City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

SEATTLE KC DEPT OF PUBLIC HEALTH — Vendor Name

SEATTLE KC DEPT OF PH
12/31/2016

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Vendor Name: SEATTLE KC DEPT OF PUBLIC HEALTH
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Effect Date: 1/1/2016
Term Date: 12/31/2016
CR#: 58289
Related CR#:
Ordinance:
Resolution:
Leg Date:
Vendor #: 35342
Description: INTERLOCAL AGREEMENT FOR GRANT FUNDING FOR HOUSEHOLD HAZARDOUS WASTE PREVENTION AND RECYCLING PROJECTS PO 1510693-000 EHS4048

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
10/31/2015

Jan 14, 2016 FSU: M JDE: M SI: M ECM: M

CR# 58289 DATE 1-14-16 LOC INTRLOC-00 1510693.000

Public Health Seattle & King County	COMMUNITY SERVICES AGREEMENT	PHSKC Agreement # EHS4048

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

RECIPIENT NAME	RECIPIENT FEDERAL TAX ID #
CITY OF BELLEVUE	91-6007020
RECIPIENT ADDRESS	**RECIPIENT CONTACT & EMAIL ADDRESS**
P. O. Box 90012 Bellevue, WA 98009-9012	Stephanie Schwenger sschwenger@bellevuewa.gov

PHSKC DIVISION	PROJECT TITLE
Environmental Health	Local Hazardous Waste Management Program

AGREEMENT START DATE	AGREEMENT END DATE	AGREEMENT MAXIMUM AMOUNT
1/1/2016	12/31/2016	$87,230.18

FUNDING DETAILS

Funding Source	PHSKC Contract #	Amount	Effective Dates
County – Local Hazardous Waste Management Funding		$87,230 18	1/1/2016 – 12/31/2016

FUNDING SUMMARY			
FEDERAL $0	COUNTY: $87,230.18	STATE: $0	OTHER: $0

IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? ☐ YES x NO

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

Exhibit A – Scope of Work; **Exhibit B** – Budget; **Exhibit C** – Invoice; **Exhibit D** – Certificate of Insurance

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www kingcounty gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
N. Otal	Nav Otal, Utilities Director	12/14/15
PHSKC SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
	Ngozi Oleru, Environmental Health Division Director	12/30/15

Approved as to Form OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

(This form is available in alternate formats for people with disabilities upon request.)

Approved as to form:

By: _____
Assistant City Attorney

Date: 12/9/15

KING COUNTY TERMS AND CONDITIONS

1. **Agreement Term and Termination**

   A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

   B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A above, by providing the Recipient thirty (30) days advance written notice of the suspension.

   C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

   If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

   D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

   If the Agreement is terminated or suspended 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 or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

   Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

   E. 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.

2. **Compensation and Method of Payment**

   A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.

   B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice

D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.

E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprograming of under expenditures.

F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1 The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

C. Except as provided in Section 6 of this Agreement, the records listed in A and B above 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 Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/healthservices/health/partnerships/contracts

7. Audits

A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.

B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Recipient in writing of the nature of the breach;

The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;

D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such

compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of 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.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County.

Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A , 10.B., 10 G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.

D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http.//www.kingcounty.gov/healthservices/health/partnerships/contracts; Recipients shall read and certify compliance.

14. Conflict of Interest

A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this

Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement

unless stated to be such through written approval by the County, which shall be attached to the original Agreement

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

CITY OF BELLEVUE
1/1/2016-12/31/2016

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, 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 the 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 relationship 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 the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Bellevue will act in cooperation with the nearby cities and towns of Beaux Arts Village, Clyde Hill, Hunts Point, Medina and Yarrow Point.

Project 1 – The City of Bellevue will provide community pollution prevention outreach and technical assistance by displays, materials, and workshops and events, to seek out appropriate alternatives to, and/or properly handle and dispose of household or small quantity generator hazardous waste. The City will also conduct market research to measure customer/neighborhood use of household hazardous materials, awareness, use of and barriers to using alternatives to pesticides and household hazardous materials, and the understanding of the proper use, storage and safe disposal or recycling of household hazardous waste.

Project 2 – The City of Bellevue will provide oil and household hazardous waste research, outreach and technical assistance by hiring a consultant to continue the oil recycling program at O'Reilly stores and to develop ideas to increase motor oil collection, and the collection of used oil filters. The contractor will gather background information and assist in developing questions for a survey regarding the recycling and disposal options for compact fluorescent lights, tube fluorescent lights, cell phones, computer monitors and peripherals, household batteries and unused medicines.

Responsibilities of the Parties

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 C). 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 Stephanie Schwenger at the City of Bellevue, P.O. Box 90011, Bellevue at (425) 452-7103, (sschwenger@bellevuewa.gov) or her 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 Director for resolution

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.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

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

EXHIBIT B

2016 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Bellevue
P.O. Box 90012
Bellevue, WA 98009-9012

Component Description	2016 Budget	Total
Pollution Prevention Outreach & Technical Assistance	$56,730.18	$56,730.18
Used Motor Oil Recycling & HHW Research, Outreach & Technical Assistance	$30,500.00	$30,500.00
TOTAL	$87,230.18	$87,230.18

INVOICE

Contract Number: EHS4048
Exhibit: C

Remit to: City of Bellevue
PO Box 90012
Bellevue WA 98009-9012
Stephanie Schwenger
425-452-7103
sschwenger@bellevuewa.gov

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	City of Bellevue
Supplier #	1041
Supplier Pay Site	City of Bellevue
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Print on Remittance	
LHW Program name & phone	Paul Shallow 206-263-8487

