

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN GRANT
COUNTY AND THE CITY OF MOSES
LAKE**

RESOLUTION No. 18-¹⁰²-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 City of Moses Lake are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the County has obtained a Waste Reduction and Recycling Education Grant from the Washington State Department of Ecology for the purpose of funding the City's effort to implement a program to educate City residents to reduce contamination in its curbside yard waste program; and

WHEREAS, the County desires to allocate grant funds to the City from the Washington State Department of Ecology to assist with the educational efforts for the City yard waste program that diverts yard waste to the Ephrata Landfill; and

WHEREAS, the County and City desire to memorialize the terms and conditions of the Agreement between the parties regarding the disbursement of the grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the Interlocal Agreement Regarding a Yard Waste Collection Program between Grant County and the City of Moses Lake be executed by and between the aforementioned parties.

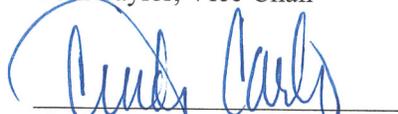
PASSED AND ADOPTED this 8th day of October, 2018

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Yea Nay Abstain


Richard Stevens, Chair

EXCUSED
Tom Taylor, Vice-Chair


Cindy Carter, Member

ATTEST:


Clerk of the Board

INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY AND THE CITY OF MOSES LAKE

THIS AGREEMENT ("Agreement") is made and entered into by and between Grant County Washington ("County"), a political subdivision of the State of Washington, by and through Grant County Public Works, and the City of Moses Lake ("City"), pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the County has obtained a Waste Reduction and Recycling Education Grant from the Washington State Department of Ecology for the purpose of funding the City's effort to implement a program to educate City residents to reduce contamination in its curbside yard waste program; and

WHEREAS, the County desires to allocate grant funds to the City from the Washington State Department of Ecology to assist with educational efforts for the City yard waste program that diverts yard waste to the Ephrata Landfill.

WHEREAS, the County and City desire to memorialize the terms and conditions of this Agreement between the parties regarding the disbursement of the grant funds.

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. The total grant funds awarded by the Department of Ecology for this program is \$28331.25; and
- b. Grant funds provided to the City shall not exceed the amount of \$27,027. Such amounts include labor for program implementation and administration, printing, postage, and radio advertising; and
- c. Grant funds provided to the County shall not exceed the amount of \$1304.25. Such amounts include labor to prepare and submit grant billings to the Department of Ecology and to assist the City with program implementation; and
- d. The total project cost including the 25 per cent cash match provided by the City and County is estimated at \$37,775.00; and
- e. The County shall reimburse eligible expenditures incurred by the City between July 1, 2018 and June 30, 2019; and

- f. The County shall reimburse the City 75 per cent of the cost for program implementation and administration after supporting documentation and/or materials are provided to the County. Claims for reimbursement will not be submitted in excess of actual, immediate requirements necessary to carry out the purposes of this Agreement; and
- g. The City shall provide supporting documentation to the County in support of reimbursement, which includes, but may not be limited to, billing statements, copies of invoices, and time sheets for each quarter, no later than the 16th day of the month succeeding each quarter; and
- h. The City shall compute hourly wages using “Form H” as provided by the Washington State of Ecology, and shall send a copy of the completed “Form H” to the County; and
- i. The City shall provide and submit all necessary grant performance reporting documents required in the Waste Reduction and Education Grant Agreement to the County, no later than 16 days after the end of quarter; and
- j. The City and the County shall, at all times, follow, adhere to, and abide by the scope of work and budget for each task outlined in the Waste Reduction and Education Grant Agreement; and
- k. The City and the County shall, at all times, follow, adhere to, and abide by all guidelines set by the Washington State Department of Ecology and
- l. For purposes of this Agreement, a “quarter” shall be defined as follows:
 - i. July 1, 2018 to September 30, 2018
 - ii. October 1, 2018 to December 31, 2018
 - iii. January 1, 2019 to March 31, 2019
 - iv. April 1, 2019 to June 30, 2019

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 City remains in control of grant funds.

