

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION AUTHORIZING  
EXECUTION OF INTERLOCAL  
AGREEMENT BETWEEN GRANT  
COUNTY AND THE TOWN OF WILSON  
CREEK**

RESOLUTION No. 18-<sup>065</sup>-CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant County, Washington, a political subdivision of the State of Washington, by and through Grant County Public Works, and the Town of Wilson Creek are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, the County has obtained a Local Solid Waste Financial Assistance Grant from the Washington State Department of Ecology; and

**WHEREAS**, the County desires to award a sub-grant to the Town for the purpose of funding the Town's continuing effort to operate and maintain a yard waste collection program for town residents in order to divert yard waste from the Ephrata Landfill; and

**WHEREAS**, the County and Town desire to memorialize the terms and conditions of the Agreement between the parties regarding provision of a sub-grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Interlocal Agreement Regarding a Yard Waste Collection Program between Grant County and the Town of Wilson Creek be executed by and between the aforementioned parties.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of June, 2018

**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

*Excused*  
Richard Stevens, Chair

*[Signature]*  
Tom Taylor, Vice-Chair

*[Signature]*  
Cindy Carter, Member

ATTEST:  
*[Signature]*  
Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN  
GRANT COUNTY AND THE TOWN OF WILSON CREEK**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the following: Grant County, Washington ("County"), a political subdivision of the State of Washington, by and through Grant County Public Works, and the Town of Wilson Creek ("Town") pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

**WHEREAS**, the County has obtained a Local Solid Waste Financial Assistance Grant from the Washington State Department of Ecology; and

**WHEREAS**, the County desires to award a sub-grant to the Town for the purpose of funding the Town's continuing effort to operate and maintain a yard waste collection program for town residents in order to divert yard waste from the Ephrata Landfill; and

**WHEREAS**, the County and the Town desire to memorialize the terms and conditions of the Agreement between the parties regarding provision of a sub-grant.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

**AGREEMENTS:**

**1. GRANT FUNDS, ALLOCATION AND PAYMENT**

- a. Grant funds provided to the Town from the County shall not exceed the amount of Three Thousand Four Hundred Dollars and no/100's (\$3,400.00). Such amount includes labor to pay a part-time employee to load yard waste at a centralized site into a 40 cubic yard drop box container and to pay for hauling costs to a compost facility; and
- b. The total project cost including the 25 per cent cash match provided by the Town is estimated at Four Thousand, Five Hundred, Thirty-five Dollars and no/100's (\$4,535.00); and
- c. The County shall reimburse eligible expenditures incurred by the Town between July 1, 2017 and June 30, 2019; and
- d. The County shall reimburse the Town 75 per cent of the cost of the yard waste collection program. The County shall reimburse the Town on a quarterly basis after supporting documentation and/or materials are provided to the County, to wit:

- i. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate requirements necessary to carry out the purposes of this Agreement.
- e. The Town shall provide supporting documentation in support of reimbursement, which includes, but may not be limited to, billings statements, invoices and time sheets; and
- f. The Town shall compute hourly wages using "Form H" as provided by the Washington State Department of Ecology, and shall send a copy of the completed "Form H" to Grant County Public Works; and
- g. The Town shall provide the County with the weight of material hauled to a compost facility on a quarterly basis. The information must be submitted to the County no later than fifteen (15) days after the end of each quarter; and
- h. For purposes of this Agreement "quarters" shall be defined as follows:
  - i. First quarter from the beginning of January to the end of March;
  - ii. Second quarter from the beginning of April to the end of June;
  - iii. Third quarter from the beginning of July to the end of September; and
  - iv. Fourth quarter from the beginning of October to the end of December.
- i. The Town shall, at all times, follow, adhere to, and abide by all Coordinated Prevention Grant rules and guidelines set by the Washington State Department of Ecology.

## **2. TIME OF PERFORMANCE**

The effective date of this Agreement will be the date the parties sign and complete execution of this Agreement for funding available, to wit, the effective date established by contract entered into between the County and the Washington State Department of Ecology, and shall be in effect for the time period during which the Town remains in control of grant funds.

