

AN AGREEMENT BETWEEN
THE CITY OF FORKS AND THE CITY OF PORT ANGELES FOR
BIOSOLIDS BENEFICIAL USE

City of Port Angeles

THIS AGREEMENT, is between the City of Forks, a municipal corporation (hereinafter referred to as "the Generator") and City of Port Angeles. (hereinafter referred to as the City)

WHEREAS, the Generator desires to recycle significant amounts of sewage sludge (herein referred to biosolids) produced as a by-product of its sanitary sewage treatment process; and

WHEREAS, the City has a legally permitted biosolids facility meeting the regulatory requirements of the Washington Department of Ecology, and the United States Environmental Protection agency; and

WHEREAS, this Agreement is in the best interests of both parties as well as in the best interests of the environment;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. **Witnesseth:** Generator shall tender only Acceptable Biosolids to the City as the Generator finds need to do so and in an amount as determined by the Generator. Acceptable Biosolids means biosolids that are not precluded from treatment at the City's Wastewater Treatment Plant by any law, regulation or governmental restriction that are below the current or future Environmental Protection Agency (EPA) and State of Washington standards for class B Biosolids. All Acceptable Biosolids shall be below the concentration levels for the metals listed in EPA 503.13B Table 3 for Concentration Limits. The City reserves the right to refuse acceptance of the biosolids from the Generator for the following reasons: operational problems that would not allow the City to process the biosolids brought in by the Generator; and if accepting the biosolids from the Generator would cause the City not to be able to process the sludge generated at the City's wastewater treatment facility. The City's Wastewater Superintendent and/or staff will inspect the truckloads of biosolids and upon refusal of any truckloads, the Superintendent will notify Dan Wahlgren, the Generator's Wastewater Operator, immediately.

2. **Term:** This Agreement shall commence on March 18, 2002 and will terminate three (3) years after the date of execution. Upon Satisfactory negotiation of conditions and rates for an additional two (2) year term, the Generator may exercise an option to renew the Agreement for an additional two (2) year period. The Generator may not exercise its option to renew unless the Generator has provided the City with 90 days notice prior to the expiration of this Agreement, and the parties have negotiated a mutually acceptable extension agreement.

3. **Compensation:** The Generator shall pay the City the sum of fifteen cents (\$0.15) per gallon of screened, digested Acceptable Biosolids of one percent (1%) solids content, or greater. The City waste hauler manifest form will be used by the Generator or its agents to tabulate

the total loads of biosolids delivered to Wastewater Treatment facility. Trucks delivering biosolids will be assumed to be fully loaded for the purpose of tabulating loads on the manifest form. The City Finance Department will submit an invoice to the Generator on or before the 10th day of each month following delivery of the previous months Acceptable Biosolids. The invoice shall contain the number of appropriate units received by the City together with the amount due. Payment in full shall be made by the Generator within thirty (30) days of the invoice date. The Generator shall provide documentation for the quantities of Acceptable Biosolids accepted by the City. The City shall be entitled to adjust the rate based upon operational cost increases with a minimum 90 day notice.

4. **Relationship of the Parties:** The parties understand and agree that they are independent contracting entities.
5. **Industrial Insurance:** The City and the Generator agree to provide for State Industrial Insurance coverage for their personnel as required by state law.
6. **Licenses:** The City currently possesses and agrees to maintain all necessary regulatory permits and approvals, and comply with all rules, laws, and regulations of regulatory agencies. Further, the City shall possess all necessary and required local, state and federal licenses required to fulfill its obligations under this Agreement.
7. **Title to Biosolids:** Title and ownership to Biosolids shall pass to the City after the City has accepted the Biosolids for digestion and received payments for all amounts due. All obligations, liabilities, and /or benefits associated with the treatment, processing and/or use of the biosolids shall become the City's upon receipt of the biosolids by the City's wastewater superintendent and/or staff.
8. **General Conditions:**
 - A. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, written or oral that have not been fully set forth in the text of the Agreement. If any part of this Agreement is proved to be invalid, the rest of the Agreement shall remain binding.
 - B. **Amendments:** The parties hereby further agree that this Agreement cannot be modified, or extended without the written concurrence of both parties, formally adopted and approved by their appropriate officials.
 - C. **Notices:** Any notices required to be given by the parties shall be in writing and delivered to the parties at the following addresses:

The City:	The Generator:
<u>City of Port Angeles</u>	<u>City of Forks</u>
<u>PO Box 1150</u>	<u>PO Box 1998</u>
<u>321 E. Fifth Street</u>	<u>500 E. Division</u>
<u>Port Angeles, WA 98362</u>	<u>Forks, WA 98331</u>

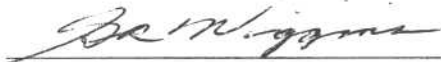
- D. **Waiver:** Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power, at any time be taken as a waiver of any other breach.
- E. **Compliance with Local, State and Federal Laws:** The City agrees to comply with all applicable local, state, and federal laws in performance of all services under this Agreement.
- F. **Applicable Law/Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any court action brought here under shall be in Clallam County Superior Court.
11. **Assignments:** Neither party shall assign its rights and duties under this Agreement without prior written consent of the other party.
12. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 90 days prior written notice, except in the case of failure by either party to meet its obligations herein resulting in a threat to public health or unlawfulness which shall be cause for immediate termination.

Dated this 17 day of March 2002.

Dated this 12 day of March 2002.

THE CITY OF PORT ANGELES

THE CITY OF FORKS



GLEN WIGGINS, Mayor



NEDRA REED, Mayor



BECKY J. UPTON, City Clerk

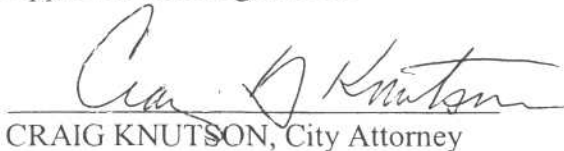
Attested and authenticated to:



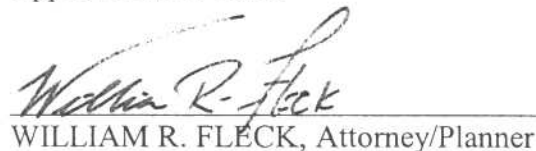
R. DANIEL LEINAN, Clerk/Treasurer

Approved as to legal form:

Approved as to form:



CRAIG KNUTSON, City Attorney



WILLIAM R. FLECK, Attorney/Planner