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 PUBLIC
12/31/2014

**Document Type:** Interlocal New
**Vendor Name:** SEATTLE KC DEPT OF PUBLIC HEALTH
**PO# Location:** INTRLOC-000
**Effect Date:** 1/1/2014
**Term Date:** 12/31/2014
**CR#:** 51554
**Related CR#:**
**Ordinance:**
**Resolution:**
**Leg Date:**
**Vendor #:** 35342
**Description:** INTERLOCAL AGREEMENT TO ACCEPT FUNDING FOR HAZARDOUS WASTE PREVENTION AND RECYCLING PROJECTS PO 1410090-000

**Notes:**

**Jul 22, 2014** FSU: N JDE: M SI: M ECM: M

*INTRLOC_00*
INTERLOCAL AGREEMENTS
12/31/2099
$00176854

1410090.000

Public Health
Seattle & King County

CR# 51584 DATE 1-22-14 LOC INTRLOC-00

| | |
|---|---|
| King County Contract # | EHS3379 |
| Federal Taxpayer ID # | 91-6007020 |
| Federal Sub-recipient - | No |

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

## 2014 COMMUNITY SERVICES CONTRACT WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Bellevue (the "Contractor"), whose address is PO Box 90012,Bellevue,Washington,98009-9012 . The County department overseeing the work to be performed in this Contract is the Seattle-King County Department of Public Health (aka, Public Health - Seattle & King County, "PHSKC").

Contract Summary

**PHSKC Division: Environmental Health**

**Project Title: Local Hazardous Waste Management Program**

**Contract Amount: Eighty Six Thousand Six Hundred Forty Three Dollars and Forty Seven Cents**

**Contract Start Date: 01/01/2014** **Contract End Date: 12/31/2014**

Fund Source Information

FEDERAL: $ 0 COUNTY: $86,643.47 STATE: $ 0 OTHER: $ 0

Specific Funding Details (Award number, CFDA #, Amounts, Effective Dates)

1) Local Hazardous Waste Management program funding

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2014 Annual Budget.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I **Incorporation of Exhibits**

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Contractor's Certificate of Insurance and Additional Insured Endorsement

II **Term and Termination**

A This Contract shall commence on 1/1/2014 8:00:00 AM, and shall terminate on 12/31/2014 8:00:00 AM, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30)

days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the suspension.

C The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor 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 Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor 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 II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract 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 Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

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

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

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

III **Compensation and Method of Payment**

A The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, 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 Contractor 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 Contractor not more than 30 days after a complete and accurate invoice is received.

C The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor'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 Contractor of the amounts set forth in said invoice or any subsequent invoice.

D When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract

budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

E If travel costs are contained in the attached budget, reimbursement of Contractor 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 Contractor does not request government rates, the Contractor 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 Contractor 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 federal grant must be in accordance with the Fly America Act.

## IV Internal Control and Accounting System

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

## V 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 Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

## VI Maintenance of Records/Evaluations and Inspections

A The Contractor 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 Contract funds and compliance with this Contract.

B In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor 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 Contract; and

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

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the

County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

C Except as provided in Section VII of this Contract, 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 Contractor 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 Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

E The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract 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 Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

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

VIII **Audits**

A If the Contractor 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 Contractor and the Contractor will be required to comply with any such requirements.

IX **Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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 Contractor in writing of the nature of the breach;

The Contractor 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 Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor'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 Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be

insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

D In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor 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 II. Subsections B, C, D, and E.

X **Dispute Resolution**

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

XI **Hold Harmless and Indemnification**

A In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor 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 Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor 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 Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B The Contractor 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 Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C The Contractor 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 Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. 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 Contractor.

D The County shall defend, indemnify, and hold harmless the Contractor, 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 Contract. In the event the Contractor 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 Contract.

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

XII **Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, 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 Contractor, its agents,* representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and provide required insurance documentation prior to the signing of this Agreement.

XIII **Assignment/Subcontracting**

A The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

B "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C The Contractor shall include Sections III.D., III.E., IV, V, VI, VII, XI, XII, XIII, XIV, XV, XVI, and XVII,XVIII, XXIV, XXV, XXVI, XXVII, and the Funder's Special Terms and Conditions, if attached, in every subcontract that relates to the subject matter of this Contract.

D The Contractor agrees to include the following language verbatim in every subcontract, for services which relate to the subject matter of this Contract:

"Subcontractor 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 subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV **Nondiscrimination and Equal Employment Opportunity**

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

During performance of the Contract, the Contractor 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 Contractor 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; contractors shall read and certify compliance.

XV **Conflict of Interest**

A The Contractor 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 contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B The Contractor 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 Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor 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 Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI **Equipment Purchase, Maintenance, and Ownership**

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

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

XVII **Proprietary Rights**

The parties to this Contract 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 Contract.

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

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

XVIII **Political Activity Prohibited**

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

XIX **King County Recycled Product Procurement Policy**

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

XX **Future Support**

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

XXI **Entire Contract/Waiver of Default**

The parties agree that this Contract 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 Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract 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 Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII **Contract Amendments**

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII **Notices**

Whenever this Contract 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 Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV **Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor 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 Contract, 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 Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV **Applicable Law**

This Contract 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.

