

AGREEMENT FOR TEMPORARY 3-MONTH OPERATION

WHEREAS, the CITY OF WHITE SALMON and the CITY OF BINGEN (which may hereinafter be referred to as the "Cities") and TRIBAL FISHCO LLC (which may hereinafter be referred to as FishCo) agree as follows:

1. The Cities agree that FishCo may temporarily operate in the Summer/Fall of 2021 for a three-month period. The intention is to allow FishCo to operate in 2021 while the three entities develop a long-term agreement for operation. Discharging of waste will take place during the hours from 7:00 a.m. to 5:00 p.m.
2. FishCo shall not discharge "salted" (slush) ice to the Cities' wastewater system. Monitoring the quality and disposal of the fish plant will be outlined in the Quality Assurance Project Plan (QAPP) prepared by Aqua-Terra Consultants and signed by the Cities, Department of Ecology and Tribal FishCo LLC.
3. FishCo shall provide temporary storage tanks (enough for one day's worth of wastewater flow) so that the Bingen Treatment Plant Manager can control the daily discharge of wastewater to the WWTP (outlined in the QAPP).
4. The Bingen Treatment Plant Manager will control the discharge of fish plant effluent based on the following constraints upon FishCo effluent:
 - 75 lbs/day of BOD (biochemical oxygen demand) and 100 lbs/day of Total Solids the first week
 - 150 lbs/day of BOD (biochemical oxygen demand) and 200 lbs/day of Total Solids thereafter
 - FOG (fats, oil and grease) concentration will be limited to 100 mg/liter
 - pH will be kept within the range of 6 to 9.5
 - Maximum flow rate is limited to: 60 gallons per minute subject to revision by Bingen Treatment Plant Manager based on impacts to treatment plant.
5. Representative composite refrigerated samples will be collected during the discharge to the WWTP. The details of the composite sampling will be worked out with FishCo consultant AquaTerra and Bingen Treatment Plant Manager and outlined in the QAPP. Grab samples may be taken at any time by City of Bingen staff while the fish plant is discharging to the WWTP. Grab samples may also be collected from the storage tanks.
6. FishCo shall work with the Bingen Treatment Plant Manager in identifying the processing flow. Brian Zabel will be the point of contact regarding any issues with processing the waste from the 3-month operations period.

7. The City of Bingen has the right to temporarily discontinue receiving wastewater from FishCo and/or revise the discharge limits if, in the opinion of the Bingen Treatment Plant Manager or his designee, the wastewater discharged to the WWTP may cause a significant upset to the treatment plant or wastewater conveyance system. The discontinuance will continue until the problem is resolved.
8. The discharge offish plant wastewater to the WWTP will comply with the Cities' respective municipal codes and all applicable state and federal regulations.
9. FishCo shall pay the City of White Salmon the following rates for three months:

Base Rate/Month (Minimal Charge) Pollutant Surcharges \$1,977.80 (29 ERUs x \$68.20/ERU)

Multiplier of 3

Overage Rate (if more than 246,500 gallons is treated) \$41.25/ERU over 246,500 gallons

Estimated fees are as follows:

August \$1,977.80

September \$2,019.05 (Base Rate plus Flow Surcharge (22,214/1000 rounded up * \$41.25)

October \$1,977.80

Total estimated costs covering 3-month period is \$5,974.65. Regardless of the number of days or number of months fish is processed, FishCo will be billed for a one-month minimum fee of \$1,977.80.

The City of White Salmon will mail an invoice to FishCo at the end of the three-month period. Tribal FishCo LLC shall pay the invoice per WSMC 13.16.065(8) by the twentieth of the month following the billing period (i.e. by November 22, 2021.)

Minimum base rate monthly charges shall apply for each month or partial month that operations are being conducted regardless of the amount of wastewater discharged to the WWTP.

