CONTRACT 6288

CONTRACT # D39909D

INTERLOCAL AGREEMENT FOR 2010-2011

Between

KING COUNTY and the CITY OF REDMOND

This two-year Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Redmond, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Ordinance No. 16717

City Redmond

PREAMBLE

King County and the City of Redmond adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and direction. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Redmond by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2010 shall not exceed $79,874. The City understands that even though this agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.

2. This agreement provides for distribution of 2010 and 2011 grant funds to the City. However, 2011 funds are not available until January 1, 2011, and 2011 funding is contingent upon King County Council approval of the 2011 King County budget.

3. During the two year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a city official. These reports will include:

    a) a description of each activity accomplished pertaining to the scope of work; and

    b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.

    If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2012.

    If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on January 31, 2011 and March 31, 2012.

    Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2011 and January 2012, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

3. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2012.

4. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

5. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.

6. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

7. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

   These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

10. The City shall maintain a record of the use of any equipment that costs more than $1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2012.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."

12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.

13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.

14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.

15. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.

16. This project shall be administered by the City's Recycling Coordinator at: 15670 NE 85th St.; Redmond, WA 980073-9710; Phone: (425)556-2811; Fax: (425)556-2820; Email: jjin@redmond.gov, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of $5,000 per year with the balance of funds to be allocated according to the city's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than $10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to $10,000 per year.

The City of Redmond's budgeted grant funds for 2010 are $79,874. Unspent 2010 funds may be carried over to 2011, but 2011 funds will not carry over to 2012.

The City of Redmond's estimated grant funds for 2011 are $79,874. 2011 funds are not available until January 1, 2011, and 2011 funding is contingent upon King County Council approval of the 2011 King County budget. Following approval of the 2011 King County budget, the County's grant program administrator will notify the city of the final 2011 grant funding.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.

3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Redmond" and/or "text provided courtesy of the City of Redmond".

4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

5. The waste reduction and recycling grant program shall be administered by Morgan John, a Project Manager, or designee, to be specified by the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2010 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2010 and shall terminate on June 30, 2012. The City shall not incur any new charges after December 31, 2011. However, if execution by either party does not occur until after January 1, 2010, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2010 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice

B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.

C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be $1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a $2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.

B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Jerome Jin
15670 NE 85th St.
P.O. Box 97010 MS: 2NPW
Redmond, WA 980073-9710

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

City

(Title) MAYOR

2/24/10
Date

Pursuant to _____

Approved as to form:

City Attorney

2/23/10
Date

King County

King County
Accepted for King County Executive

By _____
Christie True, Director
Department of Natural Resources & Parks

For Dow Constantine, King County Executive

7/15/2010
Date

Pursuant to Ordinance No. 16717

Approved as to form:

King County Prosecuting Attorney

7/2/10
Date

THE CITY OF REDMOND
PUBLIC WORKS DEPARTMENT
NATURAL RESOURCES DIVISION
Phone: (425)556-2811
Fax: (425)556-2820

Exhibit A

Project: Citywide Special Recycling and Collection Events

1. **Title, Schedule and Location:**

Title: The City of Redmond Special Recycling and Collection Events.

Schedule:

Event	Day & Date	Hours
Spring Event	Saturday, April 10th, 2010	9:30 a.m. - 4:00 p.m.
Summer Event	Saturday, July 17th, 2010	9:30 a.m. - 4:00 p.m..
Fall Event	Saturday, October 2nd, 2010	9:30 a.m. - 4:00 p.m..
Spring Event	Saturday, April 9th, 2011	9:30 a.m. - 4:00 p.m.
Summer Event	Saturday, July 16th, 2011	9:30 a.m. - 4:00 p.m.
Fall Event	Saturday, October 8th, 2011	9:30 a.m. - 4:00 p.m.

Location: The City of Redmond's Maintenance & Operation Center
(18120 NE 76th Street, Redmond, WA 98052)
(The above schedule and location are subject to change, which will be provided to you once finalized.)

2. **Manager:**

Jerome Jin
15670 NE 85th St.
P.O. Box 97010 MS: 2NPW
Redmond, WA 980073-9710
Phone: (425)556-2811
Fax: (425)556-2820
Email: jjin@redmond.gov

3. **Activities:**

Collection and Service to Be Provided:

➢ Cash and Food Donation ➢ Paper Shredding ➢ Tires ➢ Skateboards, Scooters, Bicycles & Tricycles ➢ Reusable Household Goods & Textiles ➢ Vehicle & Household Batteries ➢ Ink Jet/Laser Cartridge, Pagers & Cell phones	➢ Bulky Styrofoam blocks ➢ Refrigeration Units & Air Conditioners ➢ Scrap Metals ➢ Bulky garbage ➢ CDL ➢ Bulky Organic & Wood Waste ➢ Bricks, Rocks and Asphalt ➢ Ceramic Toilets

(The above list may change according to the market conditions. * The household batteries are also collected bi-weekly from eight permanent drop-off locations sponsored by the City's Recycling Program.)

Educational Materials:

- The City of Redmond Magazine, *Focus on Redmond*;
- The Wastemobile Brochure/Schedule;
- Other materials available to the City from DOE, the Health Department, KC and/or other agencies.

