

RECEIVING NO. 4582

DATE 11-29-11

CITY CLERK [Signature]

ORIGINAL AGREEMENT

between

Woodinville

&

City of Bothell

**INTERLOCAL AGREEMENT FOR 2012-2013 11-073
BETWEEN
CITY OF BOTHELL AND THE CITY OF WOODINVILLE**

This Interlocal Agreement (hereinafter referred to as Agreement) is executed between the municipal corporations of the City of Bothell, hereinafter referred to as "Bothell" and the City of Woodinville, hereinafter referred to as "Woodinville" for the purpose of providing joint community outreach and education programs related to waste reduction and recycling.

WHEREAS, in 2011 the Washington State Department of Ecology, hereinafter referred to as "Ecology" implemented a new policy that established a minimum funding level of \$30,000 for Coordinated Prevention Grants (CPG) effective for the 2012-13 grant cycle; and

WHEREAS, Cities who will receive less than \$30,000 may partner with one or more other Cities and submit one CPG application and scope to Ecology with a combined total that is over \$30,000; and

WHEREAS, Bothell and Woodinville agree to a cooperative government partnership for CPG funding; and

WHEREAS, Bothell will act as lead agency on behalf of both Cities on the application, contract, invoicing and reporting with Ecology; and

WHEREAS, Bothell and Woodinville agree to share in the cost to provide Community Outreach and Education Events under this funding; and

WHEREAS, Bothell and Woodinville agree to share in the cost of material and to share collected information;

NOW, THEREFORE, Bothell and Woodinville wish to enter into this Interlocal Agreement outlining the joint recycling program.

I PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the terms and conditions for funding provided to Bothell on behalf of Bothell and Woodinville by Ecology for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II RESPONSIBILITIES OF THE PARTIES

A. Funds provided to the Cities by Ecology pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2012/2013 is not expected to exceed \$53,095.76 (\$39,724.76 for Bothell (including \$6,327 post Annexation of additional Snohomish County funding) and \$13,371 for Woodinville). The Cities understand that funding for this program is subject to funds being appropriated by the Washington State Legislature.

- B. Under this agreement the Cities will perform duties of each party as shown in Exhibit A.
- C. Woodinville will provide staff coordination for review of materials, planning, submitting of information for grant programs, and other related tasks. Quarterly timesheets and charges incurred by Woodinville in support of the program will be provided to Bothell for submittal to Ecology.
- D. Bothell will be responsible to submit a minimum of two, but no more than six, progress reports to Ecology in a form approved by Ecology. Reports must be signed by a Bothell City official. These reports will include:
 - 1) A Progress Report with a description of each activity accomplished pertaining to the scope of work; and
 - 2) Final Performance Analysis (*submitted with final payment request only*); and
 - 3) Invoice Voucher *with original signature in blue ink* (Form A-19-1A); and
 - 4) Form B2-ECY 060-7 and Form C2, ECY 060-9 (*for grants set up with cash expenditures as match*).
 - 5) An invoice to support each cost itemized on the Ecology C1 or C2 form with each reimbursement request. Ecology prefers this information be submitted electronically and requires it be in the order it is listed on the C1 or C2.
- E. Progress reports and requests for reimbursement during the 18-month grant program period shall be due to Ecology 30 days after the last day of each quarter - April 30th, July 30th, October 30th, and January 30th.
- F. As lead agency, Bothell shall reimburse Woodinville out of CPG funding for staff time and charges incurred in support of this program.
- G. Bothell shall submit a **Final Performance Analysis (FPA)** showing comprehensive results for each task to Ecology with final payment request only. The FPA must be complete within 45 days after the expiration date of the grant agreement. Progress reports and Final Performance Analysis must be submitted on the Information Clearinghouse

III DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2012 or the date of execution of the Agreement by both Bothell and Woodinville, if executed after January 1, 2012 and shall terminate on June 30, 2013. If execution by either party does not occur until after January 1, 2012, this Agreement allows for disbursement of grant funds to Bothell for Ecology-approved programs initiated between January 1, 2012 and the later execution of the Agreement provided that Bothell complies with the reporting requirements of Section II of the Agreement.

