



CITY OF BLACK DIAMOND
February 4, 2010 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Presentation – Corinna D. Harn

Presentation – Changes Recommended to 18.08.220(B) of the Black Diamond Municipal Code regarding 90 Deadline for Appeals to be Heard and Decided
Ms. Wheeler &
Ms. Proctor

1.) AB10-014 – Planning Commission Appointment
Mayor Olness

UNFINISHED BUSINESS: None

NEW BUSINESS:

2.) AB10-009 – Ordinance Amending Chapter 10.04.100 of the Municipal Code
Mr. Nix

3.) AB10-010 – Resolution Authorizing Contract Supplement with Hammond Collier Livingstone Wade
Mr. Boettcher

DEPARTMENT REPORTS:

Fire Department – Chief Smith

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

4.) AB10-011 – Resolution Authorizing Amendment #2 to Local Hazardous Waste Management Program #D37962D Contract
Mr. Nix

5.) AB10-012 – Resolution Authorizing Interlocal Agreement for 2010-2011 Recycling Program
Mr. Nix

6.) AB10-013 – Resolution Authorizing Coordinated Prevention Grant Agreement Mr. Nix

7.) Claim Checks – February 4, 2010 No. 35129 through No. 35184 in the amount of \$79,888.25

8.) Minutes –Council Meeting of January 21, 2010

EXECUTIVE SESSION: To discuss Potential Litigation pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Confirmation of Mayor's Appointment to the Planning Commission	Agenda Date: February 4, 2010		AB10-014
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Noel Treat		
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Stephanie Metcalf		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments:			
SUMMARY STATEMENT: <p>As of January 1, 2010 a vacancy existed on the City's Planning Commission due to the election of Craig Goodwin as a City Councilmember.</p> <p>In December of 2009 staff advertised for the upcoming vacancy. Seven applications were received and reviewed by the Mayor and the Community Development Director. Interviews were conducted for three of the applicants and the Mayor is seeking Council confirmation of her appointment of Sheri Roth to the City of Black Diamond's Planning Commission.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Sheri Roth to the City of Black Diamond's Planning Commission.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 4, 2010			

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Ordinance No. 10-934, updating Section 10.04.100 of the Black Diamond Municipal Code regarding parking fees	Agenda Date: February 4, 2010		AB10-009
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: N/A	Aaron Nix – Natural Resources/Parks X		
Fund Source: N/A	Comm. Dev. – Steve Pilcher		
Timeline: N/A			
Attachments: Ordinance No. 10-934, Redlined version of code changes, Clean version of code changes			
SUMMARY STATEMENT: <p>The Black Diamond Park's Committee made staff aware that the parking fee along 296th at the Lake Sawyer Boat Launch needed to be clarified within city code. This ordinance clarifies that the fee applies to vehicles with boat trailers and allows the fee to be updated within the City's fee resolution. Noel Treat, City Attorney, has also reviewed the code and has offered some clarifying language to the existing code.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Parks Committee made recommendation to move to the full City Council for adoption at its December 17, 2009 committee meeting.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 10-934, updating section 10.04.100 of the Black Diamond Municipal Code regarding parking fees.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
February 4, 2010			

ORDINANCE NO. 10- 934

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, UPDATING SECTION 10.04.100 OF THE BLACK DIAMOND MUNICIPAL CODE REGARDING PARKING FEES

WHEREAS, city parks perform a vital social function by providing a place for individuals and families to enjoy a natural setting and escape many of the sounds and activities that are otherwise part of city life; and

WHEREAS, this social function shall become even more important in the future as population growth brings increased density and commercial development occurs within our city; and

WHEREAS, the City is authorized to impose user fees to regulate the use of parks and parking facilities and to provide funding for maintenance and capital improvement costs associated with such use; and

WHEREAS, the City wishes to update and revise the existing city code regarding parking fees at Lake Sawyer Boat Launch Park,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The existing Black Diamond Municipal Code 10.04.100 is hereby repealed and replaced with the following:

10.04.100 Payment of parking fee or annual pass required.

A. A vehicle with a boat trailer may park in the City of Black Diamond at Lake Sawyer Boat Launch Park on SE 296th Street only if the required parking fee is paid in advance or the vehicle prominently displays, in the manner directed by the city, a current, valid annual parking pass that has been issued for that vehicle. Failure to pay the vehicle with boat trailer parking fee as required herein or clearly display a current, valid annual parking pass issued for that vehicle is a civil infraction subject to a one hundred dollar civil penalty.

B. Parking fee: A daily fee shall be paid in advance for each vehicle with a boat trailer parking at Lake Sawyer Boat Launch Park. The fee shall be five dollars. Future daily parking fee rates will be established by a resolution of the city council.

The city will provide a pay station in which the fee shall be deposited. Payment of the fee will entitle the vehicle to be parked for a continuous twelve hour period in a single calendar day, subject to such park hours of operation and closure as are prescribed by the city. If a vehicle leaves the parking area and then returns, another parking fee shall be paid in full.

C. Annual Pass.

1. In lieu of paying the daily parking fee set forth above, an annual parking pass may be purchased from the city for a specific vehicle with a boat trailer and prominently displayed on such vehicle, in the manner directed by the city, while the vehicle is parked at Lake Sawyer Boat Launch Park.

2. Duration. An annual pass will be valid until December 31st of the year in which it is issued.

3. Fee. An annual pass for vehicle with boat trailer parking will be issued for a vehicle upon payment of the appropriate annual pass fee. The fee shall be sixty dollars per vehicle year, thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. A ten dollar replacement fee will be charged to replace a lost or stolen pass or to change the vehicle to which it will apply. Future fee rates for the annual pass will be established by a resolution of the city council.

4. Proof of Identity. A person must prove they are the registered or legal owner of the vehicle by showing identification and registration at the time of purchase of the annual pass. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004).

Section 2. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 3. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the 4th day of February, 2010.

Passed by the City Council on the 4th day of February, 2010.

Mayor Rebecca Olness

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Noel Treat, City Attorney

Posted: _____

Published: _____

Effective Date: _____

Chapter 10.04.100 Existing and Proposed Code Changes

10.04.100 Parking fee required. (Existing Code)

- A. Park fee: all vehicles inside the city of Black Diamond, Lake Sawyer Park on SE 296th Street shall pay, in advance, five dollars per day cash fee.
- B. The city will provide a pay station box in which deposits shall be made.
- C. Failure to pay the parking fee in advance is a civil infraction subject to a one hundred dollars civil penalty.
- D. Annual Pass.
 - 1. Duration. An annual pass will be valid from January 1st through December 31st of each respective year.
 - 2. Cost. The initial fee for 2005 will be sixty dollars per vehicle year and thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. A ten dollar replacement fee will be charged to replace a lost permit, or for a change of vehicles. Subsequent costs of the pass will be established in the current city fee resolution.
 - 3. Proof of Identity. A person must prove they are registered or legal owner of the vehicle by showing identification and registration at the time of purchase of the annual pass. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004)

10.04.100 Payment of parking fee or annual pass required. (Proposed Code)

A. A vehicle with a boat trailer may park in the City of Black Diamond at Lake Sawyer Boat Launch Park on SE 296th Street only if the required parking fee is paid in advance or the vehicle prominently displays, in the manner directed by the city, a current, valid annual parking pass that has been issued for that vehicle. Failure to pay the vehicle with boat trailer parking fee as required herein or clearly display a current, valid annual parking pass issued for that vehicle is a civil infraction subject to a one hundred dollar civil penalty.

