

INTERLOCAL AGREEMENT

**FOR A RESIDENTIAL LEAF COLLECTION PROGRAM
IN THE CITY OF CENTRALIA
(2023 – 2024)**

This AGREEMENT is made and entered into on the later of the dates of signature inscribed at the foot hereof:

WITNESSETH:

WHEREAS Lewis County, by and through the Lewis County Public Works Department, Solid Waste Division (hereinafter referred to as the "County") and the City of Centralia (hereinafter referred to, variously, as the "City" and as the "Program Sponsor") wish to encourage curbside leaf collection by residential customers for composting, and the Program Sponsor is willing to assist the County in this effort, and

WHEREAS the County has limited funds available through the Department of Ecology Local Solid Waste Financial Assistance Grant, 2023-2025, for organics collection events for composting, and

WHEREAS the duration and quantity of services available for this agreement is solely dependent upon available grant funding assistance from the Department of Ecology to Lewis County, and

WHEREAS Chapter 39.34 of the Revised Code of Washington authorizes public agencies to contract with one another to perform services and activities that each such public agency is authorized by law to perform, and

WHEREAS both the City and the County have determined it is in their best interest to enter into this Agreement,

THEREFORE, the parties agree as follows:

1. The County agrees to help support the City's Leaf Collection Program that will be offered to Centralia residents from Oct. 2, 2023, through Dec. 8, 2023, and Oct. 1, 2024, through Dec. 6, 2024.
2. The City shall:
 - A. Provide County with a specific City contact and contact information regarding this Agreement.

- B. Coordinate the distribution of leaf collection containers with LeMay.
 - C. Advertise and promote the Leaf Collection Program and instructions on signing up to its residents.
 - D. Report tonnage of leaves collected for composting to the County during the 2023 program and the 2024 program.
 - E. Invoice the County by Dec. 15, 2023, for the 2023 program, and by Dec. 13, 2024, for the 2024 program.
 - F. In the event of contamination in the leaf collection containers, the City shall pay for all disposal costs for disposal of the contaminated materials.
3. Lewis County shall:
- A. Provide City with a specific County contact and contact information regarding this Agreement.
 - B. Assist with promoting the program to City residents.
 - C. Pay up to \$7,500 to support the 2023 Leaf Collection Program as long as grant funding is available.
 - D. Pay up to \$7,500 to support the 2024 Leaf Collection Program as long as grant funding is available.
 - E. Report, to the City's contact, updates on available grant funds after the 2023 program, and when the grant funding is depleted.
4. This agreement may be terminated by either party giving the other party thirty (30) days written notice thereof.
5. All records required to be kept under this agreement shall be retained for a period of no less than five years from the date of any financial payment made by the Department of Ecology.
6. This agreement shall be executed in triplicate original counterparts.
- A. Within ten days of its execution, the County's Director of Public Works shall cause one of the original counterparts to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040

- B. Within ten days of its execution, the County's Director of Public Works shall mail a true copy of this Agreement to the Department of Ecology, P.O. Box 47600, Olympia, Washington 98504, pursuant to RCW 39.34.050.
- 7. All notices which either party may wish to tender to the other pursuant to this Agreement shall be sent to the addresses set out on page 1 hereof. The people responsible for administering this Agreement shall be the City Manager of the City of Centralia and Director of the Lewis County Department of Public Works, ex officio.
- 8. Each party warrants that its governing body has ratified this Interlocal Agreement by Resolution, and that in such Resolution it has authorized the person identified below to sign this Interlocal Agreement on its behalf.
- 9A. Entire agreement. This Agreement:
 - A. Contains the entire understanding of the parties with respect to the subject matter covered,
 - B. Supersedes all prior and contemporaneous understandings, and
 - C. May only be amended in a written instrument signed by the parties.
- 9. The City shall assist the County to fulfill any obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning County records that may in the City's possession as a result of this Agreement.
 - A. The City recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of the City if they are or were used by the County for purposes relating to this Agreement.
 - B. In the event the County notifies the City it has received a demand for one or more documents that the County is obliged to release pursuant to the Public Records Act, then, if any of those documents are or may be in the possession of the City, within five business days the City shall search for and provide copies of those documents to the County or shall notify the County of when, acting with all reasonable haste, it will be able to provide the County with copies of those documents. The City then shall provide copies of those documents to the County by such date.
 - C. In the event the City fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, The City shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.

- D. The obligations created by this section shall survive the termination of this Agreement.
 - E. The obligations created by this section shall be reciprocal, in the event the City notifies the County that it has received a demand for one or more documents that the City is obliged to release those documents pursuant to the Public Records Act, and which are or may be in the County's possession.
10. Arbitration: Any dispute between the parties arising out of or relating to this Agreement shall be resolved through mandatory arbitration in Tacoma, Washington pursuant to the arbitration rules of the Washington Arbitration and Mediation Service ("WAMS"), before an arbitrator selected pursuant to those Rules.
 11. Choice of law and venue. This Agreement is made in Chehalis, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Lewis County in Chehalis.
 12. Survival of Agreement. This Agreement shall be binding upon and insure to the benefit of the parties hereto and all of their respective heirs, successors, and (to the extent assignment is permitted by this Agreement) their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.
 13. Severability. If any provision of this Agreement is found to be contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.
 14. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.
 15. Assignment and delegation. Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.
 16. Rules of interpretation. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by the parties.

17. Headings. In this Agreement paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.
18. The City shall protect, save harmless, indemnify, and defend, at its own expense the County, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement. The County shall protect, save harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the dates indicated below.

LEWIS COUNTY SOLID WASTE

By: _____

Josh Metcalf

Public Works Director

Date: _____

01/02/24

Approved as to both form and substance by:

DBa

David E. Bailey

Chief Civil Deputy Prosecuting Attorney

Date: _____

12-28-2023

CITY OF CENTRALIA

By: _____

Rob Hill

City Manager

Date: _____

4/3/24

Reviewed as to form by:

Kyle Manley

Kyle Manley

City Attorney

Date: _____

4/3/24