



CONTRACTS & AGREEMENTS

ECM INDEX DATA

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12/31/2014

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Resolution: _____

Leg Date: 2/18/2014

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Description: 2014 WASTE REDUCTION AND RECYCLING GRANT
AGREEMENT GR1410010-000

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INTERLOCAL AGREEMENTS
12/31/2014
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1410010.000

CRI-51126 DATE 3-12-14 LOC INTLOC-00 CONTRACT #5637167
ORD 6151

INTERAGENCY AGREEMENT FOR 2014

Between

KING COUNTY and the CITY OF BELLEVUE

This one-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Bellevue, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Bellevue 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 services. 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 Bellevue by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

JOB DATE CRA

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 2014 shall not exceed \$176,687.
2. This Agreement provides for distribution of 2014 grant funds to the City. However, 2014 funds are not available until January 1, 2014, and 2014 funding is contingent upon King County Council approval of the 2014 King County budget. The County shall notify the City in writing of the funding status.
3. During this one-year grant program, the City will submit a minimum of one, but no more than four, 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 four (4) progress reports and requests for reimbursement during the one-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 - except for the final progress report and request for reimbursement which shall be due by March 31, 2015.

If the City chooses to submit the minimum of one progress report and request for reimbursement during the one-year grant program, it shall be due to the County by March 31, 2015.

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 2015, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. 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, 2015.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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 2017.

12. 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."
13. 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.
14. 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.
15. 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.
16. 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.
17. This project shall be administered by Elaine Borjeson, Solid Waste Program Administrator; City of Bellevue Utilities Department; P.O. Box 90012; Bellevue, WA 98009-9012; (425) 452-7103; eborjeson@bellevuewa.gov, or designee.

B. The County:

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

2. The City of Bellevue's budgeted grant funds for 2014 are \$176,687. This includes \$50,000 for providing Recycling Collection Events to residents of Beaux Arts Village, Clyde Hill, Hunts Point, Medina, and Yarrow Point as listed in Exhibit A. Unspent 2014 funds will not carry over to 2015.
3. 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.
4. 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 Bellevue" and/or "text provided courtesy of the City of Bellevue."
5. 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.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager of the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2014 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2014 and shall terminate on June 30, 2015. The City shall not incur any new charges after December 31, 2014. However, if execution by either Party does not occur until after January 1, 2014, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2014 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.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership 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:

Elaine Borjeson, Solid Waste Program Administrator
City of Bellevue Utilities Department
P.O. Box 90012
Bellevue, WA 98009-9012

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

City

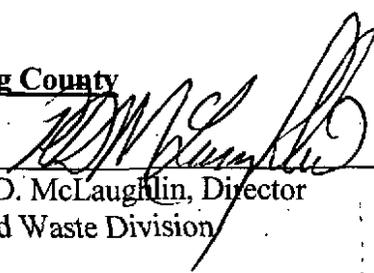


(Title) Utilities Director

Date

2/19/14

King County

BY 
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

3/6/14

October 31, 2013

Mr. Morgan John
King County Solid Waste Division
King Street Center
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

Re: Application for 2014 Waste Reduction and Recycling Grant Funding

Dear Mr. John:

The City of Bellevue is pleased to submit the attached application for funding from the 2014 Waste Reduction and Recycling Grant Program.

We plan to use the funds to conduct several projects in three main categories, which include residential recycling (including schools recycling), business recycling, and residential special collection events. The projects are described in more detail in the attached scope of work.

The City intends to spend the entire grant funding of \$176,687. We will include the residents and businesses in the Point Cities of Beaux Arts Village, Clyde Hill, Hunts Point, Medina, and Yarrow Point in our programs, as appropriate, in recognition of receiving their allocations.

If you have any questions or need additional information, please contact me at eborjeson@bellevuewa.gov or 425-452-7103. We look forward to working with you on these important waste reduction and recycling programs. Thank you.