XXVI **No Third Party Beneficiaries**

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

XXVII **Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

FOR

King County Executive

4/8/14

Date

CONTRACTOR

Paul A. Bucich

Signature

PAUL A. BUCICH

Name (Please type or print)

3/27/14

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

**EXHIBIT A**
**SCOPE OF WORK**

**CITY OF BELLEVUE**
**1/1/2014-12/31/2014**

## 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 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 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 A – 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 B – 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 City will continue developing programs on recycling and disposal options for compact fluorescent lights, tube fluorescent lights, cell phones, computer monitors and peripherals, household batteries and also for 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 Fund Manager:

a) An invoice (see Exhibit C). Invoices should be sent to the Fund Manager 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 fund Manager 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 Elaine Borjeson at the City of Bellevue, P.O. Box 90012, Bellevue, at (425) 452-7103, (eborjeson@bellevuewa.gov) or her designee.

9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator or Fund Manager should be referred to the LHWMP Program Director for resolution.

**Seattle-King County Department of Public Health**

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.

2. Within ten (10) working days of receiving a request for reimbursement from the City, the Fund Manager 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 Fund Manager 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 Fund Manager 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

Madelaine Yun
LHWMP Fund Manager
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-7128
madelaine.yun@kingcounty.gov

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

**EXHIBIT B**

**2014 BUDGET**

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

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

| Component Description | Budget |
|---|---|
| Pollution Prevention Outreach & Technical Assistance | $74,143.47 |
| Used Motor Oil Recycling & HHW Research, Outreach & Technical Assistance | $12,500.00 |
| **TOTAL** | $86,643.47 |

**EXHIBIT C**

**2014 INVOICE**

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

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

**To:** Madelaine Yun, Fund Manager
Local Hazardous Waste Management Program in King County
Seattle-King County Department of Public Health
150 Nickerson St., Suite 204
Seattle, WA 98109

Contract #EHS3379
Period of time: _____, 2014 to _____, 2014.

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

_____ _____
Signature Date

| Component Description | Budget | Current Expenses | Previous Charges | Balance |
|---|---|---|---|---|
| Pollution Prevention Outreach & Technical Assistance | $74,143.47 | | | |
| Used Motor Oil & HHW Research, Outreach & Technical Assistance | $12,500.00 | | | |
| **TOTAL** | $86,643.47 | | | |

For Health Department Use Only

| FOR HEALTH DEPARTMENT USE ONLY | | | |
|---|---|---|---|
| Oracle Purchase Order # | Invoice Date | Invoice # | Amount to be paid |
| | | | |
| Oracle Requisition # | Oracle Receipt # | Oracle CPA # | |
| | | | |

Local Hazardous Waste Management Program Approval:

_____ _____ _____
Madelaine Yun IHW-NR-0100 Date

City of Bellevue
Post Office Box 90012 • Bellevue, Washington • 98009 9012

January 10, 2014

Gloria Kemp-Boyd, Contract Specialist II
Public Health – Seattle & King County
Contract, Procurement and Real Estate Services
401 Fifth Avenue, Suite 1300
Seattle, WA 98104

RE: Local Hazardous Waste Management Program Plan Grant #EHS3379
Written Acknowledgement of Self-Insurance – City of Bellevue

Dear Ms. Kemp-Boyd:

In compliance with the terms and conditions of the above-named grant 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,

Joanne Nicolai
Risk Manager

cc: Elaine Borjeson

CR #: 51554 Date: 7-22-14 Loc: INTRLOC-00 PO #: 1410090.000

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

# Grant Agreement Routing Form

## Current Agreement Information

**Agreement Title:**
2014 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:** Elaine Borjeson
**Agreement Amount:** $86,643.47
**Total Aggregate Value:** NaN

GRV
service code "GRV"

## Project Information:

**Project Name:** Multiple Projects
**Department:** Utilities
**Project Manager:** Elaine Borjeson
**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:** 01/01/2014 (actual date) **End Date:** 12/31/2014 (actual date)
no renewal

## Related Agreement Information:

**Is this a renewal/amendment?** No

## Council Approval:

**Council Award Date:** 3/3/2014 **Ordinance #:** **Resolution #:**

## Route:

| | | In | Out |
|---|---|---|---|
| Procurement Services: | A Carlson | 3/3/14 | 3/4/14 |
| Accounting: | J. M Clark | 3/3/14 | 3/3/14 |
| Information Technology: | Not Required | | |
| Legal: | [signature] | 3/4/14 | 3/14/14 |
| Insurance Reviewed By: | [signature] | 3/14/14 | 3/21/14 |
| Department Director: | Paul A. Bucich | 3/27/14 | 3/27/14 |
| Procurement Services: | A Carlson | 7/21/14 | 7/21/14 |
| Return To: | ~~Elaine Borjeson~~ Stephanie | | |
| City Clerk's Office: | M Tornow | 7-22-14 | 7-22-14 |

## Document Management Information:

**CIP Plan #:**
**Budget Fund:**
**Funding Source:**

**JDE Project Number:**
**Explanation:**

## Budget Information:

| Year | Description | JDE Account Number | Amount |
|---|---|---|---|
| 2014 | LHWMP Grant - HHW | 223230999.337090.0902 | $12,500.00 |
| 2014 | LHWMP Grant - Pollution Prevention | 240230999.337090.0902 | $74,143.47 |

## Additional Comments: