INTERLOCAL AGREEMENT

RELATED TO

CROP IMP WASTE PREVENTION CAMPAIGN

This Interlocal Agreement ("Agreement") is entered into pursuant to the Washington Interlocal Cooperation Act, chapter 39.34 RCW, by and between the cities of Bellevue ("Bellevue"), Bothell ("Bothell"), Kirkland ("Kirkland") and Redmond ("Redmond"), each a municipal corporation of the State of Washington. This Agreement shall be effective upon final approval by all four parties hereto.

WHEREAS, state Local Solid Waste Financial Assistance ("LSWFA") grant funds are allocated to Washington cities by the Department of Ecology ("Ecology") for the purpose of promoting recycling, waste reduction, and sustainability efforts; and

WHEREAS, Ecology and the parties hereto wish to continue to collaborate on recycling, waste reduction, and sustainability projects; and

WHEREAS, Ecology and Kirkland have entered into a Solid Waste Management Local Solid Waste Financial Assistance Agreement, No. WSMLSWFA-2021-KirkPW-0063 ("Financial Assistance Agreement"), attached hereto as Exhibit A, which Financial Assistance Agreement includes anticipated "Task Number 2" funding in the amount of $210,108.24 related to helping Eastside community members reduce waste and increase reuse of items through the creation, promotion, implementation and evaluation of an Eastside campaign to reduce or eliminate one-time use of items where feasible ("Task Number 2"); and

WHEREAS, such $210,108.24 in Task Number 2 funding consists of $157,581.24 in Ecology grant funding contingent on 25% in City Match Funding Amounts totaling $52,527.06 as set forth in Exhibit B hereto; and

WHEREAS, the parties hereto wish to provide the city match funding for Task Number 2 as described in the Financial Assistance Agreement and as set forth in Exhibit B; and

WHEREAS, this joint undertaking must be approved by the legislative bodies of each of the parties hereto.

NOW, THEREFORE, the Parties agree as follows:

1. DURATION. This duration of this Agreement shall be the same period necessary to complete Task Number 2 of the Financial Assistance Agreement and the completion of the Financing obligations hereunder. The duration of this Agreement may be extended with agreement of the parties.

2. PURPOSE. The purpose of this Agreement is to reduce pollution and natural resource consumption through a campaign to support Eastside community member efforts to reduce waste from single-use items and make informed consumption choices, all as more particularly described in the Financial Assistance Agreement. The parties hereto agree to be bound by the terms and conditions of the Financial

Assistance Agreement in support of Task Number 2 that are applicable to Kirkland as the "Recipient" under that agreement. Bellevue, Bothell and Redmond also agree that they will provide Ecology and Kirkland with proof of compliance with such terms and conditions upon request by Ecology or Kirkland.

3. ADMINISTRATION. No new or separate legal or administrative entity will be created to administer the provisions of this Agreement. Instead, Kirkland will function as the Administrator for Task Number 2 by perform the following administrative roles: (a) grant management and reporting to the Department of Ecology, with the assistance of the other parties; (b) selecting, entering into, and administering a contract with a consultant for the work to be accomplished under the grant; (c) facilitating regular joint meetings between the parties regarding the consultant's work and implementation of the grant; and (d) such other administrative tasks as may be agreed upon by the parties. The scope of work for the consultant will be agreed upon by the parties and will provide for the work of the consultant to be distributed throughout the parties' jurisdictions consistent with, and in proportion to, the parties' matching amounts.

4. POWERS. The Administrator shall have the power to make recommendations to the parties concerning all matters related to Task Number 2 of the Financial Assistance Agreement and as may be necessary to accomplish the purpose of this Agreement.

5. SCOPE. The scope of this Agreement is Task Number 2 as set forth in the Financial Assistance Agreement.

6. FINANCING. Bellevue, Bothell, Kirkland and Redmond will each provide the City Match Funding Amounts related to Task Number 2 of the Financial Assistance Agreement as set forth in Attachment B. Kirkland will invoice Bellevue, Bothell and Redmond for their respective city matching amounts as set forth below:

   Invoice #1 (on or after January 1, 2023): An amount equal to two-thirds (2/3) of the total city matching amount allocable to each city, as applicable, attributable to calendar year 2022.

   Invoice #2 (on or after completion of Task 2 or July 1, 2023, whichever occurs sooner): An amount equal to the remaining one-third (1/3) of the total city matching amount allocable to each city, as applicable, attributable to the first half of calendar year 2023 and the completion of the task.

   Bellevue, Bothell and Redmond agree to pay Kirkland their respective, pro-rated invoiced amounts within 30 days of receipt of each such invoice.

7. TERMINATION. Should the underlying Financial Assistance Agreement be terminated early, the parties shall be liable only for performance rendered or costs incurred in accordance with their responsible share prior to the effective date of termination

unless the Financial Assistance Agreement provides otherwise with respect to the obligations of Kirkland to Ecology.

8. PROPERTY. The parties do not contemplate the need to purchase property to perform this Agreement. However, should property be purchased/acquired in the performance of this Agreement, it shall be held by the purchasing party and remain with the purchasing property upon termination/completion of this Agreement.

9. CONTACT PERSONS. For purposes of this Agreement, the following persons or successors shall serve as contact persons for their respective jurisdictions:

   City of Bellevue: Erin Hislop, Conservation and Outreach Program Administrator; EHislop@bellevuewa.gov

   City of Bothell: Emily Warnock, Sustainability and Engagement Coordinator; Emily.warnock@bothellwa.gov

   City of Kirkland: Jenna McInnis, Solid Waste and Recycling Coordinator; JMcInnis@kirklandwa.gov,

   City of Redmond: Eberley Barragan, Recycling Coordinator; ebarragan@redmond.gov

10. GENERAL MATTERS AND RECORDING.

    A. Entire Agreement. This Agreement is the complete expression of the terms hereof, and any representations or understandings, whether written or oral, not incorporated herein are excluded.

    B. Modification. This Agreement may only be modified in writing and must be signed by all parties.

    C. No Assignment. No party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other parties.

    D. Venue. Any action filed under or related to this Agreement must be brought in King County Superior Court.

    E. Recording. This Agreement shall be filed with King County Records or otherwise made public by Kirkland in accordance with the Interlocal Cooperation Act.

    F. Indemnification. To the extent that the Constitution and the laws of the State of Washington permit, each party will indemnify and hold the other parties harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

G. Dispute Resolution. If any dispute arises among the parties which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. If the disputing parties do not come to an agreement on the dispute, they may agree to pursue mediation through a process to be mutually agreed upon, with the parties to the dispute sharing equally the costs of mediation and assuming their own costs.

H. Third Party Beneficiaries. This Agreement is for the benefit of the parties only, and no third party shall have any rights hereunder; provided, however, that Ecology shall be a third party beneficiary hereunder.

11. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

City of Bellevue

By: _____
Name:

Title:
Date: _____

Approved as to form:

_____
Brian Wendt, Assistant City Attorney

City of Bothell

By: _____
Name:
Title:
Date: _____

Approved as to form:

_____
City Attorney

City of Kirkland

By: Beth Goldberg
Beth Goldberg (Feb 28, 2022 17:10 PST)
Name: Beth Goldberg
Title: Deputy City Manager
Date: Feb 28, 2022

Approved as to form:

Kevin Raymond
Kevin Raymond (Feb 28, 2022 10:39 PST)
City Attorney

City of Redmond

By: _____
Name:
Title:
Date: _____

Approved as to form:

_____
City Attorney

Attachment A: Financial Assistance Agreement

Attachment B: City Matching Funding Amounts