

C#1215

1 AN INTERLOCAL AGREEMENT
2 BETWEEN THE CITY OF LYNNWOOD
3 AND THE CITY OF EDMONDS FOR
4 JOINT FUNDING OF A RECYCLING COORDINATOR
5

6 THIS AGREEMENT between the City of Lynnwood ("Lynnwood") and the City of
7 Edmonds ("Edmonds"), each a Municipal Corporation under the laws of the State of
8 Washington, is dated this 7th day of FEBRUARY 2007.
9

10 WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local
11 government units to make the most efficient use of their powers by enabling them to
12 cooperate with other localities on the basis of mutual advantage; and
13

14 WHEREAS, Edmonds and Lynnwood each presently staff and operate a solid waste
15 program partially funded by a Department of Ecology Grant; and
16

17 WHEREAS, the Department of Ecology has funds available to partially fund a
18 continuation of the program; and
19

20 WHEREAS both Edmonds and Lynnwood have partially funded their respective
21 programs for 2007 and 2008, yet do not have full funding capability; and
22

23 WHEREAS, Edmonds and Lynnwood have concluded that it would be in their best
24 interests for Edmonds and Lynnwood to jointly fund their solid waste efforts as
25 provided herein.
26

27 NOW, THEREFORE, the parties agree as follows:
28

- 29 1. Edmonds shall employ a Recycling Coordinator, with appropriate qualifications.
30 The selection of the Recycling Coordinator shall be subject to the approval of
31 Lynnwood, which shall not be unreasonably withheld.
32
- 33 2. The Recycling Coordinator shall provide Edmonds and Lynnwood with a recycling
34 program during 2007 and 2008 as provided in exhibit A, which is incorporated
35 herein by reference.
36
- 37 3. The Edmonds Recycling Coordinator will document actual activities and contacts in
38 meeting the Lynnwood recycling program, and will provide verification of time
39 spent on Lynnwood activities.
40
- 41 4. For services provided by the Recycling Coordinator, Lynnwood will reimburse
42 Edmonds an amount not to exceed \$29,000.00 in the year 2007 and \$29,000.00 in
43 2008. Reimbursement shall be paid quarterly at a rate of \$41.14 per hour in the year
44 2007 and \$43.28 in the year 2008, plus Lynnwood's fair share of direct charges of
45 labor, benefits, and material costs, without the inclusion of overhead or general
46 administrative charges, incurred in administering the Lynnwood recycling program.

#3932
CON-5-38-2
1-1-07 to 12-31-08

1 Edmonds shall notify Lynnwood when Edmonds has been reimbursed \$20,000.00 in
2 either year at which time the parties shall meet to determine whether to amend the
3 agreement to provide for further work and compensation.
4

5 5. The term of this agreement shall expire December 31, 2008. This agreement may
6 be extended by mutual agreement of both parties and upon specific approval of the
7 respective recycling programs for future budget years.
8

9 6. This agreement may be terminated by either party upon sixty (60) days notice.
10 Reconciliation of costs, payment, transfer of developed materials, and a current
11 report of completed activities will be completed within the sixty (60) day period
12 following notice by either party.
13

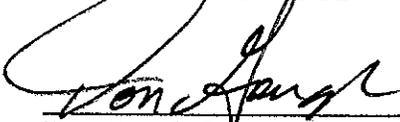
14 7. Lynnwood agrees to indemnify and hold harmless the City of Edmonds from any
15 claims arising as a result of the administration of Lynnwood's program under this
16 agreement, and Lynnwood and Edmonds agree to bear respective liability for any
17 acts or omissions resulting from this agreement as the same shall be determined
18 under the laws of the State of Washington or a mutually approved settlement
19 agreement.
20

21 8. This agreement incorporates all the understanding between Edmonds and
22 Lynnwood and may only be modified in a writing signed by the parties hereto. It
23 shall be filed with the Department of Ecology and the Snohomish County Auditor as
24 required by law.
25

