

**INTERLOCAL AGREEMENT FOR DISPOSAL OF YARD WASTE BETWEEN
THE TOWN OF LA CONNER AND THE CITY OF SEDRO-WOOLLEY**

This Agreement is made on the 1 day of April 2024, between Town of La Conner., a Washington municipal corporation, ("CONTRACTOR"), and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a municipal corporation of the State of Washington (hereinafter "CITY").

WHEREAS, The CITY, as a result of providing sanitation operations to the City of Sedro-Woolley's residents, has a need to dispose of yard waste; and

WHEREAS, CONTRACTOR will accept and process large quantities of yard waste at its facility;

NOW, THEREFORE, in consideration of the mutual obligations set forth below, the parties agree and will perform as follows:

1. **TERM.** The term shall be for a period of one (1) year, commencing on **April 1, 2024**, and terminating on **April 1, 2025**, unless sooner terminated pursuant to this Agreement. This Agreement may be extended for two additional, two-year periods upon mutual agreement of the parties. CITY shall neither have nor acquire any right, title, or interest, legal or equitable, in the premises except as acquired by this contract.
2. **LIAISON.** The CITY'S officer responsible for this Agreement is Leo Jacobs, its Solid Waste/Fleet Supervisor. The CONTRACTOR'S responsible person is the La Conner Wastewater Treatment Plant Operator.
3. **SCOPE OF WORK.** CONTRACTOR agrees to accept green waste, as defined below, for processing and to fully process in accordance with applicable laws, ordinances, and codes of the State, local and Federal governments at its facility in the Town of La Conner. CITY agrees to deliver green waste to CONTRACTOR at its facility. Such green waste will consist of woody material such as branches and non-woody material such as grass, leaves, plant trimmings, sod, vines, and the like. Some food wastes are included in the green wastes. Every reasonable effort will be made by CITY to ensure that non-acceptable material is removed prior to disposal. CITY agrees to have their drivers watch for sources of contamination in the green waste, especially from restaurants and grocery stores, so that the CITY can contact, educate and eliminate sources of contamination. CONTRACTOR shall be duly licensed, but shall not be required to obtain a City of Sedro-Woolley Business License.
4. **BILLING PROCEDURES.** CITY will pay the CONTRACTOR \$29,300.00 per year in equal monthly installments. CONTRACTOR will provide a monthly invoice to CITY'S Finance Department by the 10th of each month.

Payment shall be made through the CITY'S ordinary payment process and shall be considered timely if made within thirty [30] days of receipt of a properly completed invoice.

5. ANNUAL RATE ADJUSTMENTS.

The fee shall be adjusted annually based upon The Consumer Price Index for All Urban Consumers (CPI-U), for the Seattle-Tacoma-Bellevue metro area (April – April). CONTRACTOR shall notify the City of the CPI adjustment to take. Effect on the Adjustment Date and shall provide the City with its computations, therefore. Adjustments to the Base Rate shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year on- year, there shall be no CPI adjustment that year.

6. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof and shall be approved in the same manner as this Agreement.

7. ACCOUNTING AND AUDIT. CONTRACTOR agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records pertaining to this Agreement shall be made available to representatives of the CITY or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the CITY shall designate.

8. RELEASE/INDEMNITY/INSURANCE. CONTRACTOR does hereby release, indemnify, and promise to defend and save harmless CITY from and against any and all liability, loss, damage, expense, actions and claims (including without limitation costs and reasonable attorneys' fees incurred by CITY in defense thereof) asserted or arising directly or indirectly, on account of or out of the acts or omissions of CONTRACTOR and/or CONTRACTOR'S agents, servants, employees, contractors, guests, invitees, subtenants, or assigns in the exercise of the rights granted herein. These hold harmless provisions shall not be effective as to liability, loss or damage caused through the fault of CITY or any other agent, contractor, guest or invitee of CITY. CONTRACTOR will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

- A. Worker's Compensation Statutory Amount
- B. Broad Form Comprehensive General Liability \$1,000,000
- C. Automobile Liability \$500,000

CITY and CONTRACTOR specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

CITY shall remain a covered participant in the Cities Insurance Authority of Washington or similar municipal insurance pool for the duration of this contract.

