SJC Agreement No. 12RD.013

INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement is made and entered into at Friday Harbor, Washington, pursuant to RCW 39.34.080 between San Juan County ("COUNTY"), and Washington State University, ("PUBLIC AGENCY").

WHEREAS, the COUNTY desires to enter into an interlocal agreement with the PUBLIC AGENCY to perform certain services and/or tasks set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the PUBLIC AGENCY represents that the PUBLIC AGENCY is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The PUBLIC AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated in the responsibilities of PUBLIC AGENCY throughout this Agreement and as described in Exhibit A, attached and incorporated herein.
2. **TERM**

The Project shall begin upon the execution of this Agreement and shall be completed no later than **June 30, 2013**.

3. **COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the PUBLIC AGENCY except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B and shall not exceed **$22,578.67**.

4. **ADMINISTRATION.**

This Agreement shall be administered by **San Juan County Public Works Director**.

5. **INDEMNIFICATION.**

Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent requires by law, and agrees to save indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the COUNTY and the PUBLIC AGENCY, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

The PUBLIC AGENCY shall also indemnify the COUNTY against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the PUBLIC AGENCY and any employees or volunteers of the PUBLIC AGENCY.

6. **INSURANCE**

A. The PUBLIC AGENCY will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance which must be primary and non-contributory:

1. Comprehensive commercial general liability insurance in the amount of no less than $1,000,000 for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.
Each insurance shall be endorsed to include language containing a “cross liability” or “separation of insureds” indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the PUBLIC AGENCY.

2. Auto liability insurance with limits of no less than $1,000,000 for each person and/or $1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.

3. Standard professional liability insurance covering damages resulting from errors or omissions of the PUBLIC AGENCY or his employees or agents. The limit of liability shall not be less than $1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

4. Statutory workers’ compensation insurance and employer’s liability insurance to cover employees and volunteers as required by state and federal law.

B. The PUBLIC AGENCY shall provide the COUNTY evidence of insurance in the form of a Certificate of Insurance satisfactory to the COUNTY, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon the request of the COUNTY, the PUBLIC AGENCY shall also provide a duplicate (photocopy) of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect the PUBLIC AGENCY’S obligation to hold harmless and indemnify the COUNTY as provided in this Agreement.

7. MAINTENANCE AND INSPECTION OF RECORDS

A. The PUBLIC AGENCY shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the PUBLIC AGENCY shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
B. The PUBLIC AGENCY shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The PUBLIC AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

8. EXTRA WORK

A. The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. The PUBLIC AGENCY must submit its “request for equitable adjustment” or claim under this clause within thirty (30) days from the date of receipt of the written order.

D. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

9. OWNERSHIP OF WORK PRODUCTS

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the COUNTY, shall be forwarded to the COUNTY at its request, and may be used by the COUNTY as it sees fit.

10. TERMINATION

A. Termination for Convenience. The COUNTY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the PUBLIC AGENCY. The PUBLIC AGENCY shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, the PUBLIC AGENCY shall submit a termination claim to the COUNTY. If the PUBLIC AGENCY has any property in its possession belonging to the COUNTY, the PUBLIC AGENCY will account for the same, and dispose of it in the manner directed by the COUNTY.

B. Termination for Cause. If the PUBLIC AGENCY fails to perform in the manner called for in this Agreement, or if the PUBLIC AGENCY fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the PUBLIC AGENCY setting forth the manner in which the PUBLIC AGENCY is in default. The PUBLIC AGENCY will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
11. **MEDIATION**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

12. **ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

13. **WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

14. **SEVERABILITY**

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.
15. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

16. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

San Juan County Public Work  Washington State University
PO Box 729  221 Weber Way
Friday Harbor, WA 98250  Friday Harbor, WA 98250

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 15th day of March 2012.

WASHINGTON STATE UNIVERSITY
Tom Schultz  SAN JUAN COUNTY PUBLIC WORKS
Extension Agent  Frank Muleahy

By:  

Date

APPROVED AS TO FORM ONLY  FINAL APPROVAL
San Juan County Prosecuting Attorney  Pete Rose
Randall K. Gaylord  County Administrator

By:  

Date

15th March 2012  Date
Exhibit A
Scope of Services

TASK TITLE: Master Composter/Recycler Training, Education, and Compost Bin Sales for Alternatives to Burning of Organics, grant #G1200271

Maximum Eligible Task Cost: $22,578.67

Task Description:
A. San Juan County Public Works and WSU Extension will partner to initiate and manage a local Master Composter/Recycler (MCR) training program. The WSU Extension coordinator will develop and provide two sessions (spring of 2012 and 2013) to be held on San Juan Island and simultaneously video conferenced to the public libraries on Orcas and Lopez Islands, with facilitation on Orcas and Lopez possibly provided by trained Master Gardeners or other volunteers; new MCR volunteers from all the islands will be recruited and trained each year.

