

**INTERLOCAL AGREEMENT
BETWEEN THE WASHINGTON STATE PARKS AND RECREATION
COMMISSION AND THE CITY OF SHELTON RELATED TO FURTHER
TREATMENT OF DIGESTED SEWER SLUDGE
State Parks Contract # IA 719-111**

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 6th day of March, 2018, by and between Washington State Parks and Recreation Commission ("State Parks"), an agency 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, State Parks 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 State Parks and the City in further treatment of digested sludge from State Parks 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, State Parks will compensate the City \$0.71 per dry pound of digested sludge treated.

When the digested sludge delivered to the City is 1.5% solids or less, State Parks will compensate the City \$0.095 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 State Parks shall be as follows:

- 1) Perform all required lab tests on sewer sludge from State Parks owned or State Parks 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: State Parks SW Region Maintenance Manager will administer this Agreement for State Parks. The Shelton Public Works Department will administer this Agreement for the City. The designated point of contact for State Parks is: Doug Vazquez, SW Region Maintenance Manager, (360)956-4809, Doug.Vazquez@parks.wa.gov. The designated point of contact for the City is: Craig Gregory, City of Shelton Public Works Director, (360)432-5125, Craig.Gregory@sheltonwa.gov.

4. DURATION OF AGREEMENT: This Agreement shall take effect upon execution of the agreement by both State Parks and the City and shall remain in effect until December 31, 2023, unless terminated pursuant to section entitled "Termination of Agreement".

5. TERMINATION OF AGREEMENT: State Parks may terminate this Agreement for any reason upon 10 days' advance notice to the City. The City may terminate this Agreement with or without cause upon 30 days' advance notice to State Parks, provided that the City may immediately suspend its acceptance of sludge if State Parks is out of compliance with any of its obligations under Section I.B of this Agreement. If acceptance is suspended, the City shall give State Parks notice and an opportunity to cure any failures of State Parks' obligations. If State Parks fails to cure within thirty (30) days' of the date of notice of breach, the City may terminate this Agreement at that time. Additionally, the City may terminate this Agreement if deemed necessary by the City in light of facility capacity, City funding and/or operations issues rendering continued performance unduly burdensome to the City, force majeure or similar considerations, with termination effective immediately upon notice to State Parks. In no event shall the City be responsible or liable for any claims or damages alleged by State Parks arising from or related to the City's termination of this Agreement.

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

7. INDEMNIFICATION:

A. To the extent provided by law, the City shall defend, indemnify and hold harmless State Parks, 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. To the extent provided by law, State Parks 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 State Parks' performance under this Agreement, including any claims arising from State Parks 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 State Parks:
SW Region Maintenance Shop
11838 Tilley Rd SW
Olympia, WA 98512-9167
Attn: Region Maintenance Manager
Phone: (360) 956-4809

To Shelton:
City of Shelton
525 W. Cota Street
Shelton, WA 98584
Attn: Public Works
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: The City 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.

State Parks shall obtain and maintain the following coverage:

A. Insurance Term

State Parks shall procure and maintain insurance, as required in this Section, through the term of this Agreement and for thirty (30) days after Agreement termination, unless otherwise indicated herein.

B. No Limitation

State Parks' maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of State Parks to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

State Parks' required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the State Parks' Commercial General Liability insurance policy with respect to the content deliveries to the City facility, using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage
3. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy

precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The Public Entity shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

State Parks shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
3. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

E. City Full Availability of State Parks Limits

If State Parks maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by State Parks, irrespective of whether such limits maintained by State Parks are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by State Parks.

State Parks agrees to provide the City 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:** State Parks 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 disability, or any other status protected by law.

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

15. **AUTHORITY:** State Parks represents that by appropriate action pursuant to the law of State Parks governing body, State Parks is duly authorized to enter into this Agreement. State Parks has finance

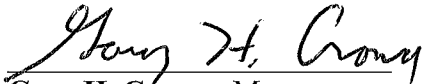
approval for payments specified herein.

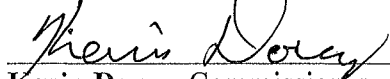
16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.


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

DATED this 6 day of March, 2018.

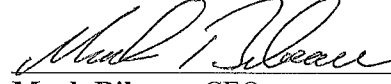
**CITY OF SHELTON COMMISSIONERS
SHELTON, WASHINGTON**


Gary H. Cronce, Mayor

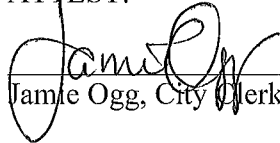

Kevin Dorcy, Commissioner


Kathy McDowell, Commissioner

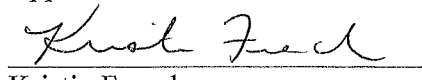
**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**


Mark Bibeau, CFO

ATTEST:


Jamie Ogg, City Clerk

Approved as to form:


Kristin French
City Attorney