Event promotional methods:

The events will be promoted through the City's website and direct mailings to both single- and multi-family residents in Redmond.

Event staffing (number):

Event Manager:	Jerome Jin (1)
Traffic Control:	City of Redmond's Police Officers (4)
Greeters:	City Employees (6)
Event Staff:	City Employees (40)
Vendors:	Vendors' Employees (40)
Volunteers:	Vary in number based on availability

4. **Budget:**

	Expense Items	Total Hours	Hourly Rate*	Total Cost	WRR Fund	LHWMP Fund	CPG Fund	City Fund
a)	City Staff	38.94%			67%	14%		17%
	Planning and Administration (plus benefits)	*270.00*	46.815	*12,640.05*	*8,516.67*	*2,823.38*	*0.00*	*1,300.00*
	Overtime at event	*384.00*	*35.00*	*13,440.00*	*9,408.00*	*918.62*	*0.00*	*3,113.38*
	City Staff Cost Total	654.00	---	26,080.05	17,924.67	3,742.00	0.00	4,413.38
b)	Consultant costs				0.00	0.00	0.00	0.00
c)	Professional Services							
	Bulky material hauling and disposal			*15,000.00*	*4,500.00*	*0.00*	*0.00*	*10,500.00*
	Scrap metals			*700.00*	*700.00*	*0.00*	*0.00*	*0.00*
	CFC units collection			*300.00*	*0.00*	*0.00*	*0.00*	*300.00*
	Paper Shredding			*500.00*	*500.00*	*0.00*	*0.00*	*0.00*
	Tire recycling			*700.00*	*500.00*	*0.00*	*0.00*	*200.00*
	Battery recycling			*800.00*	*0.00*	*800.00*	*0.00*	*0.00*
	(also including monthly on-site pickups)			*2,000.00*	*1,000.00*	*1,000.00*	*0.00*	*0.00*
	Cement/brick/toilet recycling			*200.00*	*200.00*	*0.00*	*0.00*	*0.00*
	Document Shredding			*500.00*	*0.00*	*0.00*	*0.00*	*500.00*
	Mattress Recycling			*250.00*	*0.00*	*0.00*	*0.00*	*250.00*
	Styrofoam Packaging Material Recycling			*400.00*	*0.00*	*0.00*	*0.00*	*400.00*
	Sub-total			21,350.00	7,400.00	1,800.00	0.00	12,150.00
d)	Printing and paper			1,000.00	0.00	0.00	750.00	250.00
e)	Mailing			2,000.00	500.00	0.00	1,500.00	0.00
f)	Equipment and supplies			2,100.00	800.00	0.00	525.00	775.00
Total (per event)		---	---	52,530.05	26,624.67	5,542.00	2,775.00	17,588.38
Number of Events				3	3	3	3	3
2010 Total (Three Events)				157,590.15	79,874.00	16,626.01	8,325.00	52,765.14
2011 Total (Three Events)				157,590.15	79,874.00	16,626.01	8,325.00	52,765.14

5. Project Grant/Reimbursement Summary

Year	Project	Grant Amount
2010	Recycling and Collection Events	$79,874.00
2011	Recycling and Collection Events	$79,874.00
Sum		**$159,748.00**

6. Project Evaluation and Reporting

The following measures will be used to evaluate the project. Its results will be reported to King County Solid Waste Division along with a reimbursement request.

- The number of vehicles that participate in each event;
- The volume of each material that is collected;
- Itemized event cost by budget category;
- The tabularized comparisons of customer participation rate and material tonnages between the current calendar year(s) and the previous years
- The summary of survey data and/or comments collected, if available.

Grant Guidelines

Program Eligibility:

Grant funds may be used for any of the programs previously funded by the City Optional and Waste Reduction Recycling Programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities should also refer to the 2001 Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (296-8443).

Eligible for funding:

- School WR/R education/implementation programs
- Compost bin sales/giveaways
- Cooperative grasscycling programs
- Grants for turning yard waste and tree trimmings into mulch
- Promotion and education of new solid waste and recycling services
- Business recognition programs
- Recycling Collection Events, including collection of tires
- Business, WR/R, residential education/communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities

Eligible for funding on a case by case basis, as long as program is part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

Collection of garbage, except for residual garbage related to the collection of recyclables.

Collection of any household hazardous waste items including, but not limited to:
(Cities should pursue funding through LHWMP or CPG)

- Treated wood
- Paint
- Lead acid batteries
- Oil, gasoline, and antifreeze
- Florescent lights
- Household Hazardous Waste education programs

Grant Administration:

Requests for Reimbursement:

Cities may submit as few as two requests for reimbursement during the funding cycle, with the first request due by January 31, 2011 and the final request due no later than March 15, 2012. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, Oct. 31 and Jan 31 of each year, except for the final request for reimbursement, which is due no later than March 15, 2012. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

By December 31st of each year of the grant cycle, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2012. (Note: The final request for reimbursement would still need to be submitted by March 15, 2012.) All Progress and Final Reports need to be signed by a city official. Signed reports may be submitted via facsimile.

Amendments:

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.