BA. Vehicle with boat trailer-Parking fee: A daily fee shall be paid in advance for each vehicle with a boat trailer parking at inside the city of Black Diamond, Lake Sawyer Boat Launch Park on SE 296th Street shall pay, in advance, five dollars per day cash fee. The fee shall be five dollars. Future daily parking fee rates will be established by a resolution of the city council. Subsequent costs of the per day cash fee will be established in the current city fee resolution.

B. The city will provide a pay station in which the fee shall be depositeddeposits shall be made. Payment of the fee will entitle the vehicle to be parked for a

continuous twelve hour period in a single calendar day, subject to such park hours of operation and closure as are prescribed by the city. If a vehicle leaves the parking area and then returns, another parking fee shall be paid in full.

~~C. Failure to pay the vehicle with boat trailer parking fee in advance is a civil infraction subject to a one hundred dollars civil penalty.~~

~~D.~~ C. Annual Pass.

1. In lieu of paying the daily parking fee set forth above, an annual parking pass may be purchased from the city for a specific vehicle with a boat trailer and prominently displayed on such vehicle, in the manner directed by the city, while the vehicle is parked at Lake Sawyer Boat Launch Park.

2. Duration. An annual pass will be valid from January 1st through until December 31st of the year in which it is issued each respective year.

3. Fee Cost. The annual pass for vehicle with boat trailer parking will be issued for a vehicle upon payment of the appropriate annual pass fee. The fee shall be is sixty dollars per vehicle year, and thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. A ten dollar replacement fee will be charged to replace a lost or stolen pass permit, or to for a change the vehicle of vehicles to which it will apply. Future fee rates for the annual pass Subsequent costs of the pass will be established by in the current city fee a resolution of the city council.

4. Proof of Identity. A person must prove they are the registered or legal owner of the vehicle by showing identification and registration at the time of purchase of the annual pass. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004).

Chapter 10.04.100 Existing and Proposed Code Changes

10.04.100 Parking fee required. (Existing Code)

A. Park fee: all vehicles inside the city of Black Diamond, Lake Sawyer Park on SE 296th Street shall pay, in advance, five dollars per day cash fee.

B. The city will provide a pay station box in which deposits shall be made.

C. Failure to pay the parking fee in advance is a civil infraction subject to a one hundred dollars civil penalty.

D. Annual Pass.

1. Duration. An annual pass will be valid from January 1st through December 31st of each respective year.

2. Cost. The initial fee for 2005 will be sixty dollars per vehicle year and thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. A ten dollar replacement fee will be charged to replace a lost permit, or for a change of vehicles. Subsequent costs of the pass will be established in the current city fee resolution.

3. Proof of Identity. A person must prove they are registered or legal owner of the vehicle by showing identification and registration at the time of purchase of the annual pass. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004)

10.04.100 Payment of parking fee or annual pass required. (Proposed Code)

A. A vehicle with a boat trailer may park in the City of Black Diamond at Lake Sawyer Boat Launch Park on SE 296th Street only if the required parking fee is paid in advance or the vehicle prominently displays, in the manner directed by the city, a current, valid annual parking pass that has been issued for that vehicle. Failure to pay the vehicle with boat trailer parking fee as required herein or clearly display a current, valid annual parking pass issued for that vehicle is a civil infraction subject to a one hundred dollar civil penalty.

B. Parking fee: A daily fee shall be paid in advance for each vehicle with a boat trailer parking at Lake Sawyer Boat Launch Park. The fee shall be five dollars. Future daily parking fee rates will be established by a resolution of the city council.

The city will provide a pay station in which the fee shall be deposited. Payment of the fee will entitle the vehicle to be parked for a continuous twelve hour period in a single calendar day, subject to such park hours of operation and closure as are prescribed by the city. If a vehicle leaves the parking area and then returns, another parking fee shall be paid in full.

C. Annual Pass.

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2. Duration. An annual pass will be valid until December 31st of the year in which it is issued.

3. Fee. An annual pass for vehicle with boat trailer parking will be issued for a vehicle upon payment of the appropriate annual pass fee. The fee shall be sixty dollars per vehicle year, thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. A ten dollar replacement fee will be charged to replace a lost or stolen pass or to change the vehicle to which it will apply. Future fee rates for the annual pass will be established by a resolution of the city council.

4. Proof of Identity. A person must prove they are the registered or legal owner of the vehicle by showing identification and registration at the time of purchase of the annual pass. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004).

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-669, authorizing the 4th Supplement to the Professional Services agreement with Hammond Collier Wade Livingstone for the Railroad Avenue Street Improvement Project	Agenda Date: February 4, 2010 AB10-010		
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	Interim City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$135,890.00	Court –		
Fund Source: Capital budget	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments: Resolution No. 10-669, Staff Report, Contract Supplement #4, CIP sheet, Original contract			
SUMMARY STATEMENT: See attached			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-669, authorizing the Mayor to sign the 4th Supplement with Hammond Collier Wade Livingston for services during construction for the Railroad Avenue Street Improvement Project in the amount of \$135,890.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 4, 2010			

RESOLUTION NO. 10-669

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING SUPPLEMENT #4 TO THE EXISTING
CONTRACT WITH HAMMOND COLLIER WADE
LIVINGSTONE FOR ENGINEERING SERVICES ON THE
RAILROAD AVENUE STREET IMPROVEMENT PROJECT**

WHEREAS, Hammond Collier Wade Livingstone is under contract with the City for engineering services on the Railroad Avenue Street Improvement Project; and

WHEREAS, the design is complete, the project has been advertised, and the bid awarded to J.R. Hayes and Sons; and

WHEREAS, The City is in need of project management, engineering services, surveying and full time inspection from project start up to close out; and

WHEREAS, Hammond Collier Wade Livingstone has qualified staff available to fulfill these duties on behalf of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute Supplement No. 4 with Hammond Collier Wade Livingstone in the amount of \$135,890.00 for construction management, inspections and engineering and surveying services during the construction of the Railroad Avenue Street Improvement Project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Staff Report

Proposal:

Staff is proposing to amend the existing contract with HCWL, to provide for the project management, surveying, and inspection services for the Railroad Ave project from start up activities through construction and final project acceptance.

Comparison of recommended action and other alternatives:

HCWL / Recommended action

Contracting with HCWL as proposed will consolidate the project management, surveying, and engineering services during construction and inspection into one contract. In addition, it will bring the oversight and overall project quality control from the design engineer, Ken Gunther, who is very familiar with the project. HCWL also has surveyors that will be utilized under the contract amendment who are familiar with the design and the control in the area. The city has conducted reference checks with other jurisdictions where HCWL has served as project manager and we received good reports.

Use City staff for project management

Seth and Aaron Nix both have intensive involvement in the Master Planned Development review of the Villages and Lawson Hills proposals through March. Dan DalSanto is taking on other various project management activities from Seth including the management of the Morgan Street sidewalk project. The City currently does not have the staff availability to provide the level of oversight that the Railroad Avenue project requires.

Advertise and hire a temporary project manager

It would take a significant amount of additional staff time to go through an advertisement and selection process to bring on a temporary employee in lieu of recommended of the HCWL contract amendment. There would be approximately the same or greater level of risk in bringing on a new hire as opposed to contracting with HCWL who is already familiar with the project and has a pre-established working relationship with city staff. There could be some cost advantage to the city hiring their own project manager, but a higher staff administration requirement to go through the recruitment process. A contract with HCWL for surveying and engineering assistance during the construction phase would still be necessary even if a temporary employee were hired to provide project management.