Sincerely,

Elaine Borjeson
Solid Waste Program Administrator
City of Bellevue Utilities

SCOPE OF WORK

Task 1: Residential Waste Reduction and Recycling Program Enhancement

Residential waste prevention and recycling programs in the City of Bellevue fall into two sectors, single-family and multifamily. There is room within each of these sectors for improved waste prevention and increased recycling:

Single-family

The 2012 curbside recycling rate is 67.8% (with yard debris). Although this is a very high recycling rate, there is potential for increased recycling of food waste through a variety of education, outreach and promotional activities. A recent survey conducted in September, 2013 shows there remains a lot of confusion over what can be recycled in the yard debris/foodwaste cart.

Multifamily

The 2012 multifamily recycling rate is approximately 18.7%, about half way to the goal of a 35% recycling rate by 2017. This rate has much room for improvement. The City continues to evaluate a multitude of barriers and motivators to increasing waste reduction and recycling among multifamily residents, including continued distribution of signage, other educational materials, and outreach in general. Increasing the multifamily recycling rate will be a major focus in 2014.

Performance and Impact Objectives

The goal for both single-family and multifamily residential sectors is to provide cost-effective services, while achieving long-term waste prevention and recycling objectives. These objectives include designing creative and effective programs that engage and educate residents, and most importantly, result in behavior change. The programs will promote waste prevention, recycling, and proper disposal methods. The Point Cities will be involved as appropriate based on their interest and the City's ability to provide services outside the solid waste collection contract.

During 2014, the City will transition to a new solid waste contract with new and/or enhanced services starting in July. Our goal is to maintain the single-family recycling rate above 67% and to increase the multifamily recycling rate above 20%.

Workplan

Programs to be implemented in 2014 include:

A. Waste Reduction and Recycling Outreach

To keep single-family and multifamily residents engaged in waste prevention, recycling and proper disposal efforts, we have revamped some of our communication efforts and will continue to do this through 2014; for example, more educational pieces will be directly mailed in accordance with customer preferences, and more direct contact will be made between the city and multifamily property managers to determine better ways to increase recycling and reduce contamination at apartment and condo complexes. Educational pieces will be printed in multiple languages and pdfs will be posted to the City's website. Efforts may also include onsite visits and presentations to multifamily complexes.

B. Organics Recycling

About 30 percent of the garbage is food waste and food-soiled paper. Organics recycling continues to be a major focus for increasing the overall recycling rate. Bellevue offers single-family residents the ability to recycle food waste with their yard debris on a weekly basis for no additional charge. Our market research has shown that the percentage of single-family residents who are recycling food waste dropped from 84% to 71% in 2013. We need additional education and outreach to determine barriers and motivators to encourage residents to recycle more food waste on an ongoing basis. Efforts will be made in 2014 to increase education focusing on organics recycling.

C. Multifamily Manager & Tenant Outreach Programs

Multifamily recycling rates remain low, and market research has shown that more education is needed, such as better signage in multiple languages. In 2014, efforts will include additional education and outreach with tenants and more one-on-one contact with property managers to determine the most effective materials and outreach methods for multifamily complexes.

In addition to the programs mentioned above, other programs that support waste prevention, recycling and proper disposal generally may be developed, including:

- Support for educational and information programs offered in schools;
- Additional education and information pieces, such as why recycling food waste is important or common questions and answers about recycling.

Expected Results

Single-family Residential Sector

We expect to maintain and/or increase the single-family recycling rate through continued outreach, promotion, education and technical assistance. We also expect to increase food waste recycling participation above 80%.

Multifamily Residential Sector

We expect to increase the multifamily recycling rate a minimum of 2% through continued outreach, promotion, education and technical assistance, possibly including direct manager and tenant outreach programs.

