

**INTERLOCAL AGREEMENT FOR DISPOSAL OF BIOSOLIDS
BETWEEN THE CITY OF EDMONDS AND
THE CITY OF LYNNWOOD**

THIS AGREEMENT, is made this 15th day of August, 2011, by and between the City of Edmonds (hereinafter "Edmonds"), and the City of Lynnwood (hereinafter "Lynnwood"); and

WHEREAS, Edmonds has the facilities and expertise to treat and dispose of biosolid waste; and

WHEREAS, Lynnwood is in need of such facilities and expertise;

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. Edmonds agrees to handle the disposal and treatment of biosolids delivered by Lynnwood in accordance with the terms and conditions attached as Exhibit A and incorporated by this reference as if set forth in full. The City of Edmonds, as operator of the plant, specifically reserves as set forth below the right to terminate this Agreement at any time and the City of Edmonds will terminate this Agreement, when, in its sole discretion, it determines that the disposal of solids hereunder would interfere with the smooth, efficient and cost effective operation of the secondary sewage treatment plant.

2. Payment.

A. When charges are pending, Edmonds shall submit a monthly payment invoice to Lynnwood for services to date, and Lynnwood shall make payments within thirty (30) days after the submittal of the invoice.

B. If Lynnwood objects to all or any portion of any invoice, it shall so notify Edmonds within thirty (30) 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 an alternative dispute resolution procedure 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 by the provision of thirty (30) days prior written notice from Edmonds to Lynnwood. Upon receipt of such notice, Lynnwood may terminate this agreement or, by continuing to ship biosolids for disposal, agree to the amendment of this agreement to incorporate such new and higher 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 December 31, 2011. 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 to expire December 31, 2013 and December 31, 2015.

4. Termination. Either party may terminate this contract at any time upon sixty (60) days written notice. Edmonds reserves the right to refuse or suspend any biosolid delivery from Lynnwood at any time and for any length of time in accordance with plant operational needs. Paragraphs 2 and 5 shall survive termination of this Agreement.

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.

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. Edmonds 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 Edmonds and Lynnwood.

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 Snohomish County, Washington.

11. Filing. This Agreement shall be filed with the Snohomish 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.

CITY OF EDMONDS

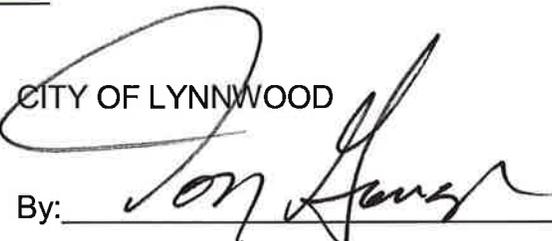
By: 
Mayor Mike Cooper

ATTEST/AUTHENTICATED:


SANDRA S. CHASE, City Clerk

APPROVED AS TO FORM:


Office of the City Attorney

CITY OF LYNNWOOD
By: 

ATTEST/AUTHENTICATED:



APPROVED AS TO FORM:


Lynnwood Attorney

EXHIBIT A

The City of Edmonds agrees to assist the City of Lynnwood with its biosolids disposal needs. Our approval is based upon the following conditions:

- Shipments will be received at a time agreed to by both agencies at least 24 hours in advance.
- The delivery route to the Edmonds Wastewater Treatment Plant (WWTP) will be from SR 104 west, right on Dayton Street, right on Second Avenue South.
- Lynnwood will be charged \$0.25 per dry pound.
- Test results performed at Edmonds WWTP will be used for billing. The method for calculating the quantity received will be as follows: Lynnwood will split a sample taken during each tanker loading destined for the Edmonds WWTP. The biosolids hauler will deliver a sample to the Edmonds WWTP for solids concentration analysis. Quantity of liquid biosolids received will be measured using the flowmeter at the plant. Edmonds WWTP personnel will log all deliveries and pounds received each day.
- Edmonds WWTP will be responsible for unloading deliveries.
- If the solids concentration generated from Lynnwood changes significantly, Edmonds WWTP will be notified in advance.
- The City of Edmonds reserves the right to refuse deliveries if plant storage tank capacity is threatened.