Budget

This project is within budget and on schedule.

Next Steps

Once the contractor has submitted the signed contract with all of the required bonds and insurance, a Preconstruction Conference will be set and coordinated by

HCWL. A notice to proceed will be sent out at approximately the same time which will establish the start date of the contract.

Supplemental Agreement Number 4	Organization and Address Phone: Hammond Collier Wade Livingstone 7502 Lakewood Dr. W. Suite D Lakewood, WA 98499 (253) 472-1992	
Original Agreement Number 07-20-011		
Project Number 07-20-011-07	Execution Date	Completion Date 06/30/10
Project Title Railroad Ave. Limited Construction Management Assistance, and Construction Survey Staking	New Maximum Amount Payable \$ 253,461.00	
Description of Work: Provide construction management, inspection, as well as construction staking for the Railroad Avenue Project.		

The City of Black Diamond desires to amend the Professional Services Agreement entered into with Hammond Collier Wade Livingstone (Consultant) and dated February 19, 2008. The parties here by agree to the following amendments to the Agreement.

I

Consultant shall provide the additional services set forth in the attached Exhibit A, Supplement 4..

II

Compensation for the additional services added to the Agreement by this Supplement is based upon substantial completion of the Project occurring on or before May 27, 2010 and for final acceptance by the City to occur within eight business days thereafter. In the event final acceptance does not occur by such date and such delay is not caused by the acts or omissions of the Consultant, Consultant shall be compensated for additional work satisfactorily performed to the date of final acceptance on a time and materials basis at the rates set forth in Exhibit B hereto.

III

Consultant shall be compensated up to an additional \$135,890.00 as detailed in the attached Exhibit B for the additional work added to the Agreement by this Supplement. This Supplement, combined with the original contract amount of \$110,006.00 and supplements # 1 and # 3 (Supplement # 2 has been voided) in the amount of \$7,565.00, brings the total contract amount to \$253,461.00.

IV

All provisions in the Agreement remain unchanged except as expressly amended by this Supplement.

The parties hereby agree to the terms of this Supplement:

Consultant Signature

Date

Approving Authority Signature

Date

EXHIBIT A
Supplement 4
to

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF BLACK DIAMOND
AND
HAMMOND COLLIER WADE LIVINGSTONE
SCOPE OF SERVICES FOR
CONSTRUCTION MANAGEMENT, INSPECTION
AND
CONSTRUCTION STAKING FOR THE RAILROAD AVE. PROJECT

GENERAL DESCRIPTION

The base contract scope of work was developed to provide PS&E for the design of pedestrian improvements and reconstruction of Railroad Avenue under a TIB Grant. As part of this project, the City of Black Diamond wishes to expand the scope of services to include construction management, 3/4 time inspection, and construction staking services. This support will include such items as, attendance at pre-construction meeting and preparation of pre-construction meeting agenda. Hammond Collier will verify execution of contract, bid and performance bonds, proof of insurance, between City and Contractor. Hammond Collier will submit notification of public works project to L&I, Revenue, and Employment Securities. Hammond Collier will prepare request for payment once contractor Intents to Pay have been filed and verified. Hammond Collier will keep on file request to sublet work, and will validate certified payrolls for the project. Hammond Collier will perform wage rate interviews, monitor right-of-entry agreements, monitor working days, prepare statement of weekly working days and daily inspection reports with photos, collect and monitor delivery certificates, and truck tickets. Hammond Collier will track requests for information, and change orders. Hammond Collier will administer request for materials approvals or source, authorization for or equal substitution materials, shop drawing approval, and minor design modifications consistent with WSDOT Construction Manual, RAM, QPL, and sub-contractor approvals. Hammond Collier will provide oversight of weekly construction meetings and preparation of meeting minutes as well as assisting with schedule tracking, approval of traffic control plans, scheduling for materials testing and oversight, along with survey staking scheduling. Hammond Collier will also monitor the project for environmental compliance and erosion control, and will issue notice of substantial completion, notice of project acceptance, notice of project completion of Public Works Project to Revenue and Employment Securities, as well as contract compliance through project close out. Project close out will include preparation of record drawings (as-built).

These supplemental services will include construction staking for the project on a one time only basis. This work will be tracked as a separate project phase from that of the Railroad Avenue PS&E Project. Project files will be retained by Hammond Collier and categorized for audit purposes. At completion of the project one full set of files will be provided to the City and another set will remain with Hammond Collier to be archived for five years.

City Responsibilities:

The City will provide right of entry agreements from adjacent landowners and will review and approve request for progress payments prepared by Hammond Collier. The City will also provide project oversight for approval of change orders and general guidance for any design modifications. The City will provide a representative at the weekly construction meetings. The City will contract with a materials testing laboratory for all necessary materials testing necessary for completion of the project. All project permits will be acquired by the City at their expense.

PROJECT TASKS

Construction Management and Inspection

Task 1.0 – Project Management

1.1 – Project Management

This task includes coordination with the City to complete the services and to invoice for said services. Monthly statements of progress will be prepared identifying work completed to date and a summary of expenses for invoicing.

1.2 – Principal Oversight QA/QC

This task allows for direct coordination with client to discuss issues associated with the construction and documentation process. This time is allocated to providing schedule and status updates as well as public involvement to address the landowners and public's concerns during construction. It also includes time for coordination between the Principal-in-Charge and the project Construction Manager.

This task is time allocated to the Principal-in-Charge to monitor and provide general project oversight of documentation and personnel to assure that the work product are within corporate compliance standards of practices.

Task 2.0 – Construction Management

This task will include such services as preparation and or response to such items as; request for information, preparation of change orders, change order cost estimate verification, materials approvals, authorization for "Or Equal" substitution materials, consistent with QPL and design modifications, attendance at weekly construction meetings, shop drawing approval, preparation of Request for Progress Payments, etc.

2.1 – Pre-construction Meeting

One (1) pre-construction meeting with the City and contractor. The pre-construction meeting will be conducted to discuss contract requirements, the work, and schedule. Meeting minutes will be prepared outlining the discussions.

2.2 – Execution of Contracts, Bonds, Insurance

This task allocates time to review bids and contract documents for compliance to the specifications as well as review of bid and performance bond, and limits of liability for insurance compliance requirements. It also includes time for returning unsuccessful bidders bid bonds once contract has been awarded.

2.3- Notification of Public Works Project

This task requires the completion and submittal of forms to be submitted to the departments of Labor and Industries, Revenue, and Employment Security.

2.4 – Progress Payment and Intents to Pay

This task is for receipt, review, and filing of contractor intents to pay prevailing wage forms as well as preparation of monthly pay request (5 anticipated). Pay request will be based off of materials on hand as well as actual work units completed and will be tracked through materials logs for material supply tickets.

2.5 - Request to Sublet Work, Certified Payroll Validation

This task provides for the review and processing of request to sublet work required for all sub-contractors as well as review and validation of weekly certified payrolls for all contractors and sub-tier contractors. Certified payrolls will be checked for compliance to state wage rate requirements for various labor classifications for both contractor and sub-tier contractors.

2.6 – Request for Information (RFI), Change Orders (assumes 5 of each)

This task allows for the preparation of responses to questions by contractor and suppliers as they pertain to the specifications and materials to be supplied to the project; preparation of change orders that may occur during the construction of the project; and justification and a validation of cost recommendation.

2.7 – Materials approvals, shop drawings, minor design modifications

This task allocates time for the review of pre-approved materials (QPL) and review of substitute materials confirmation that the materials meet the specifications and review of the certification for materials. This task also allocates time for shop submittals and catalog cut sheet review for various design elements incorporated into the project. Minor design modifications may involve preparation of sketches or field modifications of design components to accommodate construction of the project.