In lieu of the insurance provisions set forth hereinabove, CONTRACTOR'S participation as a member in good standing with the Washington Cities Insurance Authority for the duration of this contract is acceptable.

The CITY hereby disclaims any warranty or representation as to the inclusion of any herbicides, pesticides, fertilizers, and similar chemicals typically utilized in residential applications, provided that this clause applies only to the extent that such pesticides, herbicides, fertilizers, and similar chemicals are latent; this clause shall not apply to such chemicals that are obvious and apparent and exist in a fashion not normally utilized for residential purposes and the CITY has actual knowledge of such chemicals.

9. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

10. NOTICES. Notices given under this contract shall be given as follows:

If to CITY,
325 Metcalf Street, Sedro-Woolley, WA 98284;

if to CONTRACTOR:
ATTN: Town Administrator
P.O. Box 400
La Conner, WA 98257 .

Notices shall be deemed effective, if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices shall be given by giving notice as herein provided.

11. DEFAULT. Should either party hereto believe the other has defaulted in any their obligations under this contract or shall violate any term or provision of this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination CONTRACTOR shall be paid actual costs incurred by CONTRACTOR in performing the project work to the date of termination.

12. SUSPENSION/TERMINATION. Either party may suspend or terminate this Agreement upon giving the other party 90-day notice. Written notice must be supplied to the parties at the addresses contained in paragraph 9.

13. LIABILITY NOT DISCHARGED. The expiration or earlier termination of this contract shall not release or discharge either party from any liability or obligation with respect to any matter occurring prior to or upon such expiration or termination.

14. VENUE STIPULATION. This Agreement has been made and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any

action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court.

15. ATTORNEY'S FEES. In the event that any suit or action is instituted to enforce this contract, or to make any claim arising hereunder, the prevailing party shall be entitled to an award for its costs and reasonable attorney fees.

16. STATUS OF CONTRACTOR. Neither CONTRACTOR nor personnel employed by CONTRACTOR shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of CITY for any purpose other than as specified herein. CONTRACTOR shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, CONTRACTOR represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

17. NONWAIVER. No failure of CONTRACTOR to insist upon the strict performance of any provision of this contract shall be construed as depriving the CITY of the right to insist on strict performance of such provision or any other provision of the future. No waiver by CITY of any provision of this contract shall be deemed to have been made unless expressed in writing and signed by CONTRACTOR. No acceptance of rent or any other payment by CONTRACTOR from CITY after any default by CITY shall constitute a waiver of any such default or any other default. Consent by CONTRACTOR in any one instance shall not dispense with the necessity of consent by CONTRACTOR in any other instance.

18. ENTIRE AGREEMENT. This contract contains the entire and integrated agreement of the parties and may not be modified or amended except in writing signed by the parties.

19. AUTHORITY/BINDING AGREEMENT. Each person signing this contract on behalf of CONTRACTOR warrants respectively that:

- a) All corporate or other actions necessary for the authorization, execution, delivery, and performance of this contract has been duly taken.
- b) Such person is fully authorized to sign this contract, and
- c) This contract has been duly authorized, executed, and delivered and is the legal, valid, and binding agreement of the party on whose behalf such person has signed the contract.

20. GOVERNING LAW. This agreement is made subject to, and shall be construed in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the 10th day of April 2024.

TOWN OF LA CONNER

Marna Haggeman, Mayor

Marna Haggeman

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Finance Director

DocuSigned by:

Maria DeGorde

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Approved as to form:

Town Attorney, WSBA #23079

DocuSigned by:

Scott G. Thomas

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CITY OF SEDRO-WOOLLEY

DocuSigned by:

BY

Julia Johnson

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JULIA JOHNSON, Mayor

DocuSigned by:

ATTEST:

Kelly Kolinken

Kelly Kolinken, Finance Director

Approved as to form:

Nikki Thompson, City Attorney

DocuSigned by:

Nikki Thompson

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