

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington located at 1904 3rd Avenue, Suite 105, Seattle, Washington, and the **Town of Darrington**, (hereinafter referred to as the "Town"), a municipality of the State of Washington located at 1005 Cascade Street, Darrington Washington.

WHEREAS, it is the policy of the state of Washington to reduce outdoor burning to the greatest extent practical and to encourage the development of reasonable alternatives to burning;

WHEREAS, the Agency desires to encourage and to support reasonable alternatives to burning in its jurisdiction;

WHEREAS, the Agency, Snohomish County ("the County") and the Town have previously collaborated to provide a wood debris disposal site; and

WHEREAS, the Agency desires to partner with the Town to provide a low cost and easily accessible wood debris disposal site for the use of area residents;

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

NOW, THEREFORE, the Agency and the Town mutually agree as follows:

1. **Purpose and Scope of this Agreement:**

A. The Town agrees to perform the services described in Exhibit A, attached hereto and incorporated herein by this reference.

B. The Agency and Town agree to meet the timeframes of each task outlined in the schedule as presented in Exhibit B, attached hereto and incorporated herein by this reference.

2. **Compensation.** The Agency shall pay the Town for the cost of services detailed in Exhibit A according to the Agency Project Budget as described in Exhibit C, attached hereto and incorporated herein by this reference. The cost of these services shall not exceed \$2,550.00 annually and shall not exceed the Maximum Annual Agency Reimbursement as identified in Exhibit C of this Agreement.

The funding for this Agreement is provided by the Agency's civil penalty revenues.

To obtain payment, the Town shall submit invoices to the Agency consistent with the limits above and upon completion of tasks. Submitted invoices should show relevant time and

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material information. Charges should be broken down by the hour showing task and/or subtask performed, name of the person who performed the work, cost per hour and specific number of hours spent within a given billing period (monthly).

The Town shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days after review and approval by the Agency Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date of December 31, 2015.

Funding for work to be conducted after June 30, 2012 is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Town. The Town shall not invoice for any work or compensation under this Agreement after June 30, 2012 until so authorized by the Agency Project Manager. If funding is not made available in any fiscal year, the Agency may terminate this Agreement. Notice of termination shall be made in writing to the Town.

3. **Term.** The effective date of this Agreement is March 1, 2011. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Town.

The termination date of this Agreement is December 31, 2015.

4. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement.

City	Agency
Lyla Boyd	Project Manager: Mario Pedroza
City of Darrington	Puget Sound Clean Air Agency
PO Box 397 Darrington, WA 98241	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 360-436-1131	Phone: 206-689-4023
Fax: 360-436-0221	Fax: (206) 343-7522
E-mail address: darrecityhall@frontier.com	E-mail address: mariop@pscleanair.org

5. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement or in the terms in the Agreement. The parties shall mutually agree to changes by written amendment to the Agreement.

6. **Subcontracting.** The Town shall not enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of the Town to the Agency for any breach in the performance of the Town's duties.

7. **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by a party, in whole or in part, without the express prior written consent of the other party.

8. **Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

9. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

PUGET SOUND CLEAN AIR AGENCY

TOWN OF DARRINGTON

By: *Craig T. Kenworthy*
Craig T. Kenworthy
Executive Director

By: *Joyce A. Jones*
Joyce A. Jones
Mayor

Date: 8/17/2011

Date: 8/11/11

Approved as to Form:

By: *Laurie Halvorson*
Laurie Halvorson
Director of Compliance and Legal

Date: 8/17/11

EXHIBIT A – SCOPE OF WORK

Task	Agency
<p>Task 1 – Puget Sound Clean Air Agency Duties</p>	<ul style="list-style-type: none"> • Pay the wages for a site attendant, in accordance with Exhibit C of this Agreement. The site attendant shall be provided by the Town to staff the wood debris site located at the Hampton Lumber Mill Log Yard located at 29208 SR 530 NE, Darrington, WA, on the designated collection days in accordance with Exhibit B of this Agreement; and • Pay the cost of hauling and recycling a container of yard debris, in accordance with Exhibit C of this Agreement. The container shall be placed at the collection site at the Hampton Lumber Mill Log Yard.
<p>Task 2 – Town of Darrington Duties</p>	<ul style="list-style-type: none"> • Provide a site attendant to staff the wood debris site located at the Hampton Lumber Mill Log Yard located at 29208 SR 530 NE, Darrington, WA, from opening to closing hours on the designated collection days; • Collect volume and address data for people using site to be provided to the Agency and the County upon request. • If costs exceed those outlined in Exhibit C, pay for the remaining site attendant wages; and • If costs exceed those outlined in Exhibit C, pay for the remaining cost of hauling a container for recycling yard debris;

EXHIBIT B – SCHEDULE

Annual Timeframe	Implementation Description
January to March	<ul style="list-style-type: none"> The County will provide program planning and outreach design.
By 4 th week of March	<ul style="list-style-type: none"> The County will send the Clean-up Event flyers to printers.
By 5 th week of March	<ul style="list-style-type: none"> The County will place Clean-up Event flyers in the mail.
Second Saturday of April	<ul style="list-style-type: none"> The Town will conduct opening day for the Wood Debris Collection site, which coincides with the annual Darrington Clean-up Event.
Monday following Clean-up Event	<ul style="list-style-type: none"> The County will send the wood debris program postcard to printers.
By 4 th week of April	<ul style="list-style-type: none"> The County will place the wood debris postcards in the mail.
Last Sunday in April	<ul style="list-style-type: none"> First day of operation of the wood debris site. The site is expected to be open twice per month - on the second and last Sundays of each month, except on Memorial Day weekend.
April through November	<ul style="list-style-type: none"> Operation of the wood debris site. Typically the site is open from 9 am to 3 pm on the second and last Sunday of each month.
December	<ul style="list-style-type: none"> Hold a meeting by the end of the month, between the Agency, County, and Town to assess the success of the program and discuss any plans for operations in the following year.

EXHIBIT C – BUDGET

Annual Agency Expenditures	Total	Notes and Assumptions
Wages for a site attendant.	\$1,950	The site attendant is employed by the Town of Darrington.
Hauling and recycling of a yard debris container.	\$600	Currently a Waste Management NW drop box container is staged at the wood debris site. This fee provides for the recycling and pick-up of one container.
Maximum Annual Agency Reimbursement	\$2,550.00	



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

JOYCE A. JONES, MAYOR

Typed Name & Title of Authorized Representative

Joyce A. Jones

Signature of Authorized Representative

8/11/11

Date

I am unable to certify to the above statements. My explanation is attached