2.8 - Weekly Construction Meetings, Meeting Minutes, Traffic Control Plans

This task allocates time for a weekly construction meeting between all project stakeholders to address issues and monitor the project and its schedule. Meeting minutes will be prepared outlining points of discussion and issues to be addressed by the various parties. These minutes will be forwarded to the City on a weekly basis. Traffic control plans will be reviewed for compliance to the MUTCD and other traffic control documents for compliance and approval.

2.9 - Project Close Out

This task accounts for preparation of final project close out documents, project acceptance, notifications of completion, release of retainage, turn over of files to the City.

2.10 - As-Built Drawings

This task consists of preparing as-built drawings.

Task 3.0 – Construction Inspection and Reports

3.1 – 3/4 time Inspection and Daily Reports

This task will include daily inspection and preparation of daily inspection reports and photographs of daily project work. Inspection reports will be forwarded to the City on the following day electronically through out the project construction period.

3.2 - Monitor Wage Rates, Working Days, Schedule

This task allows for wage interviews of employees of the Contractor and sub-tier contractors for verification that employees are receiving prevailing wages. It also includes preparation of a weekly statement of working days which will be adjusted to reflect time extensions associated with change orders or weather days. The project

schedule will be monitored on a weekly basis for compliance, and direct requests for modification of schedule will be issued to contractor on an as needed basis.

3.3 – Punch-list and Monitoring Punch-list Completion

This task allows for the development of a final project punch-list and allocates time for inspection to verify completion of punch list item.

3.4 – Final Inspection

This task entails final inspection with the City's representative to verify the City considers the project fully complete and is ready to issue notice of project acceptance.

Task 4.0 – Construction Staking

This task is for construction staking of the following improvements: construction center line at 25 foot intervals both subgrade and finished grade, P.C.'s, P.T.s, intersection stations, center of structures, subgrade of curb and top back of curb, offsets staking, monument ties, illumination system bases, curb ramps, driveway approaches, toe of modular block walls and Ultra Block walls, detention system, signage, and stripping.

[illegible]



Capital Improvement Program 2009 - 2014

Project for the _____ **Street** _____ **Department** _____ **# T2**

Account code 320 000 004

PROJECT TITLE Railroad Avenue Reconstruction

DESCRIPTION Widen and reconstruct the existing roadway; provide parking, sidewalks and illumination, stormwater collection treatment and detention.

BACKGROUND Railroad Avenue is a narrow roadway with badly deteriorated pavement and gravel parking with poor drainage. There is a need for sidewalks and street lighting.

COMMENTS \$1,200,000 in original 2009 plan, including \$69,957 carryover from 2008.

CAPITAL PROJECT COSTS	Total \$ Requested	2009	2010	2011	2012	2013	2014
Land/Right of Way	13,000	13,000					
Building Improvements							
Preliminary Engineering							
Design Engineering	121,957	121,957					
Construction Engineering	65,043		65,043				
Construction Costs	1,000,000		1,000,000				
Capital Outlay							
Contingency							
TOTAL COSTS	\$1,200,000	\$134,957	\$1,065,043				

REQUESTED FUNDING	Total \$ Project	2009	2010	2011	2012	2013	2014
Grants TIB	967,943	65,000	902,943				
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2	162,100		162,100				
PW Trust Fund Loan							
BFB Carryover	69,957	69,957					
TOTAL SOURCES	\$1,200,000	\$134,957	\$1,065,043				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2009	2010	2011	2012	2013	2014
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated February 19, 2008 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

24301 Roberts Drive

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-2560 Fax : 360-886-2592

and

Hammond Collier Wade Livingstone (the "Consultant")

7502 Lakewood Dr W, Ste D

Lakewood, WA 98499

Contact: Ken Gunther Phone: 253-472-1992 Fax: 253-472-6558

Tax Id No.: 91-0901393

for professional services in connection with the following project:

Railroad Avenue Project (the "Project"): The project widens Railroad Avenue and provides paved parking and sidewalks. In addition, storm water will be collected and treated in a new system.

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree

of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B."

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon written notification from the City of Black Diamond. Completion of this contract shall be May 6, 2008.

3. Compensation

- ☐ LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$_____.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$110,006.00 rates and reimbursable expenses attached hereto as Exhibit "B."
- ☐ TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."
- ☐ OTHER. _____

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy. Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: Loren D. Combs and

VSI Law Group
3600 Port of Tacoma Rd. Ste. 311
Tacoma, WA 98424
Fax: 253-922-5848

Consultant: Hammond Collier Wade Livingstone ("Consultant")
7502 Lakewood Dr W, Ste D
Lakewood, WA 98499
Ph: 253-472-1992
Fax: 253-472-6558

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

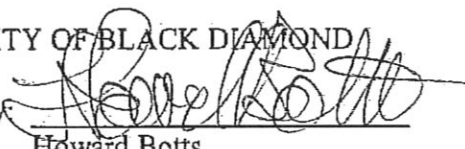
16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

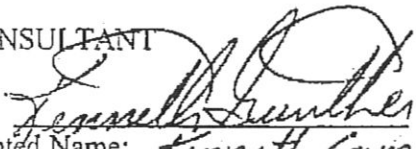
CITY OF BLACK DIAMOND

By: 
Howard Botts

Its: Mayor

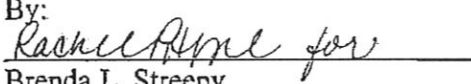
Date: 3-10-08

CONSULTANT

By: 
Printed Name: Kenneth Gwinther
Its: Vice President

Date: 2/20/08

Attest:

By: 
Brenda L. Streepy
City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-670, authorizing Amendment #2 to the Local Hazardous Waste Management Program Grant #D37962D	Agenda Date: February 4, 2010		AB10-011
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$5,936.53	Natural Resources/Parks – Aaron Nix X		
Fund Source: Grant, LHWMP	Comm. Dev. – Steve Pilcher		
Timeline: 2010			
Attachments: Resolution No. 10-670 and Amendment #2 Grant Agreement #D37962D, Resolution No. 09-661-Memorandum of Understanding with Olympic Environmental Resources			
SUMMARY STATEMENT: <p>The City of Black Diamond entered into an agreement with the Local Hazardous Waste Management Program on February 21, 2008. This amendment would fund a Cleanup Day/Special Recycling Collection and Household Hazardous Waste educational activities.</p> <p>Acceptance of these funds is in accordance with Resolution #09-661 and the Memorandum of understanding signed with Olympic Environmental Resources in December 2009.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-670, authorizing the Mayor to sign a \$5,936.53 contract amendment with King County for the Local Hazardous Waste Management Program.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 4, 2010			

RESOLUTION NO. 10-670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR CONTRACT #D37962D ENTERED INTO BY THE COUNCIL ON FEBRUARY 21, 2008

WHEREAS, the City of Black Diamond entered into an agreement with the Local Hazardous Waste Management Program on February 21, 2008; and

WHEREAS, said grant would fund a Cleanup Day/Special Recycling Collection and Household Hazardous Waste educational activities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute Contract Amendment No. 2 with the Local Hazardous Waste Management Program for contract #D37962D as contained in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONTRACT AMENDMENT / CHANGE ORDER

CONTRACT # D37962D
AMENDMENT # 2

PROJECT NAME: Local Hazardous Waste Management Program

PHSKC PROGRAM MONITOR: P. Shallow

CONTRACTOR: City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

ORIGINAL CONTRACT START DATE: 1/1/08

AMENDMENT EFFECTIVE DATE: 1/1/10

This amendment effects the following changes:

CHANGES TO CONTRACT BOILERPLATE

1. Purpose of Amendment: This Amendment adds \$5,936.53 in funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2010 as authorized by the 2010 Annual King County Budget.
2. AMEND: **Contract Total \$11,842.22**
TO READ: **Contract Total \$17,778.75**
3. AMEND: **Contract Period: January 1, 2008 – December 31, 2009**
TO READ: **Contract Period: January 1, 2008 – December 31, 2010**
4. AMEND **Exhibit I, Scope of Work** by adding the attached **Exhibit I - 2010, Scope of Work**.
5. AMEND **Exhibit II, Budget/Invoice** by adding the attached **Exhibit II – 2010, Budget/Invoice**.
6. AMEND: **Section II.A. TERM AND TERMINATION:**
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2009..."

