



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

July 19, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: AUGUST 9, 2010

SUBJECT: Agenda Item – Interagency Agreement with the Department of Ecology for Waste Tire Collection & Recycling; July 1, 2010 – December 31, 2010; \$10,350

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health, is requesting Board approval of the Interagency Agreement with the Department of Ecology for Waste Tire Collection & Recycling; July 1, 2010 – December 31, 2010; \$10,350

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Department of Ecology will fund the organization and implementation of a one-day waste tire collection and recycling event, reducing the number of waste tire in the community. An environment free of waste tires is important to the health and safety of Jefferson County citizens. Piles of waste tires harbor mosquitoes and other pests. JCPH will do outreach in the community regarding proper disposal and recycling options, with the desired outcome of reducing the number of illegal dumping of tires. JCPH will work with community partners to staff the event. JCPH anticipates collecting between 2000 – 5000 tires. Tires will be removed by Tire Disposal & Recycling, Inc. from Portland, OR, a licensed tire hauler and disposal contractor. Tires will be recycled, not placed in a landfill. This event will take place at the Gravel pit in Quilcene.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by Department of Ecology.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

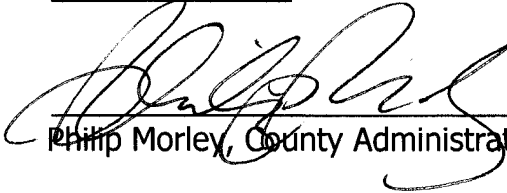
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY


ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCPH management request approval of the Interagency Agreement with the Department of Ecology for Waste Tire Collection & Recycling; July 1, 2010 – December 31,2010; \$10,350

REVIEWED BY:


Philip Morley, County Administrator


Date

(Routed to all Public Health Managers)

INTERAGENCY AGREEMENT NO. C1100XXX
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
AND
JEFFERSON COUNTY PUBIC HEALTH

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY", and JEFFERSON COUNTY PUBIC HEALTH hereinafter referred to as "JCPH"

IT IS THE PURPOSE OF THIS AGREEMENT to facilitate the organization and implementation of a one-day vehicle tire collection and recycling event which, by reducing the number of waste tires in the community and educating residents regarding proper disposal and recycling options, will reduce the probability of illegal dumping of tires.

JCPH will organize and, along with community partners, staff the event. JCPH will advertise the event in local papers and do community outreach regarding the event including doing specific outreach to residents with current and past solid waste complaints.

JCPH anticipates collecting between 2000 and 5000 tires; all tires will be removed by a licensed tire hauler/disposal contractor and between 70-90% of tires will be recycled.

All advertising/outreach materials and collection data will be made available to Ecology for promotion and future events.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

JCPH shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on JULY 1, 2010 and be completed on December 30, 2010 unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$10,350. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Attachment "A" which is attached hereto and incorporated herein.

BILLING PROCEDURE

JCPH shall submit invoices with a state invoice voucher (A19-1A). JCPH invoices will be submitted to the Contract Manager for ECOLOGY, the name and address is provided at the end of this agreement. The invoices will include detailed backup to justify the invoiced amount, including copies of the contractors weight

receipts documenting the tonnages removed. Payment to JCPH for approved and completed work will be made by warrant or account transfer by ECOLOGY within 30 days of receipt of a properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and JCPH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Kara J. Steward
Solid Waste and Financial Assistance
PO Box 47600
Olympia, WA 98504-7600
360-407-6250
360-407-6102 (fax)
kara.steward@ecy.wa.gov

The Contract/Program Manager for Jefferson County Public Health is:

Margie Boyd
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368
(360) 379-4480
(360) 385-9401
margieb@co.jefferson.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

REPRESENTATIVE
Jefferson County

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

Approved as to form only:

David W. Aloney 7/20/10

Jefferson Co. Prosecutor's Office

ATTACHMENT "A"

STATEMENT OF WORK

INSERT DESCRIPTION OF TASKS TO COMPLETE – match the text on page 1 – and fill in the table below to reflect the costs to be invoiced to Ecology at the end of the project. This total will be a NOT TO EXCEED value – a modification would be required if the actual project cost ended up higher.

Tire removal contractor must provide weight receipts (trailer empty and trailer loaded) for the tire removal to document the actual total tons removed.

Task	Unit Cost	Units	Total
Tire Removal	\$1.90 / Tire Avg.	4900 Tires	\$9,310
Event fee	\$400	1	\$400
Staff support	0	0	0
Other equipment	0	0	0
Other supplies (paper for fliers, education materials)	\$50	-	\$50
Advertising	\$600	-	\$600
TOTAL			\$10,350