Budget

2014 Single-family and Multifamily Outreach Programs

➤ Staff Costs	\$ 0
➤ Administration & Supplies	\$ 5,000
➤ Consultant & Contract Services	\$25,187
➤ <u>Printing and Distribution</u>	<u>\$15,000</u>
➤ Total	\$45,187

Evaluation

Program evaluation will be a key component of all programs developed and implemented. Evaluation method may include reports, case studies, surveys, interviews, participation levels, contacts made, etc., as appropriate.

Task 2: Commercial Waste Reduction and Recycling Program Enhancement

The commercial sector remains an area with room for improvement to increase waste prevention, recycling and use of recycled-content products. Additional work needs to be done regionally to accurately determine the commercial recycling rate. The City of Bellevue's commercial recycling rate is speculative because only the contracted solid waste hauler reports data to the City.

In June of 2004, the City of Bellevue embedded recycling into the commercial garbage rates, ensuring that recycling is available to all commercial customers at no additional cost. Recent market research shows that 98% of businesses recycle; however, recycling of non-paper materials is down 12-15%. Educational programs in 2014 will focus on raising recycling rates.

Performance and Impact Objectives

The goal in the commercial sector is to reach a 35% recycling rate by 2017, while providing cost effective services. To achieve this goal, programs will continue to identify and evaluate barriers and motivators to changing behaviors in the workplace. These behavior change programs will promote waste reduction, recycling, use of recycled-content products and proper disposal methods.

Workplan

The City of Bellevue will review the successes and failures of the programs conducted pursuant to the WRR Grant in 2012/2013, and will design its programs for 2014 based on this evaluation. The City will rely on the input of professional consultants hired to assist the City in its outreach, education and technical assistance to the commercial sector, which includes schools. Some of the programs we may pursue in 2014 include:

A. General Commercial Outreach, Education and Technical Assistance Regarding Waste Prevention and Recycling

The City of Bellevue will continue to:

- produce broad resource conservation materials;
- partner with existing publications for better exposure;
- make presentations and hold workshops;
- assist businesses with recycling campaigns and/or waste sorts;
- provide articles, downloadable graphics, and facts and figures for email newsletters and company newsletters;
- provide recycling containers or other items that encourage recycling;
- develop more information on the city's website;
- recognize recycling efforts that stand out as above and beyond the standard effort,
- show companies that control their own garbage and recycling how recycling saves them money, and
- provide technical assistance to property managers and tenants, larger retail malls, and other business types as appropriate.

B. Schools Outreach, Education and Technical Assistance

The City of Bellevue will continue to work with the Bellevue School District and private schools in the area, helping individual schools to increase their recycling, waste reduction and use of

recycled-content products. We also plan to continue to provide presentations, assemblies, workshops and educational opportunities targeting both staff and students to increase their knowledge and efforts regarding waste reduction, recycling and using recycled-content products, including the development of an online recycling game targeting school-aged children.

C. Commercial Sector Pilot Projects

The City of Bellevue will continue to look for pilot projects that appear promising to try out new techniques or technical approaches to increase waste reduction, recycling or the use of recycled-content products. The City will support commercial food waste recycling efforts and may partner with a major employer to implement an intensive recycling campaign at a downtown high-rise or local mall.

D. Commercial Waste Sort and Development of Data

The City of Bellevue is very interested in developing more accurate commercial data – both for solid waste generally and recycling more specifically. The City hopes to work with King County and consultants in an effort to develop this data.

Expected Results

The City expects to develop a more accurate measure of the commercial recycling rate and to continue outreach, education and technical assistance efforts in order to support and increase the rate.

Budget

The 2014 Commercial Waste Reduction and Recycling Program Enhancement budget is:

• Staff Costs	\$ 0
• Administration & Supplies	\$ 0
• Consultant & Contract Services	\$ 85,000
• Printing & Distribution Costs	<u>\$ 0</u>
• Total	\$ 85,000

Evaluation

Program evaluation will be a key component of all programs developed and implemented. Evaluation method may include reports, case studies, surveys, interviews, participation levels, contacts made, etc., as appropriate.

