

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF YELM AND THE CITY OF SHELTON RELATED  
TO FURTHER TREATMENT OF DIGESTED SEWER SLUDGE**

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THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 6<sup>th</sup> day of November, 2018, by and between City of Yelm (Yelm), a municipal corporation of the State of Washington, and the City of Shelton (City), a municipal corporation of the State of Washington, together referred to as the Parties.

**WHEREAS**, Revised Code of Washington Section 39.34.030 authorizes cooperative efforts between public agencies; and

**WHEREAS**, City of Yelm is in need of further treatment of digested sewer sludge produced by its wastewater treatment facilities; and

**WHEREAS**, the City of Shelton Wastewater Treatment Plant has capacity to convert digested sewage sludge into Class A biosolids.

**NOW, THEREFORE**, in consideration of their mutual covenants, conditions and promises, THE PARTIES AGREE as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to establish the responsibilities of Yelm and the City in further treatment of digested sludge from Yelm- owned wastewater treatment plants. The agreed rate of compensation will be increased by a factor of 3 % (Three percent) annually, on January 1<sup>st</sup> of each year, until the duration of this Agreement is complete. The City reserves the right to periodically review and adjust the agreed rate of compensation. Proposed changes shall be mutually agreed upon by the parties and incorporated by written amendment to this Agreement.

When the digested sludge delivered to the City is 6% solids or less, Yelm will compensate the City \$0.135 per gallon.

2. **SCOPE OF AGREEMENT/WORK:**

A. Responsibilities of the City of Shelton shall be as follows:

- 1) Provide adequate infrastructure at the City's wastewater treatment plant to accept delivery of digested sludge via tanker/pump truck.
- 2) Provide further treatment of digested sludge delivered to the City's wastewater treatment plant.

B. Responsibilities of Yelm shall be as follows:

- 1) Perform all required lab tests on sewer sludge from all Yelm-owned or Yelm-used wastewater treatment locations within a window of thirty days prior to

delivery of the sludge to the City, and provide the City with the lab test results at least 48 hours prior to delivery.

- 2) Ensure that sludge meets all Washington State DOE requirements for Class "B" digested sludge and Class "A" metals testing, and share results of testing with the City in accordance with the timeframes of section (1) above.
- 3) Ensure that all digested sludge delivered to the City has been screened to a minimum standard of 6 millimeters.
- 4) Sludge delivered for treatment should be less than 6% solids. In the event solid content in the sludge is greater than 6%, the maximum amount of sludge the City will accept is 10,000 gallons per day. In no case, will the City accept sludge that is greater than 6.5% solids.
- 5) Schedule at least two weeks in advance for delivery.
- 6) Deliver only Tuesday-Thursday between the hours of 8:00 am PST and 3:00 pm PST on non-City observed holidays.
- 7) Require that sludge haulers check-in at the main office of the City's wastewater treatment plant before and after offload of sludge.

3. ADMINISTRATION OF AGREEMENT: The City of Yelm Department of Public Works will administer this Agreement for Yelm. The Shelton Public Works Department will administer this Agreement for the City.

4. DURATION OF AGREEMENT: This Agreement shall take effect upon execution of the agreement by both Yelm and the City and shall remain in effect until December 31, 2028.

5. TERMINATION OF AGREEMENT: Either party may terminate this Agreement for any reason upon 365 days advance notice to the other Party, provided that the City may immediately suspend its acceptance of sludge if Yelm is out of compliance with any of its obligations under Section I.B of this Agreement. If acceptance is suspended, the City shall give Yelm notice and an opportunity to cure any failures of Yelm's obligations. If Yelm fails to cure after a reasonable opportunity to do so, the City may terminate this Agreement at that time.

6. LEGAL/ADMINISTRATIVE ENTITY: No separate legal or administrative entity is created by or pursuant to this Agreement.

7. INDEMNIFICATION:

A. The City shall defend, indemnify and hold harmless Yelm, its officials,

officers, employees and agents for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from the City's performance under this Agreement.

B. Yelm shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from Yelm's performance under this Agreement, including any claims arising from Yelm's use of contractors to perform any of the obligations of this Agreement.

C. Solely for purposes of the indemnification provisions, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

D. The indemnification provisions shall survive the expiration or termination of this Agreement.

8. **COMPLIANCE WITH REGULATIONS AND LAWS:** The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

9. **ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other party.

10. **ATTORNEY'S FEES:** In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

11. **NOTICES:**

All notices and payments hereunder shall be sent or delivered to the following respective addresses:

To City of Yelm:  
Dept. of Public Works  
105 Yelm Ave W  
Yelm, WA 98597  
Attn: Public Works Director  
Phone: (360) 458-8412

To Shelton:  
City of Shelton  
525 W Cota St  
Shelton, WA 98337  
Attn: Public Works Director  
Phone: (360) 432-5125

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

12. **INSURANCE REQUIREMENT:** Each party shall obtain and maintain liability coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for general liability, errors and omissions, and auto liability, despite when the claim was made.

Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate or its equivalent from a solvent insurance provider confirming coverage from a solvent insurance company or pool that is sufficient to address the insurance obligations set forth above.

13. **NON-DISCRIMINATION POLICY:** Yelm and the City agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, the presence of any physical, mental, or sensory handicap, or any other status protected by law.

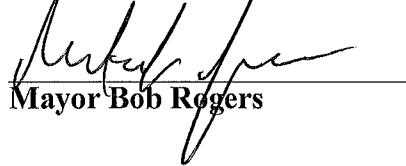
14. **FILING:** This document shall be filed with County Auditor pursuant to Chapter 39.34 RCW or, alternatively, listed by subject on either of the Party's websites.

15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

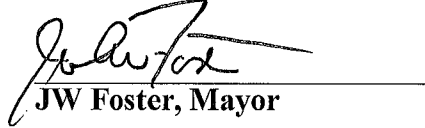
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.


DATED this 10<sup>th</sup> day of November, 2018.

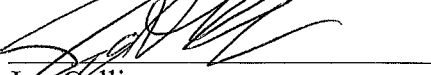
CITY OF SHELTON MAYOR  
SHELTON, WASHINGTON


  
\_\_\_\_\_  
Mayor Bob Rogers

CITY OF YELM MAYOR  
YELM, WASHINGTON

  
\_\_\_\_\_  
JW Foster, Mayor

ATTEST:  
  
\_\_\_\_\_  
Donna Nault, Interim City Clerk  
Approved as to form:

  
\_\_\_\_\_  
Jon Collins  
City Attorney

ATTEST:  
  
\_\_\_\_\_  
Lori Mosman, City Clerk  
Approved as to form:

\_\_\_\_\_  
Brent Dille  
City of Yelm Attorney

STATE OF WASHINGTON )  
 ) ss.  
YELM OF \_\_\_\_\_)

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, being one of the municipal corporations that executed the within and foregoing instrument, and they acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
YELM OF \_\_\_\_\_)

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Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_