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PUBLIC WORKS

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

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 Town of Wilson Creek, Washington ("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 Five Thousand Six Hundred Twenty-five Dollars and no/100's (\$5,625). Such amount includes reimbursement for labor and fuel to load yard waste into a drop box container, maintenance for front loader, hauling to a compost facility, and compost tipping fees; and
- b. The total project cost including the 25 per cent cash match provided by the Town is estimated at Six Thousand, Seven Hundred Dollars and no/100's (\$7,500); and
- c. The County shall reimburse the Town 75 per cent of costs associated with the Town's yard waste diversion program. The County shall reimburse the Town on a quarterly basis after supporting documentation is 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.

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- d. The County shall reimburse eligible expenditures incurred by the Town between July 1, 2019 and June 30, 2021.
- e. 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
- f. The Town shall submit a payment request and progress report to the County each quarter. The progress report must include the weight of yard waste hauled to the compost facility. The payment request and progress report must be submitted to the County no later than fifteen (15) days after the end of each quarter; and
- g. 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
- 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;
 - 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 Local Solid Waste Financial Assistance grant rules and guidelines set by the Washington State Department of Ecology.

2. TIME OF PERFORMANCE

This Agreement runs from July 1, 2019 to June 30, 2021.

3. PERFORMANCE MONITORING

The County reserves the right to monitor the performance of the Town concerning operation and maintenance of the yard waste diversion 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 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.

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4. COMPLIANCE

All times material herein, the Town will comply with any applicable federal, state, and local laws, regulation, 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, suites, 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, or 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 State 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 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: Sam Castro, Director
Grant County Public Works
124 Enterprise St. SE
Ephrata, WA 98823
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.

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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.

15. 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.

16. 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 abandonment of this Agreement.

17. 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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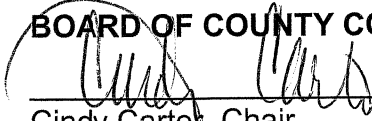
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IN WITNESS WHEREOF, the Town and Grant County have executed this amended agreement as of the date and year last written below.

DATED this 2nd of March, 2021.

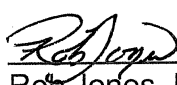
BOARD OF COUNTY COMMISSIONERS



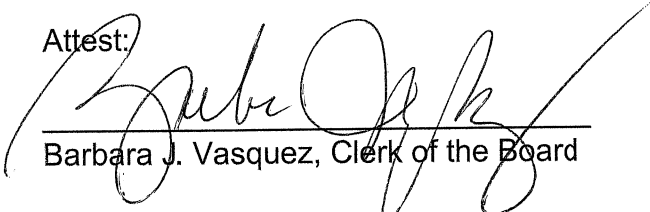
Cindy Cartel, Chair



Danny E. Stone, Vice Chair



Rob Jones, Member

Attest:



Barbara J. Vasquez, Clerk of the Board

Approved As To Form:

/s/ Katharine A. Mathews
Katharine A. Mathews, WSBA #20805
Civil Deputy Prosecuting Attorney

Date: 4 February 2021

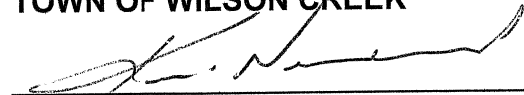
GRANT COUNTY PUBLIC WORKS



Samuel Castro, Director

Date: 3/1/21

TOWN OF WILSON CREEK



Kevin Newland, Mayor

Date: 2/09/21