

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

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 27th day of February, 2017, by and between Mason County (County), a political subdivision 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, Mason County 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 the County and the City in further treatment of digested sludge from County-owned wastewater treatment plants. The agreed rate of compensation will be increased by a factor of 3 % (Three percent) annually, on January 1st 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 greater than 1.5% solids, Mason County will compensate the City \$0.69 per dry pound of digested sludge treated.

When the digested sludge delivered to the City is 1.5% solids or less, Mason County will compensate the City \$0.092 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 the County shall be as follows:

- 1) Perform all required lab tests on sewer sludge from all County-owned or County-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 4% solids. In the event solid content in the sludge is greater than 4%, 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% 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 Mason County Department of Public Works will administer this Agreement for the County. 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 the County and the City and shall remain in effect until December 31, 2026.

5. TERMINATION OF AGREEMENT: The County may terminate this Agreement for any reason upon 10 days advance notice to the City. The City may terminate this Agreement for any reason upon 365 days advance notice to the County, provided that the City may immediately suspend its acceptance of sludge if the County is out of compliance with any of its obligations under Section I.B of this Agreement. If acceptance is suspended, the City shall give the County notice and an opportunity to cure any failures of the County's obligations. If the County 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 the County, 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. The County 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 the County's performance under this Agreement, including any claims arising from the County'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 Mason County:
Dept. of Public Works
100 W Public Works Drive
Shelton, WA 98584
Attn: Public Works Director
Phone: (360) 427-9670

To Shelton:
City of Shelton
525 W. Cota Street
Shelton, WA 98337
Attn: City Clerk
Phone: (360) 473-5290

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: The County 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 the 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 27th day of February, 2017.

**CITY OF SHELTON COMMISSIONERS
SHELTON, WASHINGTON**

Gary H. Cronce
Gary H. Cronce, Mayor

Tracy Moore
Tracy Moore, Commissioner

Kathy McDowell
Kathy McDowell, Commissioner

**BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON**

Kevin Schutty
Kevin Schutty, Chair

Terri Jeffreys
Terri Jeffreys, Vice Chair

Randy Neatherlin
Randy Neatherlin, Commissioner

ATTEST:

Vicki Look
Vicki Look, City Clerk
Approved as to form:

N/A
Kathleen Haggard
City Attorney

ATTEST

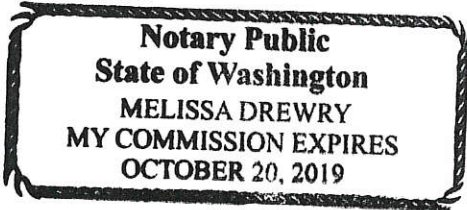
Melissa Drewry
~~Julie Almanzor~~, Clerk of the Board - Melissa Drewry
Approved as to form:

Tim Whitehead
Tim Whitehead
Mason County Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Mason)

ON THIS 7th day of February, 2017, before me, personally appeared Kevin Shuttly, Chair and Randy Weatherlin & Terri Jeffreys, to me known to be the County Commissioners and _____ of Mason County, WA, 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.

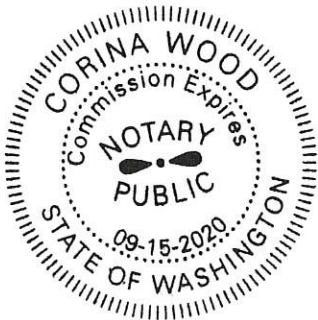


Melissa Drewry
Notary Public in and for the State of Washington,
Residing at Allyn, WA
My commission expires Oct. 20, 2019

STATE OF WASHINGTON)
) ss.
COUNTY OF Mason)

ON THIS 27th day of February, 2017, before me, personally appeared Cary Grace, Tracy Moore and Kathleen McDowell, to me known to be the Mayor and Commissioners of Shelton, WA, 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.



Corina Wood
Notary Public in and for the State of Washington,
Residing at Mason County, WA
My commission expires 9/15/20