TO READ: **Section II.A. TERM AND TERMINATION:**
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2010..."

All other terms and conditions of the referenced contract, including any amendments, shall remain unchanged.

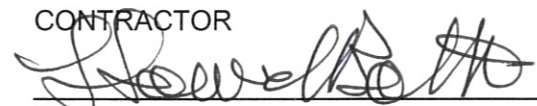
IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

KING COUNTY

 FOR
King County Executive

12/30/09
Date

CONTRACTOR


Signature

HOWARD BOTTIS
Name (please type or print)

12-17-09
Date

**MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS
WASTE MANAGEMENT PROGRAM FOR 2010 ACTIVITIES**

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Black Diamond will organize a citywide household hazardous waste collection and recycling event. At the event the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

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

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Aaron C. Nix at the City of Black Diamond, PO Box 599, Black Diamond, at (360) 886-2560, (anix@ci.blackdiamond.wa.us), or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator 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 Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Jay Watson
LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-8163
jay.watson@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT II - 2010
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
401 Fifth Avenue, Suite 1100
Seattle, WA 98104

Contract #D37962D

Period of time: _____, 2010 to _____, 2010.

In performance of a signed Contract between King County and the City of Black Diamond, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$5,936.53			
TOTAL	\$5,936.53			

For Health Department Use Only

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date

RESOLUTION NO. 09-661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH OLYMPIC
ENVIRONMENTAL RESOURCES FOR THE 2010 SPECIAL
COLLECTION RECYCLING EVENT

WHEREAS, the City has identified the need for recycling services associated with its year 2010 special collection event;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

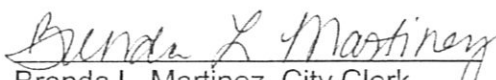
Section 1. The Mayor is hereby authorized to execute a Memorandum of Understanding with Olympic Environmental Resources for the year 2010 Special Collection Recycling Event, in an amount not to exceed \$19,037.03, said agreement to be substantially in the form attached hereto as Exhibit A and by reference incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17th DAY OF DECEMBER, 2009.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk



Olympic Environmental Resources

4715 SW Walker Street Seattle, WA 98116

Tel. (206) 938-8262 Fax (206) 938-9873

Email: PaulDevine@MSN.com

Memorandum of Understanding

To: The City of Black Diamond

From: Olympic Environmental Resources

Date: December 7, 2009

RE: City of Black Diamond/Olympic Environmental Resources Agreement for Implementing 2010 Recycling Projects

This Memorandum of Understanding is intended to detail Olympic Environmental Resource's (OER) services and responsibilities in implementing City of Black Diamond Recycling 2010 Spring Recycling Collection Event.

The proposed project includes:

One Recycling Collection Event

The event is tentatively scheduled for March or April 2010 at Black Diamond Police Department. At the event the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, lead acid and household batteries, used motor oil, bulky yard waste (large material only), scrap wood, electronic equipment, TV sets, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, and other materials whenever practical. User fees will apply to the collection of some materials.

At the 2010 Spring Recycling Collection Event, OER will organize a chipper event to be held in conjunction with the Recycling Collection Event.

OER wishes to involve the Black Diamond staff at the level most comfortable for the City. OER will meet with the City of Black Diamond staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

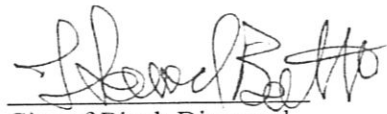
The project budget will incorporate the City of Black Diamond grant funds available from the Seattle-King County Health Department, King County Solid Waste Division, and the Washington State Department of Ecology. Total grant funds are estimated at \$19,037.03 and includes all items that will be billed to the grants directly by the City, such as City staff time. The specific project activities to be carried

out by OER are detailed in the grant scopes of work. OER will cover project expenses as they arise, such as the costs of printing and vendor services. OER will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. OER will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology.

OER's goal is to conduct events with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the programs on line:

- Sign and submit letters of intent.
- Review program scopes of work.
- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

Recycling related programs continue on an annual basis. OER will continue to provide service to the City of Black Diamond until the City decides to no longer participate. We ask that you provide thirty-days (30) notice to discontinue services. This agreement solidifies our relationship. Please sign both copies of this agreement and return one to OER. OER looks forward to working with the City of Black Diamond in 2010.


City of Black Diamond
Olympic Environmental Resources

2010 Black Diamond Recycling Grants

The City of Black Diamond is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2010. The City has applied for the following:

- 1) The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$5,936.53.
- 2) The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$3,100.50.
- 3) The King County Waste Reduction and Recycling Grant Program. Grant total \$10,000.00.

TOTAL: \$19,037.03

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-671, authorizing an Interlocal Agreement with King County for the Waste Reduction and Recycling Grant Program	Agenda Date: February 4, 2010		AB10-012
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator -		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: 2010, \$10,000; 2011, \$10,000	Natural Resources/Parks – Aaron Nix		X
Fund Source: WRR Grant	Comm. Dev. – Steve Pilcher		
Timeline: Fiscal Years 2010-11			
Attachments: Resolution No. 10-671, Interlocal Agreement			
SUMMARY STATEMENT: Distribution of grant funds by the King County Solid Waste Division, Waste Reduction and Recycling Program. The City has been awarded \$10,000 per each year, years 2010 and 2011. These monies will help the City's consultant; Olympic Environmental Services conduct an Annual Spring Recycling event. Acceptance of these funds is in accordance with Resolution #09-661 and the Memorandum of understanding signed with Olympic Environmental Resources in December 2009.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-671, authorizing an Interlocal Agreement with King County for the Waste Reduction and Recycling Grant Program for the years 2010 and 2011 in the amount of \$20,000.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
February 4, 2010			

RESOLUTION NO. 10-671

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL WITH KING COUNTY AND ACCEPTING
KING COUNTY SOLID WASTE DIVISION GRANT D39898D
FOR THE 2010-2011 WASTE REDUCTION AND
RECYCLING PROGRAM**

WHEREAS, King County and the City of Black Diamond adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes reduction and recycling goals; and

WHEREAS, in order to meet these goals King County Solid Waste Division established a Waste Reduction and Recycling Grant Program for cities that operate under this plan; and

WHEREAS, King County Solid Waste Division has offered the City of Black Diamond Grant D39898D; and

WHEREAS, said grant would fund a Cleanup Day/Special Recycling Collection Event; and

WHEREAS, said grant is a reimbursement grant with no matching funds required,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into a contract with King County Solid Waste Division for grant D39898D in the form as attached hereto to Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

INTERLOCAL AGREEMENT FOR 2010-2011

Between

KING COUNTY and the CITY OF BLACK DIAMOND

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 Black Diamond, 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 _____

PREAMBLE

King County and the City of Black Diamond 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 Black Diamond 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.