Task 3: Special Recycling Collection Events

Performance and Impact Objectives

There are many items and materials which are recyclable, but are too large or uneconomical to collect with the City's curbside recycling program. The objective of this very popular program is to collect a wide a variety and quantity of recyclable items and materials in order to keep them out of the waste stream.

Workplan

The City plans to conduct two events in 2014 as follows:

Bellevue Special Recycling Collection Events

Projected Dates: April and October, 2014

Hours of Events: 9:00 am to 3:00 p.m.

Location of Events: First Presbyterian Church of Bellevue, 1717 Bellevue Way NE

Materials that may be collected at the events include:

- Television Sets
 - Computer Monitors
 - Misc Electronic Equipment
 - Appliances & Scrap Metal
 - Auto Batteries
 - Clean Scrap Wood
 - Porcelain Toilets & Sinks
 - Textiles & Reusable Household Goods
 - Propane Tanks
 - Cardboard
 - Number 6 Plastics
 - Mattresses
 - Tires
 - Styrofoam Blocks & Packing Peanuts
 - Secure Shredding of Confidential Materials, and
 - Other materials as available and appropriate (for example: child car seats and bicycles)
-
- **Educational programs to be used:** Additional educational materials will be distributed depending on relevance and availability. Materials may include brochures on safer alternatives to hazardous household products, medicine take back programs, where to recycle in Bellevue, smart shopping guides, etc. Event participants who bring non-accepted materials such as paint, household batteries, or garbage will be given a flyer which describes proper disposal and/or other recycling opportunities, if available.
 - **Event promotional methods:** The City will publicize the event via a direct mailing of a flyer to all Bellevue and Point Cities residents, including multifamily residents. This ensures that all residents receive notice and have a very clear description of accepted items. Any King County resident is permitted to participate in the event, but only residential addresses in Bellevue and the Point Cities will receive flyers.
 - **Event Staffing:** Generally, the events require about 20 volunteers throughout the day to work at collection stations, as greeter/screeners, and for participant counts. Vendors provide their own staff for stations such as oil & anti-freeze, batteries, scrap metal, household goods, etc. The contractor provides two to four staff for management and other miscellaneous duties. Two off-duty police officers are also on site for traffic control. In some cases, it may be necessary to use paid staff in lieu of volunteers.

Expected Results

It's expected that the two events will serve between 2,400 to 3,000 vehicles (households) per year and collect 100 to 200 tons of recyclable items and materials.

Budget

• Staff Costs	\$ 0
• Administration & Supplies	\$ 0
• Consultant & Contract Services	\$ 46,500
• Printing & Distribution Costs	<u>\$ 16,000</u>
• Total	<u>\$ 62,500</u>

WRR Share: ***\$46,500***

Evaluation

The City will provide an event evaluation to the County within 30 days of each event. At a minimum, it will include the following information:

- Number of vehicles attending the event
- Volume of each material collected by appropriate unit of measurement
- Event cost by budget category. For purposes of waste prevention, the City would prefer to send copies of receipts with the request for reimbursement only
- Comments on the event
- Comparison of current volumes with volumes from previous events

EXHIBIT C

City of
Bellevue



Office of the City Attorney • 425-452-6829 • Fax 425-452-7256
Post Office Box 90012 • Bellevue, Washington • 98009 9012

**Grant Agreement #5637167 between King County and the City of Bellevue
Waste Reduction and Recycling For 2014**

Morgan John, Recycling Planner
King County Solid Waste Division
King Street Center
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

RE: Written Acknowledgement of City of Bellevue Self-Insurance

Dear Mr. John:

In compliance with the terms and conditions of the above-named agreement, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Olsen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rick Olsen
Acting Risk Manager

cc: Elaine Borjeson

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Ordinance No. 651 authorizing execution of an interlocal agreement with King County to accept reimbursement grant funds from the 2014 Waste Reduction and Recycling (WRR) Program grant agreement to implement WRR education programs in accordance with the King County Comprehensive Solid Waste Management Plan; appropriate unanticipated and future revenues to the Solid Waste Fund; and authorize expenditures of said grant funds.