3. PERFORMANCE MONITORING

The County reserves the right to monitor the performance of the City concerning the implementation of the yard waste education program. Such performance monitoring 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 or the Washington State Department of Ecology will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the City 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 City 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

Each Party shall hold harmless, and indemnify, the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, all claims, actions, suits, charges and judgments whatsoever that arise out of the parties' performance or nonperformance of the services or subject matter called for in this Agreement, except for injuries and damages caused by the sole negligence of each party.

7. AMENDMENTS

The City 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 City or the County from its obligations under this Agreement.

8. TERMINATION

This Agreement may be terminated by the County upon giving the City 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 City if the funds provided under this Agreement are used for an improper purpose.

9. ADMINISTRATIVE REQUIREMENTS

The City 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 City 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 City 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 CITY: Cindy Jensen, Moses Lake Finance Director

 City of Moses Lake
 401 South Balsam Street
 P.O. Box 1579
 Moses Lake WA 98837
 (509) 764-3732

To COUNTY: Joan Sieverkropp, Grant County Solid Waste Programs Coordinator

Grant County Solid Waste
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 City 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 City 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.

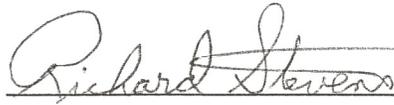
18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City 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 City and the County with respect to this Agreement.

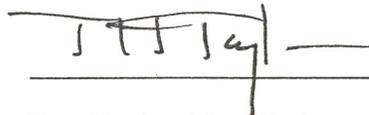
IN WITNESS WHEREOF, the City and Grant County have executed this agreement as of the date and year last written below.

DATED this 2nd of Oct, 2018.

BOARD OF COUNTY COMMISSIONERS



Richard Stevens, Chair

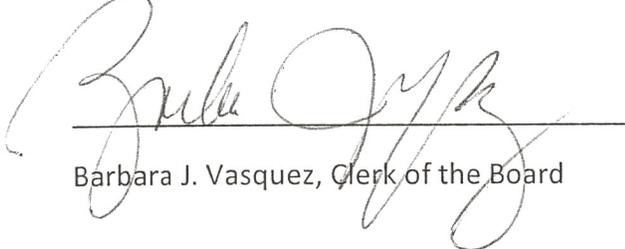


Tom Taylor, Vice Chair



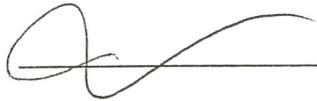
Cindy Carter, Member

Attest:



Barbara J. Vasquez, Clerk of the Board

Approved As To Form:

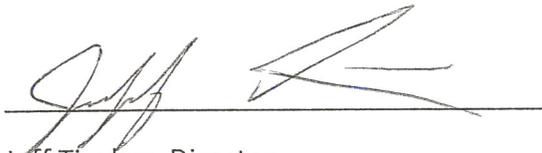


Jim Mitchell, WSBA # 31031

Civil Deputy Prosecuting Attorney

Date: 2/10/19

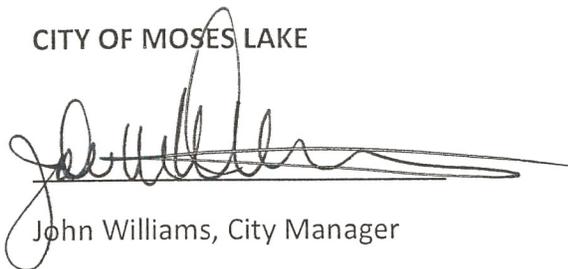
GRANT COUNTY PUBLIC WORKS



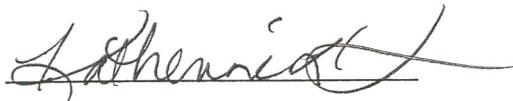
Jeff Tincher, Director

Date: 10/2/2018

CITY OF MOSES LAKE



John Williams, City Manager



Katherine Kenyon, City Attorney

Date: September 10, 2018