

LAND APPLICATION OF BIOSOLIDS

THIS AGREEMENT is hereby entered into between the City of Lincoln, Nebraska, on behalf of the Lincoln City Department of Public Works and Utilities, hereinafter referred to as "City", and the County of Lancaster, Nebraska, on behalf of Cooperative Extension, hereinafter referred to as "County", for the purpose of continuing a project wherein the City and County will cooperate in the use of wastewater residuals on crop land.

WHEREAS, the City's Wastewater Treatment Plant located at Theresa Street produces a large amount of residual waste, hereafter known as biosolids; and

WHEREAS, biosolids have the potential to be used as organic fertilizer on agricultural crop lands in Lancaster County; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to enter into agreements with one another for joint or cooperative action on a bases of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the City desires crop producers to utilize biosolids from the Lincoln Theresa Street Treatment Facilities as an organic fertilizer and soil amendment on agricultural crop lands located in Lancaster County; and

WHEREAS, Cooperative Extension in Lancaster County can assist in the development and operation of the project by providing educational assistance, technology transfer, analysis of information, and coordination of the education program.

NOW, THEREFORE, based upon the mutual terms and conditions contained herein it is hereby agreed between the parties as follows:

1. Description of Project. The project will develop economically and environmentally sound practices for utilization of biosolids from the Lincoln Theresa Street Treatment Facilities, for use as organic fertilizer and soil amendments on agricultural crop lands in Lancaster County. The primary goal would be to utilize an estimated 30,000 tons of biosolids annually. The biosolids will be applied to approximately 1,000 acres of farmland annually from an identified base of 12,000 to 15,000 acres used primarily for the production of agricultural crops. The effects of the applications will be closely monitored, and data will be gathered and compiled regarding the effects of the application of biosolids.

2. Term. This agreement shall continue in full force and effect from the day and year first executed until terminated as herein provided.

3. Responsibilities of City. The City shall be responsible for performing the following duties under this Agreement:

- (a) Production of biosolids that is within the guidelines that have been established by EPA 503 Regulation (Title 40 of the Code of Federal Regulations [CFR], Part 503), hereafter known as “the EPA Part 503 Regulations;
- (b) Designation of an authorized staff representative from the Department of Public Utilities, Wastewater and Sanitary Landfill Division, to coordinate activities of the project with the designated staff representative of the County;
- (c) Providing for the necessary hauling of biosolids to cooperator’s fields or the Temporary Holding Facility at the North Bluff Landfill;
- (d) Assisting in the development of markets, public education, and customer contract negotiation as needed;
- (e) Obtaining and complying with all local, state and federal laws and regulations, including the City’s National Pollutant Discharge Elimination System Permit, regarding the application of biosolids to crop lands;

- (f) Providing physical and chemical analysis data which may be necessary for complying with EPA Part 503 Regulations and other said laws, regulations and permits and assumes sole responsibility for any warranties or representation of the fitness of biosolids for the purposes outlined by this agreement and shall indemnify and hold the County, its officials and employees harmless for any claims with respect to that issue; and
- (g) Maintaining overall management and funding of the project;
- (h) Maintaining insurance coverage on all City owned manure spreaders utilized by those farmers participating in the biosolids program. The City agrees that it will be responsible for any and all damages and expenses that may occur to the spreaders, except those damages and expenses that are caused by the sole negligence of the County. The parties agree that any loss, theft, or damage that may occur while such spreader is in the control or possession of a participating farmer is the responsibility of the equipment user as per the standard rental agreement for biosolids applicator equipment.

4. Responsibilities of the County. The County shall be responsible for performing the following duties under this Agreement:

- (a) Developing, administering, evaluating and providing administrative support for educational programs and the transfer of technology of the methods and techniques of application of waste residues to agricultural crop lands, including the providing of educational program organization and supervision through an agent of Cooperative Extension of Lancaster County;
- (b) Providing administrative support for the project. Such support shall include:
 - (I) Identifying acceptable fields, coordinating hauling and delivery of materials, and providing cooperator training;
 - (ii) Preparation and submission of required executive order contracts between biosolids cooperators and the City;
 - (iii) Performing soil and plant tissue sampling for analysis and subsequently applying such analysis;

(iv) Developing application rates and incorporation methods for biosolids within the EPA Part 503 and other said laws, regulations and permits; and

(v) Maintaining records of application, soil and plant tissue sampling and analysis, crop performance and other related information and analysis and providing related analysis;

- (c) Physical and chemical soil analysis of all crop land soils utilized in the project will be conducted by the University of Nebraska (UNL) Soils Testing Laboratory and administered by the County. These tests will be performed on the land before application of biosolids. Any agreement with the UNL Soils Testing Laboratory related to or affecting the responsibilities of the City or County in this Agreement shall be incorporated and made a part of this Agreement.

5. Budget. The Financial support for the project shall be supplied by the City. Such financial support shall be in the amount agreed on by City of Lincoln Department of Public Works and Utilities and Lancaster County Cooperative Extension. Budgets shall be prepared according to the costs of the service provided. Therefore, the City and county shall annually, follow each jurisdiction's annual budget planning and appropriation procedures. In the case that budgeted funds are not available or of a lack of funding, neither party shall be obligated to perform the duties provided for in this agreement and either party may terminate the contract within ninety (90) days.

6. Termination. This Agreement may be terminated by either party by giving ninety (90) days written notice to the other party.

7. Reports.

- (a) Monthly status and update reports will be provided by the County that will contain general information regarding the status of delivery, cooperator participation and coordinated with personnel as designated by the City.
- (b) An annual report shall be submitted by the County which will contain

statistical information for the project. The County and City will review and determine an overall evaluation of the project annually based on this report as well as any other surveys or soil analysis available.

- (c) The County will contribute necessary documentation to the City for annual reporting to regulatory agencies.

(8) Evaluation of Educational Accomplishments. The County will evaluate the educational accomplishments of this project. The primary target group for educational programs are farmers. A second educational target group will be part of the annual report of extension activities and will be submitted to the County as well as the City.

(9) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or *policies of* insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

10. Employees. Employees of the City shall continue to be employees of the City in performing the terms of the Agreement and at no time shall they be deemed employees of the

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11. Non-Discrimination. The parties agree that in providing services pursuant to this Agreement, neither party shall discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

12. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties to the Agreement.

13. This Agreement supercedes and replaces the Interlocal Agreement executed by the County on December 5, 2000, under County Contract No. C-00-0594, and adopted by the City Council on February 26, 2001, by City Resolution No. A-80699.

EXECUTED this ____ day of _____, 2006, by the City of Lincoln, Nebraska, on behalf of the Department of Public Works and Utilities.

CITY OF LINCOLN, NEBRASKA

By: _____
Mayor Coleen Seng

EXECUTED this _____ day of _____, 2000, by the County of Lancaster,
Nebraska, on behalf of Cooperative Extension of Lancaster County.

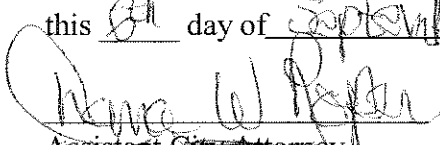
BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____
Deb Schorr, Chair

APPROVED AS TO FORM
this ____ day of _____, 2006.

Deputy County Attorney
for GARY E. LACEY
County Attorney

APPROVED AS TO FORM
this 21 day of September, 2006.


~~Assistant City Attorney~~
for DANA W. ROPER
City Attorney