FISCAL IMPACT

This agreement will provide up to \$176,687 in grant funding from King County to implement waste reduction and recycling projects during 2014. City matching funds are not required for acceptance of the grant. \$41,859 of the grant will be used as the required match for multifamily and school recycling education projects funded by the Coordinated Prevention Grant (CPG) during 2014. The grant is provided on a reimbursement basis and is retroactive to January 1, 2014. Grant amounts that will be spent in 2014 are included in the 2013-2014 Adopted Budget for the Solid Waste Fund.

STAFF CONTACT

Nav Otal, Director, 452-2041

Lucy Liu, Assistant Director, 452-4445

Elaine Borjeson, Solid Waste Program Administrator 452-7103

Utilities Department

POLICY CONSIDERATION

Since 1991, the City Council has approved the WRR grant program to fund a variety of projects that continue to grow in popularity among the City's residents and businesses. Acceptance of grant funds for residential and business recycling programs and special recycling collection events will result in continuation of projects and services currently enjoyed by customers.

The 2001 Final King County Comprehensive Solid Waste Management Plan (Plan), designates a variety of waste prevention and recycling programs as eligible for funding from the King County Solid Waste Division. The City projects proposed for grant funding are consistent with the Plan. The City is a party to the Plan via the Solid Waste Interlocal Agreement with King County, adopted by the Council on August 1, 1988 (Resolution No. 5046).

BACKGROUND

The King County Solid Waste Division makes non-competitive grant funds available to suburban cities to implement residential, commercial, and school waste reduction and recycling programs, including special recycling collection events. Bellevue's base funding amount, based on

residential and employment population, is \$126,687. The City also receives an additional \$50,000 to include the five point cities in our programs. Beaux Arts Village, Clyde Hill, Hunts Point, Medina, and Yarrow Point are invited to participate in the special recycling collection events and other programs funded by the grant. This increases the total 2014 allocation to Bellevue to \$176,687.

The grant provides funding for the following programs, described below:

- Residential Waste Reduction and Recycling
- Commercial Waste Reduction and Recycling Outreach and Technical Assistance
- Residential Special Recycling Collection Events.

Residential Waste Reduction and Recycling Program

Programs will target effective behavior change strategies for single family and multifamily residents. In 2014, efforts will focus on individually contacting multifamily property managers to determine improved ways to increase recycling and reduce contamination at apartment and condo complexes. Educational pieces will be available in multiple languages, and efforts will include onsite visits and presentations to residents. In the single-family sector, food waste recycling decreased in the past year. Additional education and outreach will be done to determine barriers and motivators to encourage residents to recycle more food waste on an ongoing basis.

Commercial Waste Reduction and Recycling Program

Business Recycling: The City will continue to offer onsite technical assistance to help businesses reduce waste and improve their recycling programs. Assistance may include providing written materials, making presentations or hosting workshops, assisting with recycling campaigns, providing recycling containers, as appropriate, and recognizing outstanding improvements.

School Recycling: The City will continue to work with the Bellevue School District and private schools in the area to help individual schools increase their recycling, waste reduction and use of recycled-content products. This includes providing presentations, assemblies, workshops and educational opportunities targeting both staff and students to increase knowledge, engagement, and participation in waste reduction and recycling activities.

Residential Special Recycling Collection Events

The City hosts two special recycling collection events each year targeting difficult to recycle items. The events are very popular with residents and typically have more than 2,500 participants who recycle approximately 130 tons of material including appliances, lead acid batteries, porcelain toilets and sinks, propane tanks, scrap wood, mattresses, tires, and block styrofoam.

The ability to deliver the above programs is contingent on receipt of the WRR grant funds. Failure to enter into the interlocal agreement will result in the loss of \$176,687 in grant funding.

