

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 **Snohomish County, Solid Waste Division**, (hereinafter referred to as the "County"), a political subdivision of the State of Washington located at 3000 Rockefeller Avenue, MS 607, Everett, 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 desires to partner with the County and 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, the County and the Town mutually agree as follows:

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

The County has funded the Darrington wood debris collection program in the past. This has been a successful program that the County would like to continue. However, due to budget cuts, the County was going to have to cut this program. This Agreement allows this program to continue for this year by having the Agency provide up to a total of \$5000 to the County and the Town to offset costs of continuing the program. The funds provided by the Agency will offset the County's costs of printing a wood debris program flyer and mailing a wood debris program postcard, and also offset the Town's cost of wages for a site attendant employed by the Town.

A. Duties of the Agency

The Agency agrees to:

1. Pay a portion of the printing costs of a wood debris program flyer in accordance with Section 2 of this Agreement;
2. Pay a portion of the postage cost of mailing a wood debris program postcard via US mail in accordance with Section 2 of this Agreement;

3. Pay a portion of the wages for a site attendant employed 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 Section 2 of this Agreement; and
4. Pay a portion of the cost of hauling a container and recycling yard debris collected at the Hampton Lumber Mill Log Yard located at 29208 SR 530 NE, Darrington, WA, in accordance with Section 2 of this Agreement.

B. Duties of the County

The County agrees to:

1. Design the annual Darrington Clean-up Event flyer which highlights the annual opening of the wood debris collection site in April;
2. Pay a portion of the printing cost of the Clean-Up Event flyer;
3. Pay a portion of the postage cost of mailing the Clean-Up Event flyer via U.S. mail;
4. Design a wood debris program postcard to educate Darrington area residents on the days the wood debris site will be open; the hours of operation of the wood debris site; what types of materials are accepted and which materials are not accepted at the site; and any updates to outdoor burning regulations;
5. Provide program assistance to the Town in the form of database maintenance, map production, and general expertise; and
6. Generate program maps and statistics for the Agency when requested.

C. Duties of the Town

The Town agrees to:

1. 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; and
2. Collect volume and address data for people using site to be provided to the Agency and the County upon request.

D. Program Implementation Timeline

The parties agree to the following timeline for 2010:

1. January to March: The County will provide program planning and outreach design.
2. By March 22, 2010: The County will send the Clean-up Event flyers to printers.
3. By March 29, 2010: The County will place Clean-Up Event flyers in the mail.

4. By April 10, 2010: The Town will conduct opening Day for Wood Debris Program – Darrington Clean-Up Event.
5. By April 12, 2010: The County will send the wood debris program flyer to printers.
6. By April 19, 2010: The County will place the wood debris program flyers in mail.
7. By April 25, 2010: 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. The anticipated schedule is as follows: April 25th, May 9th, May 30th, June 13th, June 27th, July 11th, July 25th, August 8th, August 29th, September 12th, September 26th, October 10th, October 31st, and November 14th, 2010.
8. In November or December, 2010 – Hold a meeting by December 31, 2010, between the Agency and the County to assess the success of the program and discuss any plans for operations in the following year.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$5,000.00 and shall be paid as follows:

- A. The total amount paid by the Agency for the printing cost of a wood debris program flyer shall not exceed \$1950.00.
- B. The total amount paid by the Agency for the postage cost of sending out a wood debris program postcard via US mail shall not exceed \$500.00.
- C. The total amount paid by the Agency for the wages for a site attendant employed by the Town of Darrington to staff the wood debris site shall not exceed \$1950.00.
- D. The total amount paid by the Agency for the hauling and recycling yard debris shall not exceed \$600.00.

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

To obtain payment, the County and/or 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 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 County and/or 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, 2010.

Funding for work to be conducted after June 30, 2010 is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the County and the Town.

The County and the Town shall not invoice for any work or compensation under this Agreement after June 30, 2010 until so authorized by the Agency Project Manager.

3. **Term.** The effective date of this Agreement is March 1, 2010. 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 County and/or the Town.

The termination date of this Agreement is December 31, 2010.

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

County	City	Agency
Jon Greninger	Lyla Boyd	Project Manager: Mario Pedroza
Snohomish County Solid Waste Division	City of Darrington	Puget Sound Clean Air Agency
3000 Rockefeller Ave, MS 607 Everett, WA 98201	PO Box 397 Darrington, WA 98241	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 425-388-6484	Phone: 360-436-1131	Phone: 206-689-4023
Fax: 425-388-7044	Fax: 360-436-0221	Fax: (206) 343-7522
E-mail address: Jon.greninger@snoco.org	E-mail address: darrcityhall@glacierview.net	E-mail address: mariop@psccleanair.org

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

6. **Subcontracting.** No party, or any subcontractor of a party, shall 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 County and/or the City to the Agency for any breach in the performance of the County's and/or the City'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 two parties.

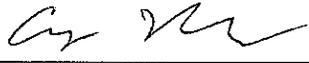
8. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

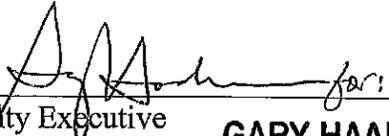
9. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

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

PUGET SOUND CLEAN AIR AGENCY

SNOHOMISH COUNTY

By: 
~~James L. Nolan~~
~~Interim Executive Director~~
Craig Kenworthy
Date: 10/20/10

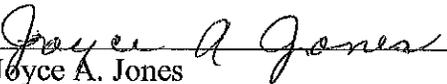
By: 
County Executive **GARY HAAKENSON**
Deputy County Executive
Date: 9/27/10

Approved as to Form:

COUNCIL USE ONLY	
Approved:	<u>9/22/10</u>
Docfile:	<u>D-19</u>

By: 
Laurie Halvorson
Director of Compliance and Legal
Date: 10/20/10

TOWN OF DARRINGTON

By: 
Joyce A. Jones
Mayor
Date: 10-13-10



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 OF DARRINGTON

Typed Name & Title of Authorized Representative

Joyce A. Jones

Signature of Authorized Representative

10-13-10

Date

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



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1904 3rd Ave., Ste 105
Seattle, WA 98101

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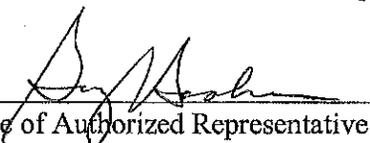
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GARY HAAKENSON
Deputy County Executive

Typed Name & Title of Authorized Representative


Signature of Authorized Representative

COUNCIL USE ONLY	
Approved:	9/22/10
Docfile:	D-19

9/27/10
Date

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