B. Public composting workshops will also be scheduled for San Juan Island and simultaneously video conferenced to sites on Orcas and Lopez Islands (mid-summer/early fall 2012 and 2013); composting bins and/or bin-making material will be sold at a reduced rate at these public workshops (with bin/material sales being deducted from grant reimbursement as project revenue).

C. Public outreach materials will be provided, including limited production of local composting brochures, also available on webpage and CDs. One piece of education may include a demonstration composting site on display, including educational signage.

WSU Extension program will provide the following services:

Initiate and manage a local MCR training program and public outreach program on composting in San Juan County. Duties include the following for approximately eighteen months (January 2012 – June 2013), with estimated hours highlighted in gray and subject to change:

- A. Develop and provide two training sessions (four hours per week for four weeks including field trips (spring of 2012 and 2013); schedule speakers; recruit new volunteer trainees; publicize training opportunities for all islanders, with one paid WSU Coordinator. Estimated 328 hours over the eighteen month period.

- B. Coordination to provide two composting workshops for the general public (summer/fall 2012 and in June 2013; composting bins and/or bin-making material will be sold at reduced cost. Trained MCR volunteers will help to facilitate the video conferenced public workshops on Orcas and Lopez Islands. Part of the San Juan Island public workshop will be held at the County Fairgrounds and will include instructions on building a larger composting system to provide a permanent composting demonstration site at the Fairgrounds. Estimated 109 hours over the eighteen month period.
C. Coordination of composting outreach activities for the San Juan Islands. Estimated 109 hours over the eighteen month period.

1. Develop and provide composting outreach materials for distribution throughout the County. Use of pre-existing materials is encouraged.
2. Provide on-site outreach at public events to promote composting.

D. Staff time and invoices for rentals, travel, printing, and purchase of compost bins will be billed to Public Works monthly to attention of the accounting department.

Total = 546 hours over the eighteen month period. = 7 hrs/wk on average, but workload will be unevenly distributed.

San Juan County Public Works will provide the following support to WSU Extension:

The County will reimburse WSU Extension for the MCR Coordinator’s salary, rentals, travel, printing, outreach, and purchase of composting bins/materials.

A. The Contract amount is based on estimated hours for these services and proposed rates shown in Exhibit B (below) for the staff performing these functions. Compensation will be based on the actual time reported. $27.54/hour (including base hourly, benefits, and 25% overhead for overarching items like utilities) is allocated for task activities.

B. The grant Agreement will be administered by Public Works staff, including quarterly reimbursement and progress reports to the Department of Ecology. However, the WSU Extension is responsible for providing backup documentation (timesheets, etc.) in a format acceptable for the Department of Ecology. Ecology is funding the composting-related work of this agreement via Coordinated Prevention Grant # G1200271 with San Juan Public Works, which provides up to $16,934 in state dollars towards this effort. Public Works will be responsible for the $5,644.67 in local match.

C. The County Waste Reduction/Hazardous Waste Coordinator will provide limited training (separate from this Agreement) for volunteers on recycling, especially at public events. This is expected to occur in spring 2012 and spring 2013 and is limited to 4 hours for each of the two MCR training sessions outlined above.
### Exhibit B
**Fee Schedule**

**Master Composter Training, Education, and Compost Bin Sales**

**Estimated Cost of Services:**

<table>
<thead>
<tr>
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<th>WSU COORDINATOR SALARY/BENEFITS/ OVERHEAD = $27.54/hr.</th>
<th>OTHER COSTS</th>
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<tbody>
<tr>
<td>A. Develop, schedule, and provide two 4-weeks long training sessions/videoconference, including field trips; advertise program, and solicit trainees. (travel, rentals, ads + CDs)</td>
<td>$7,931.52</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>B. Provide 2 composting workshops/videoconference for the public; purchase and sell composters and materials to build 3-bin composters, travel, speakers, rentals, display ads</td>
<td>$2,754.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>C1. Develop and distribute local composting information for public education (includes websites, CDs, limited printing) C2. Provide for composting education at public events.</td>
<td>$2,203.20</td>
<td></td>
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<tr>
<td><strong>SUBTOTALS</strong></td>
<td><strong>$12,888.72</strong></td>
<td><strong>$9,600.00</strong></td>
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**ESTIMATED TOTAL COST $22,488.72**

**TOTAL MAXIMUM ELIGIBLE COST**

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<tr>
<td>STATE SHARE (75%)</td>
<td>$16,934.00</td>
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<tr>
<td>LOCAL CASH MATCH (25%)</td>
<td>$5,644.67</td>
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