EFFECTIVE DATE

If adopted by Council, this Ordinance becomes effective on February 27, 2014.

OPTIONS

1. Adopt the Ordinance authorizing execution of an interlocal agreement with King County to accept reimbursement grant funds from the 2014 King County Solid Waste Division Waste Reduction and Recycling Program Grant to implement waste reduction and recycling education programs; appropriate unanticipated and future revenues to the Solid Waste Fund; and authorizing expenditures of said grant funds.
2. Do not adopt the Ordinance. Failure to enter into the interlocal agreement will result in the loss of \$176,687 in grant funding to conduct planned waste prevention and recycling projects.

RECOMMENDATION

Option 1 - Adopt Ordinance No. 6151 authorizing execution of an interlocal agreement with King County to accept reimbursement grant funds from the 2014 King County Solid Waste Division Waste Reduction and Recycling Program Grant to implement waste reduction and recycling education programs; appropriate unanticipated and future revenues to the Solid Waste Fund; and authorizing expenditures of said grant funds.

MOTION

Move to adopt Ordinance No. 6151 authorizing execution of an interlocal agreement with King County to accept reimbursement grant funds from the 2014 King County Solid Waste Division Waste Reduction and Recycling Program Grant to implement waste reduction and recycling education programs; appropriate unanticipated and future revenues to the Solid Waste Fund; and authorizing expenditures of said grant funds.

ATTACHMENT

Proposed Ordinance No. 6151

AVAILABLE IN COUNCIL OFFICE

Proposed 2014 King County Waste Reduction and Recycling Program Grant Agreement

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6151

AN ORDINANCE authorizing execution of an Interlocal Agreement with King County to accept \$176,687 in grant reimbursement funds from the 2014 Waste Reduction and Recycling (WRR) Program grant agreement to implement WRR education programs in accordance with the King County Comprehensive Solid Waste Management Plan; appropriate unanticipated and future revenues to that fund; and authorizing expenditures of said funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized and directed to execute an Interlocal Agreement with King County to accept \$176,687 in grant reimbursement funds from the 2014 Waste Reduction and Recycling (WRR) Program grant agreement to implement WRR education programs in accordance with the King County Comprehensive Solid Waste Management Plan, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

Section 2. The appropriate administrative officials of the City are authorized to receive monies and to expend the same as authorized in said interlocal agreement.

Section 3. The City Manager or his designated representative shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 4. The approximate amount and source of revenue for the grant proposal and acceptance are:

King County	\$176,687
-------------	-----------

Section 5. Upon execution of said interlocal agreement the budget for the Solid Waste Fund shall be amended by appropriating revenues in the amount of the grant proposal and acceptance herein authorized.

Provided, however, if the actual revenue received from the source specified in said grant agreement should be more or less than the amount set forth herein, the appropriations shall be adjusted to equal the amount actually received.

1375-ORD
02/13/14

Section 6. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

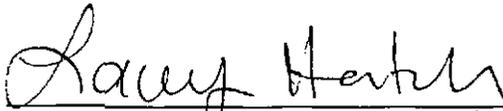
Passed by the City Council this _____ day of _____, 2014
and signed in authentication of its passage this _____ day of _____,
2014.

(SEAL)

Claudia Balducci, Mayor

Approved as to form:

Lori M. Riordan, City Attorney



Lacey Hatch, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published _____

Carlson, Angela

From: Mccool, Kim
Sent: Wednesday, February 19, 2014 9:54 AM
To: Carlson, Angela
Cc: Nunnelee, Sandra J.
Subject: RE: Last Night

Good Morning Angela –

Yes, everything passed on the Consent Calendar last night.

Thanks for checking!
Kim

From: Carlson, Angela
Sent: Wednesday, February 19, 2014 9:49 AM
To: Mccool, Kim; Nunnelee, Sandra J.
Cc: Carlson, Angela
Subject: Last Night

Hi,

Did everything pass Council last night?

