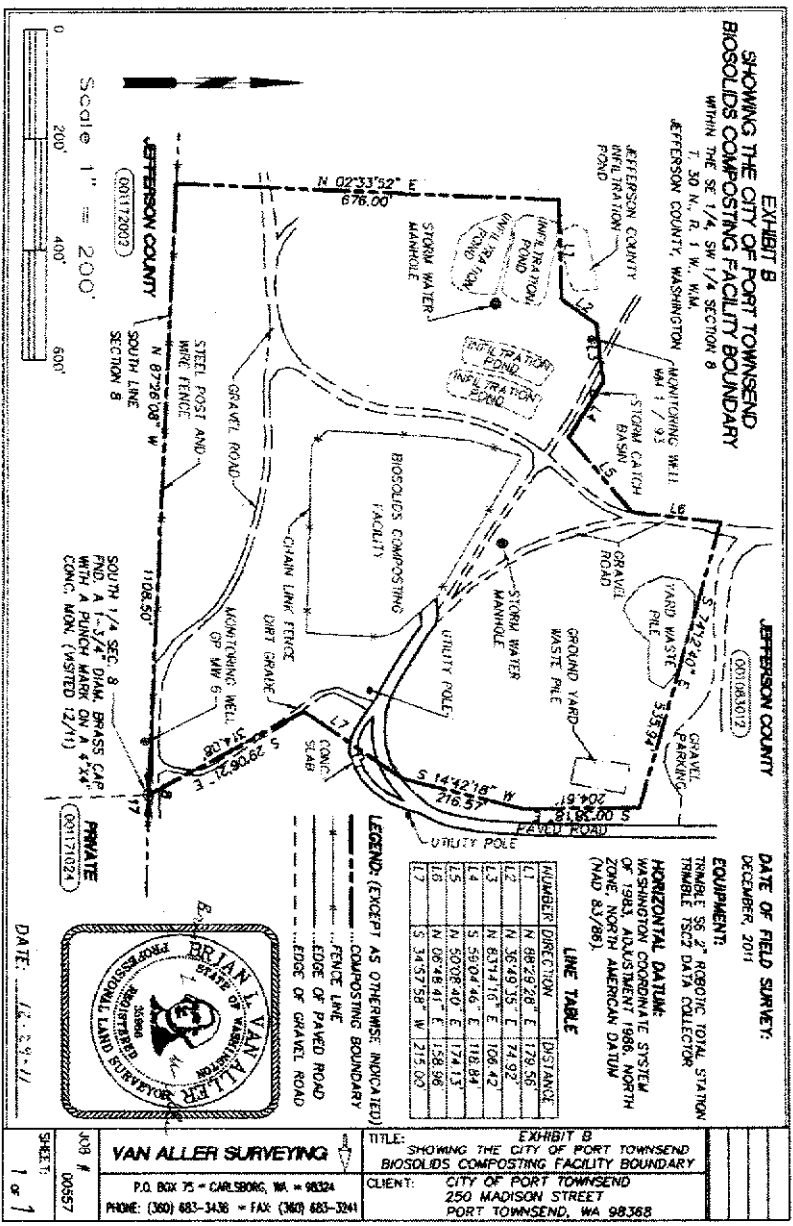


EXHIBIT B
SHOWING THE CITY OF PORT TOWNSEND
BIO-SOLIDS COMPOSTING FACILITY BOUNDARY
 WITHIN THE SE 1/4, SW 1/4 SECTION 8
 T. 30 N., R. 1 W., W.M.
 JEFFERSON COUNTY, WASHINGTON

JEFFERSON COUNTY
 001172002

DATE OF FIELD SURVEY:
 DECEMBER, 2011

EQUIPMENT:
 TRIMBLE SS 2" ROBOTIC TOTAL STATION
 TRIMBLE FSCZ DATA COLLECTOR

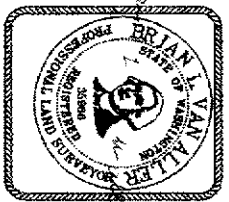
HORIZONTAL DATUM:
 WASHINGTON COORDINATE SYSTEM
 OF 1983, ADJUSTMENT 1988, NORTH
 ZONE, NORTH AMERICAN DATUM
 (NAD 83/88)