COMMUNITY DEVELOP.

DEC 14 2009

RECEIVED

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 \$10,000. 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: P.O. Box 599; Black Diamond, WA 98010; TEL - 360.886.2560 ext. 220; FAX - (360) 886-2592; Email – anix@ci.blackdiamond.wa.us, 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 Black Diamond's budgeted grant funds for 2010 are \$10,000. Unspent 2010 funds may be carried over to 2011, but 2011 funds will not carry over to 2012.

The City of Black Diamond's estimated grant funds for 2011 are \$10,000. 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 Black Diamond" and/or "text provided courtesy of the City of Black Diamond".
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:

Aaron Nix, Director of Natural Resources
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

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

City



MAYOR

(Title)

12-17-09

Date

Pursuant to _____

Approved as to form:

City Attorney

Date

King County

Accepted for King County Executive

BY _____

Theresa Jennings, Director
Department of Natural Resources and Parks

For Dow Constantine, King County Executive

Date

Pursuant to Ordinance No. 16717

Approved as to form:

King County Prosecuting Attorney

Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Black Diamond
2010/11 Scope of Work

A. Basic Information

1. City of Black Diamond

2. Grant Project Manager: Aaron Nix
Director of Natural Resources
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
TEL - 360.886.2560 ext. 220
FAX - (360) 886-2592
Email – anix@ci.blackdiamond.wa.us

3. Consultant name: Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
FAX - (206) 938-9873
Email – pauldevine@msn.com

4. Budget: 2010
\$10,000

2011
\$10,000

2010/11 total: \$20,000.00

B. Scope of Work

1. Task One: Recycling Collection Events

A) Schedule - Spring, 2010/11

B) Task Activities

- Number of Recycling Collection Events – Two
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Tires+

- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- Computer Monitors*
- TV Sets*

+User fees apply * City may not collect and refer residents to E-Cycle sites

Other materials when possible.

- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division and Black Diamond households.
 - By distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2010/11 volumes and vehicles with prior year's events

D) Task Budget: \$16,000.00

Estimated Costs	2010/11	2010	2010	2010	2011	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$800.00	\$600.00	\$0.00	\$400.00	\$400.00	\$1,400.00
Management/Staffing/Admin/Graphics	\$2,880.00	\$2,947.70	\$2,800.50	\$1,440.00	\$1,440.00	\$8,628.20
Event Staff Costs	\$3,520.00	\$0.00	\$0.00	\$1,760.00	\$1,760.00	\$3,520.00
Collection/Hauling Costs						\$0.00
Wood Waste	\$1,000.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1,000.00
Scrap Metal, Appliances, etc.	\$3,600.00	\$0.00	\$300.00	\$1,800.00	\$1,800.00	\$3,900.00
Tires	\$1,400.00	\$0.00	\$0.00	\$700.00	\$700.00	\$1,400.00
Used Oil/Antifreeze	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
Batteries	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Printing/Mailing	\$600.00	\$300.00	\$0.00	\$300.00	\$300.00	\$900.00
Event Supplies	\$600.00	\$350.00	\$0.00	\$300.00	\$300.00	\$950.00
Other Expenses - rentals, etc	\$1,600.00	\$538.83	\$0.00	\$800.00	\$800.00	\$2,138.83
TOTALS	\$16,000.00	\$5,936.53	\$3,100.50	\$8,000.00	\$8,000.00	\$25,037.03

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,800 promotional flyers to Black Diamond households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 25-35 tons of material from the local waste stream per year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. The City of Black Diamond has a population of roughly 4,200. The City expects, based on past events, that 300–400 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 25-35 tons of material diverted from the local waste stream for recycling per year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

2. Task Two: Chipper Events

A) Schedule - Spring, 2010/11

In the spring and fall of each year heavy winds in the Black Diamond area result in tree limbs and branches falling from trees and cluttering up City streets and right-of-ways. The City would like to chip this material for reuse on City property or give it to residents. The City intends to hold two chipping events to remove chipable material and recycle it back into the Black Diamond community. The service will be held in conjunction with the City Recycling Collection Event.

B) Task Activities

- Number of Chipping Events – Two
- Materials to be collected:
 - Chipable material, including tree limbs and branches.
- Event promotional methods
 - By notices in City newsletters.
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).

C) Task evaluation. Event reports will include:

- Number of chipping events held
- Volume of chipable material collected
- Event cost

D) Task Budget: \$4,000.00

ESTIMATED COSTS	2010	2011	2010/11 Total
Program Management/Coordination/Reporting	\$350.00	\$350.00	\$700.00
Contractor Services	\$720.00	\$720.00	\$1,440.00
Event Staff	\$880.00	\$880.00	\$1,760.00
Supplies	\$50.00	\$50.00	\$100.00
Total	\$2,000.00	\$2,000.00	\$4,000.00

D) Task Performance Objectives: The goal of this program is to recycle more material in the City of Black Diamond while providing a valuable organic debris removal service. Chipping fallen tree limbs and branches for reuse in the local community will extend the life of landfills and reduce stress on local composting facilities. This program will result in greater resource efficiency as the City will better manage yard debris and reuse the material on City property or in the local residential community.

E) Task Impact Objectives:

As a result of the chipping events, the City of Black Diamond will reduce fallen tree limbs and branches disposal costs and recycle an estimated 5-15 tons of yard debris annually. The City will monitor the program by reporting the following:

- Number of chipping events held annually.
- The estimated amount of yard debris diverted for reuse and recycling.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-672, authorizing a Coordinated Prevention Grant Agreement with the Washington State Department of Ecology	Agenda Date: February 4, 2010		AB10-013
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$8,268.00	Natural Resources/Parks – Aaron Nix X		
Fund Source: Grant, CPG	Comm. Dev. – Steve Pilcher		
Timeline: 2010 and 2011			
Attachments: Resolution No. 10-672 and Coordinated Prevention Grant Agreement #G1000441			
SUMMARY STATEMENT: <p>The City of Black Diamond has received funds from several different grant sources the past few years that help fund the City's Spring Recycling Event. Included is the Coordinated Prevention Grant Agreement from the Department of Ecology that provides funding for this event in the amount of \$4,134.00 per fiscal years 2010 and 2011.</p> <p>Acceptance of these funds are in accordance with Resolution #09-661 and the Memorandum of understanding signed with Olympic Environmental Resources in December 2009.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-672, authorizing a Coordinated Prevention Grant Agreement in the amount of \$4,134 with the Washington State Department of Ecology.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 4, 2010			

RESOLUTION NO. 10-672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A COORDINATED PREVENTION GRANT AGREEMENT (G1000441) WITH THE DEPARTMENT OF ECOLOGY IN SUPPORT OF THE CITY'S EFFORTS OF WASTE REDUCTION AND RECYCLING

WHEREAS, the City of Black Diamond was awarded a multi-phase grant covering fiscal years 2010 and 2011 from the Department of Ecology; and

WHEREAS, said grant would help fund two Cleanup Day/Special Recycling Collection events and associated Household Hazardous Waste educational activities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into a Coordinated Prevention Grant Agreement (G1000441) with the Department of Ecology as contained in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF BLACK DIAMOND

Coordinated Prevention Grant Agreement – Grant No.: G1000441.

