

Waste Management Administration • Recycling and Operations Program

INTERAGENCY AGREEMENT BETWEEN
_____ MUNICIPALITY AND
THE MARYLAND DEPARTMENT OF THE ENVIRONMENT

Maryland Electronics Collection and Recycling Program - Municipality

THIS INTERAGENCY AGREEMENT (hereinafter “Agreement”), made **this**
_____ **day of** _____, **2009**, by and between the Maryland
Department of the Environment, and _____
for covered electronic device collection and recycling activities;

WHEREAS, the Maryland Department of the Environment (hereinafter “MDE”) has agreed to provide funds obtained from the registration of covered electronic device manufacturers under the Statewide Electronics Recycling Program, for grants to municipalities to implement local covered electronic device recycling programs,

WHEREAS, _____ Municipality (hereinafter “Municipality”) has agreed to provide certain covered electronic device collection and recycling activities as set forth in the attached Scope of Work approved by MDE for the Municipality Covered Electronic Device Collection and Recycling Program,

WHEREAS, MDE agrees to provide a grant to the Municipality and pay the Municipality for eligible actual costs in implementing the Workplan in the Scope of Work approved by MDE,

WHEREAS, the Municipality agrees to provide all information and data regarding the collection and recycling of covered electronic devices under the Municipality’s Electronics Collection and Recycling Program to MDE as stated in the Scope of Work approved by MDE,

NOW, THEREFORE, for and in consideration of the mutual promises herein contained be it agreed by and between the parties as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to increase recycling of covered electronic devices by Municipality residents through the implementation of a responsible Municipality collection and recycling program.

2. SOURCE AND LEVEL OF FUNDING AND PAYMENT METHOD

MDE payments to the Municipality shall be made in accordance with the terms of the approved Scope of Work. The source of funding shall be electronics manufacturer registration fees from the State Recycling Trust Fund (“Fund”) and will be limited to the maximum funding level stated in, and approved by MDE, in #16 below. Payments under this Agreement are subject to the funding available in FY 2009 in the Fund. Charges for late payment are prohibited. MDE reserves the right to withhold payment for any invoice that is submitted for work that was not performed adequately, or an invoice containing a discrepancy or inconsistency in the billing amount. MDE and the Municipality will each appoint a representative to resolve any disputes regarding work performance or invoice discrepancies.

It is MDE’s goal to process sufficiently documented Municipality invoices within 25 days. Invoice review and processing should be given a high priority, and any problems that delay processing shall be documented by MDE in writing.

3. MUNICIPALITY RESPONSIBILITIES

The Municipality shall furnish all supervision, labor, materials, and equipment necessary to perform the responsibilities set forth in the approved Scope of Work attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement. The Municipality’s responsibilities include, without limitation, providing all of the logistics for the MDE approved Electronics Collection and Recycling Program grant activity. By execution of this Agreement, the Municipality expressly authorizes and approves MDE to further promote the Municipality’s Electronics Collection and Recycling Program.

4. MDE RESPONSIBILITIES

MDE shall reimburse the Municipality for eligible actual costs related to the Electronics Collection and Recycling Program approved by MDE, up to the maximum grant amount awarded and stated in the Notice to Proceed. MDE shall fulfill responsibilities as set forth in the approved Scope of Work attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement.

5. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year from the date it is executed by MDE. Prior to the expiration date, the Municipality may submit a written request to extend the grant term for a period of up to six (6) months. The written request should be on Municipality letterhead and include the purchase order number, reason for the extension request, revised work schedule, and the end date. MDE reserves the right to deny the request.

6. AGREEMENT REPRESENTATIVES

The following individuals shall have authority to act under this Agreement on behalf of their respective parties:

MDE: Horacio Tablada, Director (Name, Title)
Waste Management Administration (Department)
Maryland Department of the Environment (Organization)

(410) 537-3304 (Phone Number)

MUNICIPALITY: _____ (Name, Title)
_____ (Department)
_____ (Municipality)
_____ (Phone Number)

Unless otherwise specified by law or regulation or in an addendum to the Agreement, MDE's Waste Management Administration Director or designee is the only official authorized to enter into or administer the Agreement, to make determinations and findings with respect to the Agreement, authorize changes to the Scope of Work, or issue Stop Work Orders.

Unless otherwise specified in an addendum to this Agreement, the Principal Contacts below are to be contacted for the purposes of communicating routine information, requesting assistance, or making routine inquiries with respect to the Agreement.