IV TERMINATION

- A. This Agreement may be terminated in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.
- C. If the Agreement is terminated as provided in this section: (1) each City will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) each City shall be released from any obligation to provide further services pursuant to this Agreement
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

V AMENDMENTS

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the Ecology Program Guidelines for Coordinated Prevention Grants. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by Bothell and written approval by Ecology. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI HOLD HARMLESS AND INDEMNIFICATION

The Cities shall protect, indemnify, and hold harmless its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the Cities and/or its subcontractors pursuant to this Agreement. The Cities shall defend at their own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought forth and arising out of or incident to the Cities execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII INSURANCE

Each City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The limits of this insurance shall be \$1,000,000 per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

VIII SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.


IX NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the City of Bothell and the City of Woodinville at the addresses provided below:


Erin Leonhart
Public Works Director
City of Bothell
Public Works Department
9654 NE 182nd Street
Bothell, WA 98011

Thomas E. Hansen, P.E.
Public Works Director
City of Woodinville
Public Works Department
17301 133rd Avenue NE
Woodinville, WA 98072

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:



Robert S. Stowe, City Manager



Richard A. Leahy, City Manager

11/10/11

Date

11/28/2011

Date

APPROVED AS TO FORM

APPROVED AS TO FORM



Joe Beck, City of Bothell Attorney



City of Woodinville Attorney

November 3, 2011

Date

November 21, 2011

Date

EXHIBIT A
Scope of Work & Budget

- 1) Form a partnership to provide joint Community Outreach, Recycling and Education Events to residents.
- 2) Participate in a mini Green Festival educating the public on programs to increase diversion from the landfill by recycling, decrease pollution through proper disposal of hazardous waste, and other available programs. Elements include:
 - Guest speakers
 - Collection of hard to recycle items
 - Event materials for booths and educational hand outs (including printing)
 - Document destruction processing
 - Contests:
 - Develop new products out of hard or non-recyclable items
 - Pet waste toss
 - Recycle bin sort
 - Recycle relay
- 3) Host classes / workshops in coordination with UW Bothell promoting sustainability, recycling, home composting programs and green movie nights; working together to create courses and publicize in local newspapers, websites, facebook, student groups, etc.
- 4) Establish new programs to promote changes from recycling items to attempting a new option (i.e. offering rechargeable charges for rechargeable batteries in addition to collection to assist people in switching).
- 5) Purchase graphic software and online survey products (i.e. Photoshop or Illustrator) to create images and materials for mailers, posters, signage, etc. and conduct customer and product feedback surveys.

Spending Plan Quarter Costs / Total for 18 month Grant Cycle							
Expenditure Type		Q1	Q2	Q3	Q4	Q5	Q6
1	Salaries	\$750	\$3,150	\$850	\$450	\$3,150	\$841
2	Overhead	\$188	\$788	\$213	\$113	\$788	\$210
3	Travel	\$0	\$0	\$0	\$0	\$0	\$0
4	Contract Services	\$0	\$0	\$0	\$0	\$0	\$0
5	Purchases	\$1,710	\$3,092	\$1,863	\$1,957	\$2,846	\$2,463
Spending Plan Totals		\$2,648	\$7,030	\$2,926	\$2,520	\$6,784	\$3,514

Spending Plan Quarter Costs / Total for 18 month Grant Cycle - CONTINUED			
Total Eligible Cost by Expenditure			
1	Salaries	\$9,191	
2	Overhead	\$2,298	
3	Travel	\$0	
4	Contract Services	\$0	
5	Purchases	\$13,931	
Total Eligible Cost		State Grant Share	
\$25,420		\$19,065	
6	Itemized Purchases (purchases of at least \$5K/unit value)		