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and the City of Black Diamond, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	City of Black Diamond
MAILING ADDRESS:	PO Box 599
CITY, STATE, ZIP:	Black Diamond, WA 98010
RECIPIENT GRANT COORDINATOR:	Aaron Nix
TELEPHONE:	360-886-2560 ext. 220
FAX:	360-886-2592
E-MAIL:	anix@ci.blackdiamond.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Paul Devine (Olympic Environmental Resources)
TELEPHONE:	206-938-8262
FAX:	206-938-9873
E-MAIL:	pauldevine@msn.com
ECOLOGY GRANT OFFICER:	Taisa Welhasch
TELEPHONE:	425-649-7266
FAX:	425-649-7259
E-MAIL:	taisa.welhasch@ecy.wa.gov
FUNDING SOURCE	State Building Construction Account
MAXIMUM ELIGIBLE COST	\$4,134
STATE GRANT SHARE	\$3,100
LOCAL SHARE	\$1,034
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6016204
EFFECTIVE DATE OF THE AGREEMENT	January 1, 2010
EXPIRATION DATE OF THE AGREEMENT	December 31, 2011

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. Deliverables must be completed by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in this agreement or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse.

This agreement is a "Multi-Phased" agreement. Multi-phased means it will be written with a task's full scope of work and a partial budget. Phase One of this agreement includes work performed with the budget as outlined in Phase One of section Part 2: Fund Source and Budget. Phase Two includes the remainder of work to be performed and funds are contingent upon the budget appropriation by the State Legislature for the 2011-2013 biennium.

After the 2011-2013 biennial allocation is secured, ECOLOGY will initiate a formal amendment to increase funding to support Phase Two. Phase Two work is not authorized for reimbursement until a formal amendment to increase the budget is executed. RECIPIENTS are not obligated to complete Phase Two work until a formal amendment to increase the budget is approved.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that can be reimbursed at a rate of 75% under this grant. *The "Estimated (total) Task Cost" is for Ecology information only. It reflects the true cost of completing the full task, including expenses beyond the Maximum Eligible Cost.

CATEGORY: Waste Reduction and Recycling

MAXIMUM ELIGIBLE CATEGORY COST: \$ 4,134

1. TASK TITLE: Recycling Collection Events - Residential

Maximum Eligible Task Cost: \$4,134

Summary Description: The RECIPIENT, in conjunction with a consultant, will continue to host a residential recycling collection event for City residents in 2010 and in 2011. The events will provide residents with the opportunity to divert hard-to-recycle items from the waste stream by recycling them in a convenient City location. Materials residents can bring to the event for reuse and /or recycling include used tires, used anti-freeze, used petroleum-based products, used oil filters, used motor oil, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals,

nonferrous metals, electronic equipment, computer equipment/TV sets (at the City's option), cellular phones, porcelain toilets and sinks, propane tanks, and other materials whenever practical. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using City sponsored or private sector recycling programs. The RECIPIENT will verify with vendors collecting recyclables that the items are actually recycled.

As of January 1, 2009, when implementation of the Electronics Products Recycling Law (70.95N) begins, collection and processing costs of items covered under the law will not be-eligible for CPG reimbursement. The only costs that will be eligible for CPG reimbursement related to electronics include: Public information and involvement, expansion of e-waste recycling beyond covered electronic products and staff time for technical assistance, coordination and collaboration.

Goal Statement: The goal of this task is to decrease the amount of organic waste, MRW, and other hard-to-recycle items being landfilled by holding collection events in a convenient City location for residents.

Outcome Statement: Over the two-year grant period, the RECIPIENT expects to divert and recycle between 60-80 tons of material from the residential waste stream and serve 650-750 households.

Work Plan and Activities Timeline: A quarter is defined by calendar year and begins with the first three months of the grant period.

Quarter	Activity
<u>Phase One</u>	
Q1	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer.
Q2	Hold recycling collection event in April. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.
<u>Phase Two</u>	
Q7	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer.
Q8	Hold recycling collection event in April. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.

Method of Evaluation: The RECIPIENT will track and report, the number of events held, the number of event participants and the volume of each material collected in tons as reported from event vendors and from material delivered to recycling centers.

* Estimated (total) Task Cost: \$ 8,268

PART 2: FUND SOURCE AND BUDGET

Approved costs must be consistent with the most recently approved Spending Plan. Costs cannot exceed the agreement Budget (Part 2: Section B) without a formal amendment. To change how

funds are allocated between the grant tasks, the RECIPIENT must submit a written request to ECOLOGY for a Letter Amendment. To change a scope of work or to increase/decrease a grant amount, the RECIPIENT must complete and submit a Formal Amendment Request form (ECY 070-113).

A. FUND SOURCE

PHASE ONE (057/J07 9N10C)

Maximum Eligible Cost:		<u>\$4,134</u>
Fund	Fund Share (75%)	State Share
State Building Construction Account (SBCA)		<u>\$3,100</u>
Match Requirement	Match Share (25%)	Match Amount
Cash Match	<u>25%</u>	<u>\$1,034</u>
Interlocal Costs	<u>0%</u>	<u>\$0</u>

PHASE TWO

Maximum Eligible Cost:		<u>\$4,134</u>
Fund	Fund Share (75%)	State Share
State Building Construction Account (SBCA)		<u>\$3,100</u>
Match Requirement	Match Share (25%)	Match Amount
Cash Match	<u>25%</u>	<u>\$1,034</u>
Interlocal Costs	<u>0%</u>	<u>\$0</u>

B. BUDGET

TASK	<u>Maximum Eligible Cost Phase 1 (Quarters 1-4 of the Spending Plan)</u>	<u>Maximum Eligible Cost Phase 2 (Quarters 5-8 of the Spending Plan)</u>
Category: <u>Waste Reduction and Recycling</u>	<u>\$ 4,134</u>	<u>\$ 4,134</u>

1. Task Title: <u>Recycling Collection Events - Residential</u>	<u>\$ 4,134</u>	<u>\$ 4,134</u>
TOTAL MAXIMUM ELIGIBLE COST	<u>\$ 4,134</u>	<u>\$ 4,134</u>

PART 3: BUDGET CONDITIONS

- A. The RECIPIENT is required to provide a match of 25% of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions that may be used as match.
- B. **Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.**
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a grant application).
- D. To increase or decrease the budget as outlined in this grant agreement, or change the scope of work for any project outlined in this grant agreement, ECOLOGY requires a formal amendment. The RECIPIENT must complete and submit a formal amendment using the Formal Amendment Request form (ECY 070-113).
- E. Payments to the RECIPIENT from ECOLOGY shall be made payable to:
- City of Black Diamond
PO Box 599
Black Diamond, WA 98010
- F. If parties other than the RECIPIENT are contributing to the local share of task costs, memoranda of understanding or other written agreements confirming the contribution shall be negotiated. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- G. Spending Plans: Approved costs must be consistent with the most recently approved Spending Plan. The RECIPIENT must submit a revised Spending Plan to ECOLOGY in order to change the amount of funds spent by quarter. ECOLOGY'S grant officer will approve, by date stamp and signature, the revised Spending Plan. If quarterly spending exceeds the amount outlined on the approved spending plan, ECOLOGY reserves the right to hold payment of the overage depending on the availability of funds. Revised and approved Spending Plans are incorporated into this agreement by reference.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING AND REPORTING

