

INTERLOCAL COOPERATION AGREEMENT
FOR LEWIS COUNTY TO PROVIDE WOOD CHIPS TO CITY OF CENTRALIA
WASTEWATER TREATMENT PLANT

THIS AGREEMENT is made by and entered into between the CITY OF CENTRALIA (the City) and LEWIS COUNTY (the County), both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34 regarding the production of wood chips by Lewis County and the City of Centralia who has a need for wood chips as part of the composting process for the City's Waste Water Treatment Plant (WWTP).

WHEREAS, the City has a need for wood chips to be used in their WWTP compost activities and the County has a resource for producing wood chips and a need to dispose of the wood chips; and

WHEREAS, the City and the County have worked cooperatively in past years to share this resource; and

WHEREAS, the City has an ongoing need for the wood chips;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and the County agree as follows:

1. To work cooperatively together to use the wood chips produced by the County and needed by the City for the composting process.
2. That the City will agree to accept up to 300 tons per year of wood chips, this is approximately half of what the County produces. This may leave the County with a surplus of wood chips that will be given away to the public. Wood chips must be free from solid waste, plastics, etc. The City will consider the Counties contractor for hauling wood chips from the Central Transfer Station to the WWTP, but will reserve the right to contract with other contractors or possibly haul wood chips using city staff, so long as the contractors chipping process is not delayed.

3. That the City and the County agree to communicate on a regular basis regarding the need for production versus the need of wood chips. The County normally grinds wood debris every 8 months.
4. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the terms of this Agreement shall be jointly and cooperatively undertaken by the City and the County.
5. The City shall protect, save harmless, indemnify, and defend, at its own expense the County, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement. The County shall protect, save harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement.
6. This Agreement shall be for a five-year term starting on the date of execution and subject to cancellation by either Party to this agreement upon sixty (60) days or more written notice to the other said Parties.

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties hereto on the date appearing above their signatures.

Date: NOV. 27, 2018.

THE CITY OF CENTRALIA, WASHINGTON

By



Robert Hill, City Manager

By



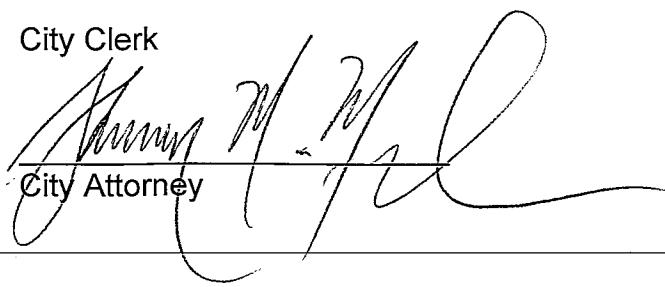
Erik Martin, Lewis County Manager

ATTEST:



ATTEST:

City Clerk



City Attorney

County Clerk



County Attorney