MDE: David Mrgich, Chief (Name)
WAS/Recycling and Marketing Division (Address)
1800 Washington Blvd., Suite 610 (Address)
Baltimore, MD 21230-1719 (Address)
410-537-3314 (Phone Number)
410-537-3321 (Fax Number)
dmgich@mde.state.md.us (email Address)

MUNICIPALITY: _____ (Name)
_____ (Address)
_____ (Address)
_____ (Address)
_____ (Address)
_____ (Phone Number)
_____ (Fax Number)
_____ (email Address)

Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate Principal Contact at the address indicated in the Agreement. If no Principal Contact is named, then the person executing the Agreement for a party shall be the Principal Contact for purposes of notice.

7. AMENDMENTS

This Agreement may be amended only by the mutual written consent of both parties.

8. RETENTION OF RECORDS – AUDITS

MDE shall have the right, during reasonable business hours, to examine and audit records of the Municipality which MDE deems necessary or advisable in order to verify compliance with the terms and conditions of this Agreement and invoices submitted pursuant to this Agreement. The Municipality and its contractor(s) or subcontractor(s) shall retain and maintain all records and documents relating to this Agreement for a period of five years following payment by MDE of the final invoice, or any applicable statute of limitations, whichever is longer. The Municipality shall, make such records and documents available for inspection and audit by authorized representatives of MDE, including the Procurement Officer or designees, at all reasonable times.

9. ANTI-DISCRIMINATION PROVISION

The Municipality agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

10. SUBCONTRACTING

The Municipality is free to subcontract any portion of the grant. The State encourages the utilization of minority business (MBE) for any subcontracting opportunities. The proposer shall identify any certified MBE's to be utilized, the portion of the work that they will perform and the total dollar value which that work represents. The Municipality will provide to MDE, upon request, copies of any subcontractor invoices, proof of payments, records, timesheets, work logs, contracts, or any other documents or information needed in order for MDE to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Municipality of any responsibility for fulfilling all the requirements of this Agreement.

Any and all subcontractors retained by the Municipality in the course of performance of this Agreement shall indemnify and save harmless and defend the State of Maryland, MDE, the Municipality, and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Municipality or MDE, or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against MDE or the Municipality.

11. RIGHT TO DATA, PUBLIC DISCLOSURE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide and justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

12. LAW APPLICABLE

This Agreement shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

The Municipality will observe and comply with Federal, State and local laws and ordinances that affect, in connection with the Agreement, the work to be performed, those employed or engaged in connection therewith, any material or equipment used, or the conduct of the work itself.

The Municipality, to the extent permitted by law, shall protect, indemnify, and hold MDE and its officers, employees and agents harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, for personal injury to, or death of, any person, or loss or damage to property, or contamination of or adverse to the environment, or any violation of governmental laws, regulations, caused solely by the acts, errors or omissions of the Municipality, its agents, contractors or employees, in connection with or as a result of this Agreement or the performance of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts, errors or omissions of MDE or other person (as the case may be) asserting indemnification hereunder. This indemnification provision is for the protection only of MDE and the persons expressly designated herein and shall not establish, of itself, any liability to third parties.

13. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to: (a) provide a benefit to any third party; (b) operate in any way as promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

14. TERMINATION

The performance of work under this Agreement may be terminated by mutual agreement or unilaterally upon 30 days written notice to the other party.

15. EFFECTIVE DATE

This Agreement shall become effective upon the date it is executed by MDE and shall expire one (1) year from that date unless an extension is granted by MDE (see #5, above).

16. MAXIMUM AMOUNT OF COMPENSATION (TO BE COMPLETED BY MDE)

Payment for services performed during the term of this Agreement shall not exceed _____ dollars (\$_____) in Purchase Order #_____.

AGREED:

_____ **MUNICIPALITY**

_____	BY: _____
WITNESS (SIGNATURE)	NAME (SIGNATURE)
_____	_____
WITNESS NAME (PRINTED)	NAME (PRINTED), TITLE
_____	_____
DATE	DEPARTMENT

MARYLAND DEPARTMENT OF THE ENVIRONMENT

_____	BY: _____ <i>(Signature)</i>
WITNESS (SIGNATURE/PRINT)	HORACIO TABLADA, DIRECTOR
_____	WASTE MANAGEMENT ADMINISTRATION
DATE	

_____	BY: _____ <i>(Signature)</i>
WITNESS (SIGNATURE/PRINT)	<i>(Print Name)</i>
_____	<i>(Title)</i>
DATE	ADMINISTRATIVE SERVICES ADMINISTRATION