Thanks,
Angela Carlson
Finance - Procurement Services
x4328



Finance Your opinion counts with us. Please let us know how we're doing [here](#).

SAM Search Results
List of records matching your search for :

Search Term : King* county* Solid* Waste* division*
Record Status: Active

No Search Results

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6151

AN ORDINANCE authorizing execution of an Interlocal Agreement with King County to accept \$176,687 in grant reimbursement funds from the 2014 Waste Reduction and Recycling (WRR) Program grant agreement to implement WRR education programs in accordance with the King County Comprehensive Solid Waste Management Plan; appropriate unanticipated and future revenues to that fund; and authorizing expenditures of said funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized and directed to execute an Interlocal Agreement with King County to accept \$176,687 in grant reimbursement funds from the 2014 Waste Reduction and Recycling (WRR) Program grant agreement to implement WRR education programs in accordance with the King County Comprehensive Solid Waste Management Plan, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 5126.

Section 2. The appropriate administrative officials of the City are authorized to receive monies and to expend the same as authorized in said interlocal agreement.

Section 3. The City Manager or his designated representative shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 4. The approximate amount and source of revenue for the grant proposal and acceptance are:

King County	\$176,687
-------------	-----------

Section 5. Upon execution of said interlocal agreement the budget for the Solid Waste Fund shall be amended by appropriating revenues in the amount of the grant proposal and acceptance herein authorized.

Provided, however, if the actual revenue received from the source specified in said grant agreement should be more or less than the amount set forth herein, the appropriations shall be adjusted to equal the amount actually received.

ORIGINAL

1375-ORD
02/13/14

Section 6. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 18th day of February, 2014
and signed in authentication of its passage this 18th day of February,
2014.

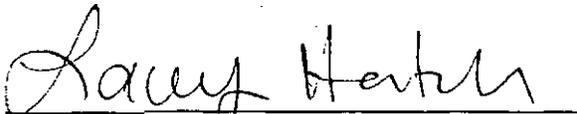
(SEAL)



Claudia Balducci, Mayor

Approved as to form:

Lori M. Riordan, City Attorney



Lacey Hatch, Assistant City Attorney

Attest:



Myrna L. Basich, City Clerk

Published February 21, 2014.



City of Bellevue
Finance - Contracting Services
425-452-7876

GR

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
2014 Waste Reduction and Recycling Grant
Agreement Description:
Interlocal agreement to accept reimbursement funds for waste prevention and recycling projects.
Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Elaine Borjeson
Agreement Amount: \$176,687.00 ✓
Total Aggregate Value: NaN

service code 90682

Project Information:

Project Name: Multiple Projects
Department: Utilities

Project Manager: Jennifer Goodhart
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King County
Administrative Agency: King County Solid Waste Division
Administrative Agency JDE Vendor #: 36000
Funding Program Name: Waste Reduction and Recycling Grant

Agreement Terms:

Original Effective Date: 01/01/2014 (actual date) **End Date:** 12/31/2014 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 2/18/2014 **Ordinance #:** 6151 **Resolution #:** _____

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>A Carlson</u>	<u>1/15/14</u>	<u>1/15/14</u>
Accounting:	<u>Nina McPherson</u>	<u>1/16/14</u>	<u>1/16/14</u>
Information Technology:	Not Required		
Legal:	<u>Larry Hahn</u>	<u>1/16/14</u>	<u>1/21/14</u>
Insurance Reviewed By:	<u>K. De</u>	<u>1/21/14</u>	<u>1/30/14</u>
Department Director:	<u>D. Otal</u>	<u>2/19/14</u>	<u>2/19/14</u>
Procurement Services:	<u>A Carlson</u>	<u>3/11/14</u>	<u>3/11/14</u>
Return To:	Elaine Borjeson		
City Clerk's Office:			