26 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
27 this 7th day of FEBRUARY, 2007.
28

29 CITY OF LYNNWOOD

CITY OF EDMONDS

30
31 
32 _____
33 Don Gough, Mayor


34 _____
35 Gary Haakenson, Mayor

36 ATTEST

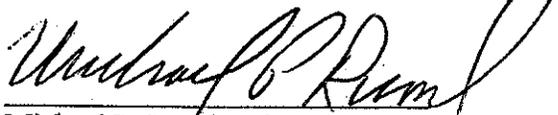
ATTEST

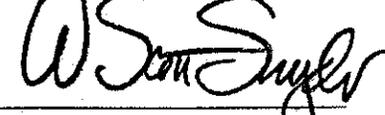
37 
38 _____
39 Vicki Heilman, Assistant Finance Director


40 _____
41 Sandra Chase, City Clerk

42 APPROVED AS TO FORM

APPROVED AS TO FORM

43 
44 _____
45 Michael P. Ruark, City Attorney


46 _____
W. Scott Snyder, City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

EXHIBIT A

**Waste Reduction and Recycling Programs
Cities of Edmonds and Lynnwood**

CONTINUED PUBLIC EDUCATIONAL MESSAGES & OUTREACH:

- Messages on public access cable channels.
- Newsletter articles.
- Program information section for city Internet web sites.
- Presentations and assistance to schools and businesses.
- Outreach at local events.
- Maintain Recycle Cart (Edmonds) and Recycle/Compost information racks (Lynnwood).
- Distribution of brochures and flyers, and creation of educational displays.
- Publicity, coordination and assistance with local scout troops with Christmas tree recycling.

ASSISTANCE to MULTI-FAMILY PROPERTIES with RECYCLING EFFORTS:

- Continues to supply information and assistance to managers and tenants.
- Expansion of available recycling to non-participating properties.
- Contamination issues, illegal dumping, Christmas tree collection, multi-lingual information.

EXPANSION & MAINTENANCE of SINGLE-FAMILY RECYCLING PROGRAMS:

- Cooperation with the municipal waste collection companies in identifying non-customers for use in a campaign to increase single family participation.
- Publicity, information and management for special recycling collection and clean-up events (Lynnwood).

ASSISTANCE to the COMMERCIAL SECTOR with WASTE PREVENTION & RECYCLING EFFORTS and SOLID WASTE ISSUES & MANAGEMENT:

- Contacts, site visits, waste assessments to retail/office/manufacturers/schools/institutions.
- Presentations of options and opportunities for businesses such as construction and demolition debris recycling, material exchanges and reuse opportunities, and issues affecting water quality.
- Continuation of promotion and maintenance of the Pilot Compost Collection Project – involving collecting organics from restaurants and other food service businesses.
- Small Quantity Generator educational outreach (special & hazardous wastes).

CONTINUED CITY IN-HOUSE WASTE PREVENTION & RECYCLING PROGRAM:

- Keep employees updated on recycling information and opportunities.
- Expand and evaluate recycling, reuse, and solid waste generation and disposal.
- Coordinate proper recycling of unwanted electronics.

ADMINISTRATIVE DUTIES:

- Grant administration: Quarterly and final reports for Department of Ecology.
- Program evaluation and ordinance research and writing.
- Planning stages for proposed new and remodeled commercial and multi-family properties to help site enclosures and containers for garbage and recycling.
- Continued liaison with the municipal solid waste collection companies.

CONTINUED LIAISON with COUNTY SOLID WASTE DEPARTMENT:

- Meetings and assistance with County programs:
 - Household Hazardous Waste Drop-Off Station.
 - County solid waste and recycling facilities.
 - Used oil, oil filters, and antifreeze collection sites.
 - “Take It Back” Network for proper electronics recycling.
- Representative on Solid Waste Advisory Committee (SWAC) (Edmonds)