1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
2. The RECIPIENT shall submit a progress report with each payment request but no less often than quarterly. These reports shall include activities that support incurred costs shown on the C1 or C2 of the payment request, and must be submitted on-line through the Solid Waste Information Clearinghouse.
3. The RECIPIENT must provide to ECOLOGY an up-to-date Spending Plan throughout the grant period. An updated Spending Plan must be submitted when changes occur that impact quarterly spending and / or quarterly reimbursement amounts.
4. The RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A (ECY 060-02), Form B1 (ECY 060-3) or Form B2 (ECY 060-7), Form C1 (ECY 060-8) or Form C2 (ECY 060-9). These forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support items listed on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and summarize costs by task on Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
5. For all *Planning and Implementation* tasks and special tasks in a solid waste enforcement grant (special tasks do not include regular solid waste enforcement work such as enforcing solid waste codes) the RECIPIENT must submit a Final Performance Analysis (FPA) report on-line through the Solid Waste Information Clearinghouse. The final report must be submitted before ECOLOGY can process a final payment request. The final payment request and the FPA are due no later than **February 14, 2012** for this grant or 45 days after the grant budget is spent, whichever comes first.
6. For *Solid Waste Enforcement* tasks, recipients must submit their final quarterly solid waste enforcement progress report on-line through the Solid Waste Information Clearinghouse no later than **February 14, 2012**. Ecology will generate a summary Final Solid Waste Enforcement report from all the quarterly reports that will serve as the final report needed to close out the agreement.
7. Progress Report (*for both planning and implementation and solid waste enforcement tasks*) and Final Performance Analysis (FPA) can be found on the Grant Details page of the Solid Waste Information Clearinghouse once the RECIPIENT has logged on as a Registered User. For instructions on how to become a Registered User, please visit the Coordinated Prevention Grant website at <http://www.ecy.wa.gov/programs/swfa/grants/cpg.html>.

B. DOCUMENTATION

1. The RECIPIENT shall submit supporting documents for all costs incurred. Documentation shall be provided in the order in which it is itemized on Form C1/C2. Supporting

documentation is any document deemed relevant by ECOLOGY to establish the appropriateness of an expense listed on Form C1/C2. Please see Chapter 6 of the Program Guidelines for Coordinated Prevention Grants 2010-2011 Grant Cycle, and the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005) for guidance.

2. The RECIPIENT shall maintain grant related material and supporting documents in a common file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and invoice vouchers sent to ECOLOGY. The Recipient shall keep all supporting documents for audit purposes for at least three years after agreement expiration.
3. The RECIPIENT shall use the ECOLOGY provided Form E, or an equivalent time accounting document approved by ECOLOGY, to record staff hours being charged to the grant.
4. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
5. Supporting documents shall be clear and legible, and organized by task in the order it was itemized on Form C1/C2 by the RECIPIENT.

C. OTHER SPECIAL TERMS

1. SOLID AND HAZARDOUS WASTE MANAGEMENT PLANS

Tasks must support implementation of the RECIPIENT's local solid and hazardous waste management plans.

For tasks related to updating a local solid and hazardous waste management plan, the RECIPIENT agrees to incorporate the intent of the Washington State Hazardous Waste Management Plan and Solid Waste Management Plan (Beyond Waste Plan) into the local preliminary draft plan prior to submittal to Ecology for review. The Beyond Waste plan is a 30-year plan with a clear vision to eliminate wastes and toxics whenever we can and use the remaining wastes as resources. The recipient agrees to include in their plan update, recommendations that address at least one of the following elements from the Beyond Waste Plan: moderate risk waste, organics management or green building.

2. SOLID WASTE ENFORCEMENT

Solid Waste Enforcement money can only be spent on tasks that focus on enforcement of rules and regulations, and shall be used exclusively for expenses necessary to enforce applicable regulations pursuant to Chapters 70.95.220 RCW, WAC 173-350, 351 and 304.

For tasks related to inspection and permitting of solid waste facilities, those facilities must be in compliance) at the time a payment request is submitted. Compliance is defined at a minimum as the RECIPIENT shall have issued a compliance schedule or have taken enforcement action to obtain compliance.

The RECIPIENT must also submit copies of permits to Ecology within seven days of their issuance. Complete permit applications must be submitted to Ecology, allowing 45 days for Ecology to comment on each application before deciding to issue a permit. The RECIPIENT must submit copies of inspection reports to Ecology with each payment request.

3. ON-LINE CONTRACTS AND GRANTS MANAGEMENT

Washington State's Office of Financial Management is developing an on-line contracts and grants management system. When the system becomes available, all new or active contracts and grant agreements must be managed in this system. The RECIPIENT agrees to register in the state vendor registration program and to use the on-line system.

4. TRAINING

The RECIPIENT agrees to participate in any ECOLOGY recommended trainings related to managing agreements and preparing, processing, and receiving payments.

5. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- f) The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on ECOLOGY provided form (Form D).
 - g) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
 - h) The total dollar amount paid to qualified firms under this invoice.

6. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT shall provide written certification that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer.
- c) Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the ECOLOGY'S grant officer for review and approval. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to your ECOLOGY assigned grant officer.
- d) Unless a specific purchase of equipment or real property is already written into the grant agreement, the RECIPIENT must submit a written request to the DEPARTMENT to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request shall include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by the DEPARTMENT prior to the purchase.

7. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY grant officer. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

8. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

The RECIPIENT must develop an inventory control system, including physical inventory to document the ongoing use, a serial or vehicle identification number (VIN) and location of the equipment. The inventory shall be submitted to the DEPARTMENT annually while the equipment is in use. The RECIPIENT shall investigate, document, and report to the ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

The RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by the ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon expiration of the grant agreement.

- The ECOLOGY may authorize the RECIPIENT to:

- If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to Ecology.
- If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay Ecology an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the grant officer.
- The grant officer may instruct the recipient to transfer title to Ecology or to a third party named by Ecology who is eligible under existing statutes.

9. TASK INCOME

Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY'S *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005).

10. ALL WRITINGS CONTAINED HEREIN

This agreement, including the "General Terms and Conditions," the latest approved Spending Plan, Program Guidelines – Coordinated Prevention Grants 2010-2011, and ECOLOGY'S *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005), contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

11. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

12. PRECEDENCE

In the event of inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) Scope of Work and most current approved Spending Plan; (c) Special Terms and Conditions; (d) Coordinated Prevention Grant Program Guidelines (e) any terms incorporated herein by reference including the *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005); and (f) the General Terms and Conditions (SS-010 Rev. 04/04).

Part 5: GENERAL TERMS AND CONDITIONS:

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold

payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability..

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. 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, and to this end the provisions of this agreement are declared to be severable.


V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

APPLICATION FOR COORDINATED PREVENTION GRANT : SPENDING PLAN

Note: The applicant must submit a separate Z Form for each task (project). One Sheet per Excel File.

Shaded areas are for Ecology use only

Applicant Name:	City of Black Diamond
Task (Project):	Recycling Collection Events - Residential
Category:	WRR 

Agreement #: Region: Cycle: County:

[illegible]

Purchase Type	Item Description	Item Identification #	Intended Use	Cost
7. Itemized Purchases (purchases of at least \$5K/unit value)				
Equipment (EXAMPLE)	ATALT-53-4 Refuse Trailer	VIN: 5RESZ04809S092006	Collect recyclables	\$93,732

To ask about the availability of this document in a version for the visually impaired call the Solid Waste and Financial Assistance Program at 360-407-6900. Persons with hearing

GO Notes:	Beyond Waste: <input type="text" value="no"/> Submits PR: <input type="text" value="quarter"/> Below Allocation? <input type="text"/>		Date Stamp Box
ECY 070-111 (8/09)	Updated: 12/22/09	GO Signature	