10. In addition to the charges in paragraph 9 above, FishCo shall pay the City of Bingen the following hourly rates for testing and any additional hours that Brian Zabel is required to be on site outside of his regularly scheduled hours (24 hours per week). If Brian Zabel is required to work after hours or on weekends FishCo will be billed the appropriate salary/benefit rate as required by the City of Bingen's union contract:

Brian Zabel Salary/Benefit Rate: \$43.79 per hour

The City of Bingen will mail an invoice to FishCo at the end of the 3-month operations period. Estimated charges are between 1 to 3 hours per week, or \$43.79 to \$131.37 per week.

11. FishCo shall provide a manager who will remain on site at times fish is being processed. The manager shall be approved by Alan Ismond, Aqua-Terra Consultants.
12. Alan Ismond, Aqua-Terra Consultants shall be present on site for the first two weeks of operations for crew training and observation. After the first two weeks of operation, Alan Ismond, Aqua-Terra Consultants shall be available for consultation full time, remotely or on site, as FishCo and the City of Bingen Wastewater Treatment Plant Manager deems necessary. Aqua-Terra Consultants shall be responsible for regular collection and analysis of composite samples and communicate these results with the City of Bingen Wastewater Treatment Plant Manager in a manner that allows for real-time management of the FishCo discharge.
13. Slush ice or any product containing salt shall not be disposed of into the White Salmon Wastewater System.
14. The 2021 Temporary Operations Agreement is being implemented to accommodate City timelines and FishCo's desire to operate during the 2021 harvesting season. It is understood that this agreement is temporary for three months, and that FishCo and the Cities will continue to strive for implementation of an approved full user's agreement, including any and all required ancillary permits, prior to allowance for future discharges.
15. FishCo shall provide a certificate of insurance in the amount of \$2,000,000.00 (two million dollars) naming both the City of White Salmon and the City of Bingen as additional insured.
16. In the event of a dispute concerning this agreement or a default thereof, the prevailing party shall be entitled to reimbursement of its attorney fees, costs and disbursements at trial and on appeal.
17. This agreement shall be construed under the laws of the State of Washington. Venue for any disputes shall be in Superior Court of Klickitat County, Washington.
18. Interlocal Cooperation Act Representations. As between the two cities, this is an Interlocal Agreement under RCW Ch. 39.34. Pursuant thereto, the parties state as follows:
 - a. Duration. The duration shall be as set forth in paragraph 1, above, or as otherwise agreed to by the parties pursuant to this Agreement.
 - b. Organization. No new entity will be created to administer this agreement.

- c. **Purpose.** The purpose is to enable Tribal FishCo to operate for a three-month period in 2021 with the approval of the Cities.
- d. **Manner of Financing.** The Cities intends to finance this agreement through allocations between General Fund revenue and enterprise funds as determined by the City Administrators.
- e. **Termination of Agreement.** The parties shall have the right to terminate this agreement as provided in paragraph 1, above.
- f. **Other.** All terms are covered by this Agreement. No additional terms are contemplated.
- g. **Selection of Administrator.** The Bingen Wastewater Treatment Plant Manager shall be the Administrator for this Interlocal Agreement.
- h. **Manner of Acquiring Property.** This Agreement will not result in the acquisition of any property.

DATED this _____ of _____, 2021.

City of White Salmon




Marla Keethler, Mayor

Attest:



Jan Brending, Clerk Treasurer

Approved as to Form:



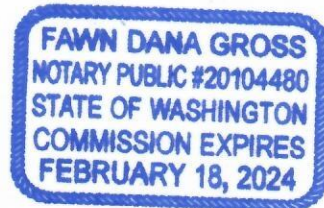
Kenneth B. Woodrich, City Attorney

DATED this _____ day of _____, 2021.



Betty Barnes, Mayor

Attest:



Fawn Dana Gross
~~Dena Riggleman, Deputy Clerk~~ Fawn D. Gross, Notary Public

Approved as to Form:

Christopher R. Lanz
Christopher R. Lanz, City Attorney

DATED this _____ day of _____, 2021.

Tribal FishCo LLC