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 88°29'28" E	179.56
L2	N 36°49'15" E	74.92
L3	N 83°14'16" E	106.42
L4	S 58°04'46" E	118.84
L5	N 50°08'40" E	174.13
L6	N 06°48'41" E	158.98
L7	S 34°57'58" W	215.00

LEGEND: (EXCEPT AS OTHERWISE INDICATED)

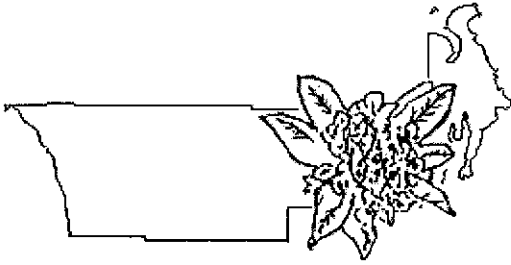
- COMPOSTING BOUNDARY
- FENCE LINE
- EDGE OF PAVED ROAD
- EDGE OF GRAVEL ROAD



DATE: 12.29.11

SHEET: 1 of 1	JOB # 00557	VAN ALLER SURVEYING P.O. BOX 75 • CARLSBORO, WA • 98324 PHONE: (360) 483-3436 • FAX: (360) 483-3241	TITLE: EXHIBIT B SHOWING THE CITY OF PORT TOWNSEND BIOSOLIDS COMPOSTING FACILITY BOUNDARY
			CLIENT: CITY OF PORT TOWNSEND 250 MADISON STREET PORT TOWNSEND, WA 98368

EXHIBIT B: MEMORANDUM OF UNDERSTANDING FOR BIOSOLIDS FACILITY COST SHARING



**Jefferson County
Department of Public Works**

623 Sheridan St.
Port Townsend, WA 98368
(360) 385-9160

*Frank Gifford, Public Works Director
Monte Reinders, P.E., County Engineer*

MEMORANDUM OF UNDERSTANDING

The purpose of this document is to formalize the cost sharing arrangement by and between Jefferson County (County) and the City of Port Townsend (City), both municipal corporations of the State of Washington, concerning those costs associated with County-owned facilities and improvements used in the operation of the City of Port Townsend Biosolid Composting Facility.

1. The City wishes to continue operation of a Biosolids Composting Facility on lands owned by the County. As a function of the Biosolids Composting Facility, the City accepts yard debris from county residents as well as septage from county residents delivered to the facility by private sector haulers; both items representing good and valuable consideration in support of this Memorandum of Understanding.
2. It is agreed that the County presently incurs, or shall incur, costs associated with the operation of the Biosolids Composting Facility. These costs include:
 - Maintenance of a customer access road to the area of yard debris off-loading
 - Capital replacement and maintenance of the Jefferson County Solid Waste Management Facility access gate located on County Landfill Road
3. It is agreed that an equitable share of the above costs shall be allocated to both parties.
4. It is agreed that costs for maintenance of the customer access road shall be allocated as a percentage of use between county and city residential self-haul customers. It is further agreed that the cost allocation for the year 2012 shall be as follows:

Party	Percentage of Costs
City	46%
County	54%

5. It is agreed that costs for capital replacement and maintenance of the Jefferson County Solid Waste Management Facility access gate shall be allocated as a percentage of use

between County and City staff and respective contractors outside of the normal operating hours of the Solid Waste Management Facility. It is further agreed that the cost allocation for the year 2012 shall be as follows:

Party	Percentage of Costs
City	47%
County	53%

6. It is agreed that the City and County shall meet annually to determine cost allocations for the above elements based on the prior year use by city/county customer or City/County function and that said allocations shall be made by mutual written agreement.
7. It is agreed that the City and County shall work jointly on the selection of a replacement access gate that meets the needs of both parties. It is further agreed that the County shall be the lead agency in contracting for the installation and on-going maintenance of the facility access gate.
8. It is agreed that the City and County shall determine the customer access road standard and shall jointly initiate any repairs by prior written agreement.
9. This Memorandum of Understanding shall be effective for the term of the Lands License Agreement to which this Memorandum of Understanding is attached and made part of or until such time as it is dissolved by mutual written agreement.

Frank Gifford
Jefferson County
Public Works Director

Date: _____

Ken Clow
City of Port Townsend
Public Works Director

Date: _____