

When recorded, return to:

Space for Recorder's use:

TOWN OF FRIDAY HARBOR
POB 219
FRIDAY HARBOR, WA 98250

**INTERLOCAL AGREEMENT FOR DISPOSAL OF BIOSOLIDS
BETWEEN THE TOWN OF FRIDAY HARBOR
AND THE TOWN OF LA CONNER**

THIS AGREEMENT, is made this 19th day of November 2019, by and between the Town of Friday Harbor, a Washington municipal corporation (hereinafter "TFH"), and the Town of La Conner, a Washington municipal corporation (hereinafter "LC"); and

WHEREAS, LC has the facilities and expertise to treat, dispose of and/or create compost from biosolid waste; and

WHEREAS, TFH has need for disposal of the biosolids which are generated at the TFH Wastewater Treatment Plant located in the Town of Friday Harbor, Washington and TFH requires the facilities and expertise maintained by LC;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Program.** LC agrees to accept and compost biosolids delivered by TFH in accordance with the terms and conditions attached as Exhibit A and incorporated by this reference as if set forth in full.
2. **Payment.**
 - A. When tipping charges are due, LC shall submit an invoice to TFH not more frequently than monthly for charges through a set date, and TFH shall pay said invoice within thirty (30) days after the date of submittal.

- B. If TFH objects to all or any portion of any invoice, it shall notify LC within thirty (20) days from the date of receipt and shall pay the portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion. If they are unable to resolve their dispute, the parties agree to use mediation to resolve their differences.
- C. The prices to be paid are set forth in the attached Exhibit A which has been incorporated by this reference as fully as if herein set forth. The charge for disposal of biosolids set forth in such Exhibit may be amended from time to time upon provision of sixty (60) days prior written notice from LC to TFH. LC shall not increase the tipping fee more than 10% in any calendar year without agreement of TFH. Upon receipt of such notice, TFH may terminate this agreement or, by continuing to ship biosolids for disposal, agree to the amendment of this agreement to incorporate such new charge. In such event, Exhibit A shall be deemed amended to incorporate such new charge.
3. **Duration.** This Agreement shall become effective upon execution and shall remain in effect for an initial term until August 31, 2024. Unless terminated as provided below, the Agreement may continue in effect at the mutual agreement of the parties for up to two additional two-year terms.
4. **Termination.** LC, as operator of the plant, specifically reserves the right to terminate this Agreement at any time upon a minimum of 180 days advance written notice, provided, however, LC may terminate this Agreement upon 60 days advance written notice if the biosolids delivered by TFH fail to meet any of the performance standards mandated in Exhibit A. Before termination based on claimed TFH failure to meet performance standards, LC shall provide TFH notice of the alleged violation and provide TFH the opportunity to correct said violations within 20 days.
5. **Indemnification and Hold Harmless.** It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- The parties specifically assume potential liability for actions brought by their own employees against the other party and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the State Industrial Insurance Law, RCW 51. THE PARTIES RECOGNIZE THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
6. **Miscellaneous Disclosures as Required by RCW 39.34.030.** No separate legal entity shall be created by this Agreement, and each party hereto shall be responsible for its own budgeting of funds transferred under this Agreement. No property shall transfer ownership or be jointly owned as a result of this Agreement. LC shall serve as the administrator of this Agreement.

7. **Entire Agreement.** The written provisions and terms of this Agreement, together with all Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
8. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of LC and TFH.
9. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit brought by either party arising out of this Agreement shall only be maintained in a court of competent jurisdiction in Skagit County, Washington.
11. **Filing.** This Agreement shall be filed with the Skagit County Auditor and San Juan County Auditor as required by RCW 39.34.040.

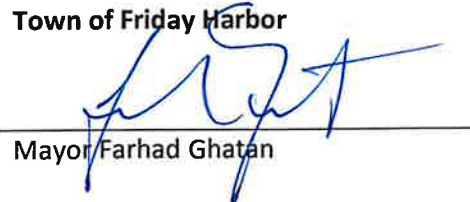
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Town of La Conner



Mayor Ramon Hayes

Town of Friday Harbor



Mayor Farhad Ghatan

EXHIBIT A

The Town of La Conner agrees to accept Town of Friday Harbor biosolids to meet TFH disposal needs. LC approval is based upon the following conditions:

- Shipments will be received at a time agreed to by both agencies with notice at least twenty-four (24) hours in advance.
- A \$9.00 monthly administrative fee shall be charged for any month in which LC accepts delivery of any quantity of materials. In addition, Tipping fees shall be as follows:
 - For materials less than 10% solid – 10 cents/gallon
 - For materials 10% to 30% solid – \$58.00/ton
- LC shall be responsible for material after delivery. TFH must deliver materials in a container approved by LC.
- All biosolids delivered by TFH to LC shall comply with pollutant concentration limits for exceptional quality biosolids as specified in WAC 173-308-160, Table 3. Analysis of the biosolids shall be conducted by TFH at a frequency no less than that specified by the Biosolids General Permit, with results provided to LC for verification and record keeping.

TABLE 3 - POLLUTANT CONCENTRATION LIMITS

pollutant	Limit Monthly Average in Milligrams per Kilogram (Dry Weight Basis)
Arsenic	41
Cadmium	39
Copper	1500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2800

COPY

RESOLUTION NO. 2508

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute an interlocal agreement with the Town of La Conner for disposal of biosolids.

WHEREAS, the Town of Friday Harbor has a need for disposal of the biosolids generated at its Wastewater Treatment Plant; and

WHEREAS, the Town of La Conner has the facilities and expertise to treat, dispose of and/or create compost from biosolid waste; and

WHEREAS, the Town of La Conner has agreed with conditions to accept bio-solids from the Wastewater Treatment Plant as part of its composting program until a long-term agreement is negotiated; and

WHEREAS, the Parties have negotiated a long-term agreement that is in the best interests of Friday Harbor and La Conner;

NOW, THEREFORE, the Council of the Town of Friday Harbor that the Mayor is authorized to execute an agreement with the Town of La Conner for the disposal of bio-solids from the Town Wastewater Treatment Plant.

Said agreement is attached hereto as Exhibit A.

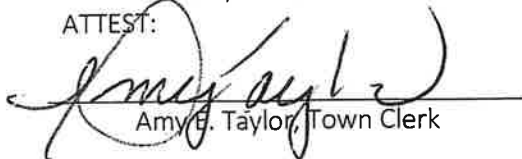
ADOPTED this 7th day of November, 2019.

TOWN OF FRIDAY HARBOR


Farhad Ghatah, Mayor

SEAL of the
Town of Friday Harbor

ATTEST:


Amy E. Taylor, Town Clerk