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**AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LYNNWOOD  
AND THE CITY OF EDMONDS FOR  
JOINT FUNDING OF A RECYCLING COORDINATOR**

THIS AGREEMENT between the City of Lynnwood ("Lynnwood") and the City of Edmonds ("Edmonds"), each a municipal corporation under the laws of the State of Washington, is dated this 20<sup>th</sup> day of December 2012.

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

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

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

WHEREAS both Edmonds and Lynnwood have partially funded their respective programs for 2013 and 2014, yet do not have full funding capability; and

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

NOW, THEREFORE, the parties agree as follows:

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1. Edmonds employs Steve Fisher as Recycling Coordinator, and Lynnwood has approved service provision by Mr. Fisher. Should the position of Recycling Coordinator become vacant during the term of this Agreement, Edmonds shall employ a Recycling Coordinator with appropriate qualifications. The selection of the replacement Recycling Coordinator shall be subject to the approval of Lynnwood, which shall not be unreasonably withheld.
  2. The Recycling Coordinator shall provide Edmonds and Lynnwood with a recycling program during 2013 and 2014 to provide for the activities and services described in exhibit A, which is incorporated herein by reference.
  3. The Edmonds Recycling Coordinator will document actual activities and contacts in meeting the Lynnwood recycling program, and will provide verification of time spent on Lynnwood activities, prior to or at the time of submission of any invoice by Edmonds to Lynnwood for payment under Paragraph 4 below.
  4. For services provided by the Recycling Coordinator, Lynnwood will reimburse Edmonds an amount not to exceed \$26,000.00 in the year 2013 and \$29,000.00 in 2014. Reimbursement shall be paid quarterly at a rate of \$58.85 per hour in the year 2013 and \$60.03 in the year 2014, plus Lynnwood's fair share of direct charges of labor, benefits, and material costs, without the inclusion of overhead or general administrative charges, incurred in administering the Lynnwood recycling program. Edmonds shall notify Lynnwood when

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

- 3
- 4 5. The term of this agreement shall be effective as of January 1, 2013 and will expire December  
5 31, 2014. This agreement may be extended by mutual written agreement of both parties and  
6 upon specific approval of the respective recycling programs for future budget years.
- 7
- 8 6. This agreement may be terminated by either party upon sixty (60) days notice.  
9 Reconciliation of costs, payment, transfer of developed materials, and a current report of  
10 completed activities will be completed within the sixty (60) day period following notice by  
11 either party.
- 12
- 13 7. Lynnwood agrees to indemnify and hold harmless the City of Edmonds from any claims  
14 arising as a result of the administration of Lynnwood's program under this agreement.  
15 Lynnwood and Edmonds shall each be responsible for any and all liability resulting from any  
16 acts or omissions resulting from its own negligent and/or wrongful acts or omissions, and  
17 those of its own agents, employees, contractors, or officials, as the same shall be determined  
18 under the laws of the State of Washington or a mutually approved settlement agreement.
- 19
- 20 8. This agreement incorporates the entire understanding between Edmonds and Lynnwood  
21 regarding the subject matter of this agreement. This Agreement may only be modified in a  
22 writing signed by the parties hereto. It shall be filed with the Department of Ecology and the  
23 Snohomish County Auditor as required by law.
- 24
- 25 9. In addition to the provisions previously stated regarding duration, organization and purpose,  
26 the following provisions are included pursuant to the requirements of RCW 39.34.030.

27

28 9.1 No joint or cooperative undertaking is required by this agreement.  
29 Therefore, no provision is made for the financing of any joint or cooperative  
30 undertaking.

31

32 9.2 No joint property ownership is contemplated under the terms of this  
33 provision. To the extent title to the right of way exists, it shall remain in the  
34 ownership of the party which acquires it. In the event, at the termination of this  
35 agreement, any personal property is jointly owned by the parties, either party  
36 may purchase the interest of the other, with the other party's permission, at fair  
37 market value, as such value is determined by the parties. In the event that neither  
38 party wishes to retain jointly obtained property, it shall be surplussed and the  
39 proceeds divided pro-rata based upon the party's initial contribution to the  
40 purchase of such property. If both parties seek ownership of the property, value  
41 shall be determined as herein provided and the right of the parties to purchase  
42 the property or properties determined by the drawing of lots.

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44 9.3 Because no joint or cooperative undertaking is contemplated by this  
45 agreement, no provision has been made for an administrator or joint board.

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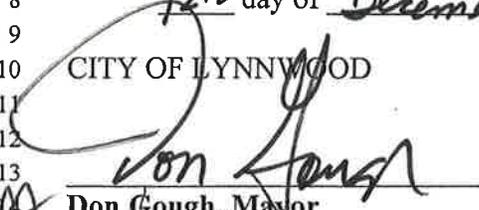
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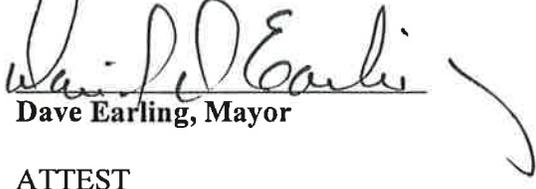
9.4 This agreement shall be effective when listed by subject on the City of Edmonds' web site, Lynnwood's web site or another electronically retrievable public source, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 12<sup>th</sup> day of December, 2012.

CITY OF LYNNWOOD

CITY OF EDMONDS

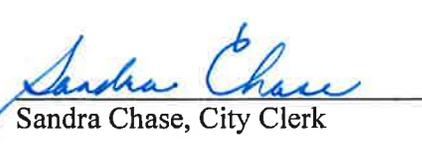
  
\_\_\_\_\_  
Don Gough, Mayor

  
\_\_\_\_\_  
Dave Earling, Mayor

ATTEST

ATTEST

  
\_\_\_\_\_  
Lorenzo Hines, Finance Director

  
\_\_\_\_\_  
Sandra Chase, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
Rosemary Larson, City Attorney

  
\_\_\_\_\_  
Sharon Cates, Office of the City Attorney

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**EXHIBIT A**

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

**CONTINUED PUBLIC EDUCATIONAL MESSAGES & OUTREACH:**

City Newsletter articles.  
Program information section for city Internet web sites.  
Presentations and assistance to schools and businesses.  
Educational 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.

**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 support and maintenance of the 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, cell phones, batteries, and printer cartridges.

**ADMINISTRATIVE DUTIES:**

Grant administration: Quarterly and final reports for Department of Ecology.  
Program evaluation and ordinance research and writing.  
Continuation as part of development Services review, specifically 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)