



## **INFORMATIONAL MEMORANDUM**

**TO:** Transportation and Infrastructure Services Committee  
**FROM:** Hari Ponnekanti, Public Works Director/City Engineer  
**CC:** Mayor Thomas McLeod  
**DATE:** March 22, 2024  
**SUBJECT:** Interlocal Agreement with the City of Tukwila and the City of Maple Valley and the City of Burien for food waste prevention and diversion outreach

### **ISSUE**

Approve an Interlocal Agreement (ILA) with the City of Tukwila (The City) and the Cities of Burien and Maple Valley for the provision of food waste prevention and diversion outreach programming by third-party consultants.

### **BACKGROUND**

Following the successful acquisition of the joint RE+ grant aimed at designing and implementing food waste prevention and diversion education outreach, the City collaborated with Burien and Maple Valley to select a consultant to implement outreach work around the upcoming House Bill 1799.

### **DISCUSSION**

While the City of Tukwila is the primary contracting party with the consultants for the design and implementation of the food waste prevention and diversion programs, this ILA formalizes the cooperative management of the contract. This ILA was created by our City Attorney and approved by the other cities' legal departments as well.

### **FINANCIAL IMPACT**

None.

### **RECOMMENDATION**

The Council is being asked to approve the Interlocal Agreement between the City and the Cities of Burien and Maple Valley and consider this item at the April 1, 2024 Regular meeting and subsequent April 15, 2024 Regular Consent Meeting.

**ATTACHMENTS:** Draft Interlocal Agreement

**INTERLOCAL AGREEMENT FOR ~~WASTE REDUCTION AND~~  
~~RECYCLING~~ FOOD WASTE PREVENTION AND DIVERSION OUTREACH CONSULTING  
SERVICES**

**Between the Cities of Tukwila, Maple Valley, and Burien**

This agreement is entered into pursuant to Chapter 39.34 RCW between the City of Tukwila, Washington (hereafter referred to as the "City of Tukwila"), the City of Maple Valley, Washington (hereafter referred to as the "City of Maple Valley"), and the City of Burien, Washington (hereinafter referred to as the "City of Burien"), collectively referred to as "the Parties." This Interlocal Agreement describes the terms and conditions under which the Parties will receive ~~recycling and~~ food waste prevention and diversion outreach programming from third-party consultants ("Consultants").

**WHEREAS**, the City of Tukwila received grants for the design and implementation of food waste prevention and diversion education and outreach programs for businesses, multifamily properties, and residents.; and

**WHEREAS**, the City of Tukwila will enter into a contract with Consultants for the design and implementation of ~~recycling and~~ food waste prevention and diversion education and outreach programs for businesses, multifamily properties, and residents ("Professional Services Agreements"); and

**WHEREAS**, The City of Tukwila will agree to compensate Consultants for services rendered under the Professional Services Agreements; and

**WHEREAS**, RCW 39.34.030 authorizes an agreement for joint or cooperative action by public agencies upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

**WHEREAS**, the Parties desire to allow for the City of Maple Valley and the City of Burien to receive the same or similar services from Consultants as provided in the Professional Services Agreements, subject to the provisions of this agreement.

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, the parties agree as follows:

1. The recitals are incorporated herein by reference.
2. **Administration.** It is recognized that this Interlocal Agreement has been formulated to provide broad outlines of responsibilities, and it is anticipated that the details of the relationship formed by this agreement will be arrived at through written understandings between the Parties. In the event that the Parties are unable to agree on any provision relative to the administration of this Interlocal Agreement, any such dispute shall be resolved at a meeting of one representative of each of the Parties. In the event the representatives are unable to arrive at a resolution of the dispute, the parties have the option of terminating this agreement as provided herein.
3. **Responsibilities.** The City of Tukwila shall provide payment to Consultants for all work completed under the Professional Services Agreements, inclusive of any work completed in the City of Maple Valley or the City of Burien. The Parties shall each be responsible for coordinating with Consultants to manage work completed within their respective jurisdictions.

**Commented [NMM1]:** Confirm.

**Commented [AS2R1]:** I believe this is correct, but Tukwila to do final confirmation on the language.

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4. Insurance. The City of Tukwila shall require Consultants to procure and maintain for the duration of the Professional Services Agreements, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultants, their agents, representatives, employees or subcontractors, including the following:

1. Commercial Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
3. Worker’s Compensation insurance at the limits established by the State of Washington.

The City of Tukwila shall require that it (including its officials, officers, agents and employees) and the other Parties (including their officials, officers, agents and employees) are named as additional insured on all of the aforementioned policies, for work performed by or on behalf of Consultants.

The City of Tukwila shall obtain from the Consultants either a certified copy of all policies with endorsements attached, or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City of Tukwila shall provide the other Parties with copies of all such policies and documents received from Consultants, upon demand from the Parties.

The City of Tukwila shall require that Consultants defend, indemnify and hold the other Parties, their officers, officials, agents, employees and representatives harmless from any and all claims, injuries, damages, losses or suits, arising out of or in connection with the Consultant’s participation in the Project, except for injuries and damages caused by the sole negligence of the Party. The City of Tukwila shall require that Consultants waive their immunity under Washington’s Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification.

5. Indemnification. Each of the Parties hereby releases and agrees to indemnify and hold harmless the other Parties, their successors and assigns and the officers, employees and agents of each (“Indemnitees”), from and against any and all claims of third parties and losses, harm, cost, liabilities, damages and expenses (including, but not limited to, reasonable attorneys’ fees) arising from the performance of the Professional Services Agreements and its amendments and/or addenda; **PROVIDED**, however, that no Party shall be required to so indemnify any such Indemnitee against liability for damages caused by or resulting from the sole negligence of Indemnitee.

Commented [NMM3]: Confirm that the cities want an indemnification agreement amongst themselves

Commented [AS4R3]: This is acceptable.

6. Term; Termination. This Interlocal Agreement shall be in full force and effect for a period commencing upon execution and ending on December 31, 2025 (“Termination Date”). In the event that the City of Tukwila extends the Professional Services Agreements beyond the Termination Date, this Interlocal Agreement shall be automatically extended consistent with the Professional Services Agreements. However, any Party may withdraw from this Interlocal Agreement at any time by giving ten (10) days written notice to each of the other Parties.

7. Amendment or Modification. This Interlocal Agreement may be amended or modified only by a subsequent written document executed by the City of Tukwila, the City of Maple Valley, and the City of Burien.

8. Administration. The Parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator, or joint board responsible for administering the Agreement will be established by mutual agreement.

9. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

10. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each party will remain the sole owner of its own property.

11. Filing. In accordance with RCW 39.34.040, this Agreement will be filed with the King County Auditor or listed on the web sites of the parties prior to its effective date.

12. Severability. In the event that any provision of this Agreement is determined to be unenforceable or inconsistent with the laws of the State of Washington, the remaining provisions of this Agreement shall continue to be effective and deemed to be in full force and effect.

CITY OF TUKWILA, WASHINGTON

By: \_\_\_\_\_  
[NAME] Thomas McLeod

Title: [TITLE] Mayor

Date: \_\_\_\_\_

Attest / Authenticated

\_\_\_\_\_  
City Clerk

CITY OF MAPLE VALLEY, WASHINGTON

By: \_\_\_\_\_  
Laura Philpot

Title: City Manager

Date: \_\_\_\_\_

Attest/ Authenticated

\_\_\_\_\_  
City Clerk

CITY OF BURIEN, WASHINGTON

By: \_\_\_\_\_  
[ Adolfo Bailon

Title: [City Manager

Date: \_\_\_\_\_

Attest / Authenticated

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City Clerk

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