Submit signed invoice to:
Paul Shallow
Public Health - Seattle & King County
Local Hazardous Waste Management Program
401 Fifth Ave., Suite 1100
Seattle, WA 98104

206-263-8487
paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of:_____

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
Pollution Prevention Outreach	56,730.18			56,730.18
Used Motor Oil Recycling & Household Hazardous Waste Outreach	30,500.00			30,500.00
TOTAL	87,230.18			$87,230.18

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____ Contract Administrator Approval _____ Date _____

Print Name _____

EXHIBIT D

City of Bellevue

Post Office Box 90012 • Bellevue, Washington • 98009 9012

January 28, 2015

Paul Shallow
Public Health – Seattle and King County
Local Hazardous Waste Management Program
401 Fifth Ave., Suite 1100
Seattle, WA 98104

Re: 2015 Local Hazardous Waste Management Program Grant(s)

Dear Mr. Shallow:

In compliance with the terms and conditions of the above named Grant, 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 for workers' compensation claims.

Further questions regarding the City of Bellevue Risk Management program can be referred to Pete Bourgeault with the Risk Management Office at (425) 452-2011.

Sincerely,

Pete Bourgeault
Risk Manager
City of Bellevue

cc: Stephanie Schwenger

Risk Management Office
(425) 452-2746 • Fax (425) 452-7256
450 110th Ave NE • Bellevue, WA 98004

Schwenger, Stephanie

From: Kemp-Boyd, Gloria <Gloria Kemp-Boyd@kingcounty gov>
Sent: Wednesday, November 18, 2015 8:47 AM
To: Schwenger, Stephanie
Cc: Shallow, Paul
Subject: EHS4048 – Local Hazardous Waste Management Program
Attachments: EHS4048 - City of Bellevue.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Stephanie Schwenger
City of Bellevue
P. O. Box 90012
Bellevue, WA 98009-9012

RE: EHS4048 – Local Hazardous Waste Management Program

Dear Ms. Schwenger:

Attached for your review and signature is the above-referenced contract.

Please print **two** copies, sign and return both hard copies of the contract to **me** at the address below within 10 business days of receipt of this letter or no later than **December 31, 2015.**

A fully signed copy of the contract will be returned to you. If you have any general questions regarding contract language or the required forms, please call me at (206) 263-8745. If you have any questions about the program, budget or reporting requirements, please contact your program monitor, Paul Shallow, at (206) 263-8487.

Sincerely

Gloria Kemp-Boyd
Contract Specialist II
Contract, Procurement & Real Estate Services (CPRES)
401 Fifth Avenue, Suite 1300
Seattle, WA 98104
(206) 263-8745 (FAX: 206-0629)
gloria.kemp-boyd@kingcounty.gov

Contract, Procurement and Real Estate Services (CPRES)
401 Fifth Avenue, Suite 1300
Seattle, WA 98104-1818
206-263-8747 Fax 206-296-0629
TTY Relay 711
www.kingcounty.gov/health

Public Health
Seattle & King County

January 8, 2016

Dear Contractor:

Enclosed is a fully signed copy of your contract. We have retained a copy for our records. Please contact Gloria Kemp-Boyd at (206) 263-8745 if you have questions.

CR #: 58289 Date: 1-04-16 Loc: INTRLOC-00 PO #: 5100930.00

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
2016 Local Hazardous Waste Management Program Grant

Agreement Description:
Interlocal agreement to accept reimbursement funding for household hazardous waste prevention and recycling projects

Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Stephanie Schwenger
Agreement Amount: $87,230.18 ✓
Total Aggregate Value: NaN

Project Information:

Project Name: Multiple projects
Department: Utilities

Project Manager: Stephanie Schwenger
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King County
Administrative Agency: Seattle King County Department of Public Health
Administrative Agency JDE Vendor #: 35342
Funding Program Name: Local Hazardous Waste Management Program

Agreement Terms:

Original Effective Date: 01/01/2016 (actual date) **End Date:** 12/31/2016 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: **Ordinance #:** **Resolution #:**

Route:

		In	Out
Procurement Services:	A Carlson		
Accounting:	[signature]	12/9/15	
Information Technology:	Not Required		
Legal:	[signature]	12/09/15	12/09/15
Insurance Reviewed By:	[signature]	12/09/15	12-9-15
Department Director:	[signature]	12/14/15	12/14/15
Procurement Services:	A Carlson	1/13/16	1/13/16
Return To:	Stephanie Schwenger		
City Clerk's Office:	M. TORNOW	1-14-16	1-14-16

RISK

CONTRACT FACE SHEET

Document Type:

- ☐ Contract
- ☐ MOU
- ☒ Interlocal Agreement
- ☐ Notice of Acceptance
- ☐ Retainage
- ☐ Franchise Agreement
- ☐ Right of Way Use Agreement
- ☐ Lien
- ☐ Correspondence
- ☐ Collective Bargaining Agreement
- ☒ Grant

Status:

- ☒ New
- ☐ Renewal
- ☐ Amendment
- ☐ Cancellation
- ☐ Change Order

***Funding Source:**

***Administrative Agency:** Seattle King County Department of Public Health

***Funding Agency:** King County

***Project Name:** Multiple projects

***Department:** Utilities

JDE Project Number: 1510693.002

JDE Vendor Number: 35342

Original Effective Date: 01/01/2016

Agreement Termination Date: 12/31/2016

Budget Fund:

CIP Plan Number:

Ordinance Number:

Resolution Number:

Grant Number:

Clerk's Receiving #:

Related Clerk's Receiving #:

*Denotes mandatory fields

Face Sheet Date:_____
Scan Date:_____
Index Date:_____