

Interlocal Agreement No. 2012007-0-MOU

**INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE PUGET SOUND CLEAN AIR AGENCY
FOR CONTINUING SUPPORT, OPERATION AND FUNDING OF THE
DARRINGTON WOOD DEBRIS COLLECTION SITE**

THIS AGREEMENT is made and entered into this first day of April, 2011, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the Puget Sound Clean Air Agency, an air pollution control authority of the State of Washington (hereinafter referred to as the "Agency") as follows:

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; and

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

WHEREAS, the Agency, the County and the Town of Darrington have previously collaborated to provide a wood debris disposal site; and

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

WHEREAS, the Agency wishes to contract with the County for certain services related to the operation of the Darrington wood debris disposal site pursuant to the authority provided by RCW 39.34 et. seq.;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. Scope of Services.

- a. The County agrees to perform the services described in Exhibit A, attached hereto and incorporated herein by this reference.
- b. The Agency and County 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.

Section 2. Cost of Services. The Agency shall pay the County 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 \$2,450.00 annually and shall not exceed the

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Maximum Annual Agency Reimbursement as identified in Exhibit C of this Agreement.

Section 3. Funding for Services. Funding for this Agreement is provided by the Agency's civil penalty revenues. Funding for work to be conducted after June 30 of the current year is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the County. The County shall not proceed to perform any work under this agreement after June 30 of the current year, until so authorized by the Agency's Project Manager. If funding is not made available in any fiscal year, the Agency may terminate this Agreement in accordance with Section 6.

Section 4. Payment for Services. The County shall invoice the Agency on a quarterly basis for actual expenses incurred by the County while providing services described in Exhibit A, up to an amount not exceeding that set forth in this Agreement. The County shall document in detail and report to the Agency all expenses incurred in performing the services. Payment for such services shall be made to the County by the Agency within ~~sixty~~ (30) days of billing receipt.

~~thirty~~ *DL MP CTK*

Section 5. Duration. This Agreement shall take effect upon execution by the parties and recording with the Snohomish County Auditor in accordance with chapter 39.34 RCW, and shall continue in effect until December 31, 2015, unless earlier terminated by either party in accordance with Section 6. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement and prior to normal expiration, this Agreement may be terminated by either party upon notice to the other party in accordance with Section 6.

Section 6. Amendments, Extension, or Termination. This Agreement may be amended, altered, clarified, or extended only by written agreement of the parties. Either party may terminate this Agreement upon written notice to the other party received thirty (30) days prior to the date of termination. The parties agree to enter into negotiations to amend or reconfirm this Agreement no later than six (6) months prior to its expiration.

Section 7. No Third Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

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Section 8. Hold Harmless. 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.

Section 9. Default and Remedies. If either party to this Agreement fails to perform any act or obligation required to be performed hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (Default) under this Agreement. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or equity.

Section 10. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

Section 11. Access to Books/Records. Each party may, at reasonable times, inspect the books and records of the other party relating to performance of this Agreement. Each party shall keep all records required by this Agreement for five years after termination of this Agreement for audit or inspection by the other party.

Section 12. Direction and Control. The parties agree that the County will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Agency. The parties agree that the County is not entitled to any benefits or rights enjoyed by employees of the Agency. The County specifically has the right to direct and control its own activities in providing the agreed services in accordance with specifications set out in this Agreement. The Agency shall only have the right to ensure performance.

Section 13. Severability. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

Section 14. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

Section 15. Nonassignment. The County shall not subcontract or assign any of the rights, duties, or obligations covered by this Agreement without the prior express

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written consent of the Agency which may be granted or withheld in the Agency's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

Section 16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

Section 17. Notices and Communication. All notices and communications shall be made to:

Snohomish County
Solid Waste Division
ATTN: Jon Greninger
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
Phone: 425.388.6484
Email: jon.greninger@snoco.org

Puget Sound Clean Air Agency
ATTN: Mario Pedroza
1904 Third Avenue, Ste 105
Seattle, WA 98101
Phone: 206.689.4023
Email: mariop@pscleanair.org

Section 18. Invoice and Payment Submittal. All invoices and payments shall be submitted to:

Puget Sound Clean Air Agency
ATTN: Manager of Finance and Purchasing
1904 Third Avenue, Ste 105
Seattle, WA 98101

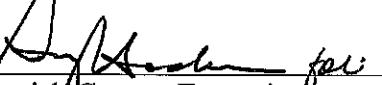
Snohomish County
Solid Waste Division
ATTN: Darren Robb
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

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Section 19. Complete Agreement. This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

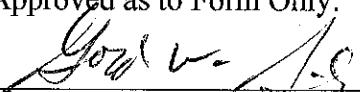
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SNOHOMISH COUNTY


Snohomish County Executive

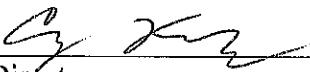
1/11/12
Date Signed **GARY HAAKENSEN**
Attest: **Deputy County Executive**

Approved as to Form Only:


Deputy Prosecuting Attorney

10/24/11
Date Signed

PUGET SOUND CLEAN AIR AGENCY


Director

1/30/12
Date Signed

Attest:

Approved as to Form Only:


Laurie Halvorson
Director of Compliance and Legal

1/30/2012
Date Signed

COUNCIL USE ONLY	
Approved:	<u>1-11-12</u>
Docfile:	<u>D-19</u>

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EXHIBIT A – SCOPE OF WORK

Task	Agency
Task 1 – Puget Sound Clean Air Agency Duties	<ul style="list-style-type: none">• Pay the printing costs of a wood debris program postcard in accordance with Exhibit C of this Agreement; and• Pay the postage cost of mailing a wood debris program postcard via US mail in accordance with Exhibit C of this Agreement;
Task 2 – Snohomish County Solid Waste Division Duties	<ul style="list-style-type: none">• Design the annual Darrington Clean-up Event flyer which highlights the annual opening of the wood debris collection site in April;• Pay for the printing cost of the Clean-Up Event flyer;• Pay for the postage cost of mailing the Clean-Up Event flyer via U.S. mail;• 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;• If costs exceed those outlined in Exhibit C, pay for the remaining printing costs of a wood debris program postcard;• If costs exceed those outlined in Exhibit C, pay for the remaining postage to send the wood debris program postcard via US mail;• Provide program assistance in the form of database maintenance, map production, and general expertise; and• Generate program maps and statistics for the Agency when requested.

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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.

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EXHIBIT C – BUDGET

Annual Agency Expenditures	Total	Notes and Assumptions
Printing wood debris program postcard.	\$1,950	Typically the postcard is sent via US mail to approximately 1700 Darrington area residents.
Postage via US mail for wood debris program postcard.	\$500	
Maximum Annual Agency Reimbursement	\$2,450.00	



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

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

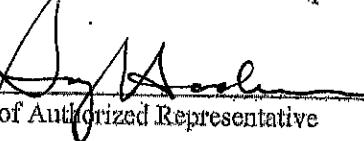
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

**GARY HAAKENSEN
Deputy County Executive**

Typed Name & Title of Authorized Representative


Signature of Authorized Representative

1/13/12
Date



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