## **3. PERFORMANCE MONITORING**

The County reserves the right to monitor the performance of the Town concerning operation and maintenance of the yard waste collection program. Such performance monitor may include tracking project progress, reviewing payment requests for any applicable costs, and/or overseeing compliance with grant requirements. Substandard performance as determined by the County will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Town within a reasonable period of time after being notified by the County, Agreement suspension or termination procedures will be initiated.

4. **COMPLIANCE**

All times material herein, the Town will comply with any applicable federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

5. **INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties.

6. **HOLD HARMLESS**

The Town shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Town's performance or nonperformance of the services or subject matter called for in this Agreement.

7. **AMENDMENTS**

The Town or the County may, upon the agreement of both parties, amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Town or the County from its obligations under this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the County upon giving the Town thirty (30) days advance notice in writing of its intention to do so. Provided: this Agreement may be terminated by the County upon twenty-four (24) hours written notice to the Town if the funds provided under this Agreement are used for an improper purpose.

9. **ADMINISTRATIVE REQUIREMENTS**

The Town agrees to comply with all administrative, accounting principles and procedures as may be required by the Washington State Department of Ecology; maintain all records as may be required by the County and/or the Washington State Department of Ecology; and, agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Town for a period of six (6) years after any final audit of the County by the Washington State Department of Ecology, unless a longer period is required to resolve any audit findings or litigation. In such cases, the County shall request a longer period of record retention.

All Town records with respect to any matters covered by this Agreement shall be made available to the County, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

#### 10. NOTICES

~~All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile or United States Postal service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.~~

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To TOWN: Kaci Anderson, Clerk  
Town of Wilson Creek  
P.O. Box 162  
Wilson Creek WA 98860-0013  
(509) 345-2572

To COUNTY: Jeff Tincher, Director  
Grant County Public Works  
124 Enterprise St. SE  
Ephrata, WA 98823  
Phone: (509) 754-6082

#### 11. SEVERABILITY

If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. **ADMINISTRATION OF AGREEMENT**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Town and by Grant County. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

13. **ASSIGNMENT**

Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.

14. **APPLICABLE LAW - VENUE**

This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

16. **AUTHORITY**

Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.

17. **NO WAIVER**

No failure of the County or the Town to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

18. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Town and the County for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Town and the County with respect to this Agreement.

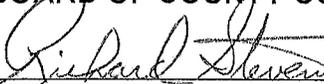
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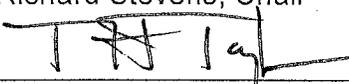
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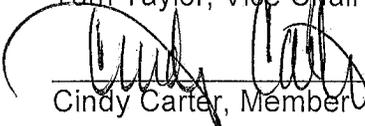
IN WITNESS WHEREOF, the Town and Grant County have executed this agreement as of the date and year last written below.

DATED this 12<sup>th</sup> of JUNE, 2018.

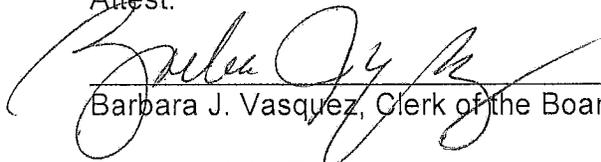
**BOARD OF COUNTY COMMISSIONERS**

  
Richard Stevens, Chair

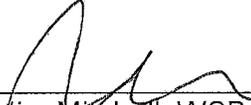
  
Tom Taylor, Vice Chair

  
Cindy Carter, Member

Attest:

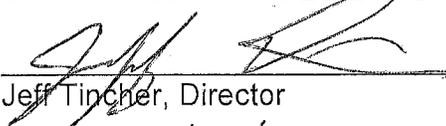
  
Barbara J. Vasquez, Clerk of the Board

Approved As To Form:

  
Jim Mitchell, WSBA # 31031  
Civil Deputy Prosecuting Attorney

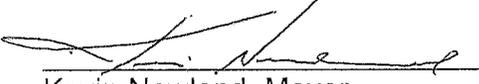
Date: 6/11/18

**GRANT COUNTY PUBLIC WORKS**

  
Jeff Tincher, Director

Date: 6/12/2018

**TOWN OF WILSON CREEK**

  
Kevin Newland, Mayor

Date: 6/11/18