

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the mayor to execute a grant agreement between King County and the City of Black Diamond to fund water reduction and/or recycling programs or services	Agenda Date: December 17, 2020	
	AB20-095	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): Not to Exceed \$20,000 for 2021 and 2022	Police – Chief Kiblinger	
Fund Source: King County Grant	Public Works – Seth Boettcher	X
Timeline: 2021 and 2022	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution, Agreement, Exhibits A through E		
SUMMARY STATEMENT: This grant agreement from the King County Solid Waste Division is for the City’s four household hazardous waste collection and recycling events. The City has combined these events with Maple Valley and will continue to do so. This grant agreement will need to be signed via DocuSign.		
FISCAL NOTE (Finance Department): This grant will provide revenue of \$10,000 in 2021 and \$10,000 in 2022.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed on December 8, 2020 and recommends bringing to full council		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1400 authorizing the Mayor to execute a grant agreement with the King County Solid Waste Division to fund the 2021-2022 household hazardous waste collection and recycling events.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 17, 2020		

RESOLUTION NO. 20-1400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE KING COUNTY SOLID WASTE DIVISION TO FUND THE 2021-2022 HOUSEHOLD HAZARDOUS WASTE COLLECTION AND RECYCLING EVENTS

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2021 and 2022 events; and

WHEREAS, King County, through its Solid Waste Division, has offered a grant to support these services; and

WHEREAS, these funds will help the City meet the goals outlined in the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan); and

WHEREAS, City residents will be able to use these events to dispose of many household hazardous waste items and recyclable materials; and

WHEREAS, funds will not exceed \$20,000 for 2021 and 2022;

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

Section 1. The City Council hereby accepts grant funding from King County Solid Waste Division in the amount of \$20,000 to fund the 2021-2022 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a grant agreement with King County Solid Waste Division to fund the 2021-2022 household hazardous waste collection and recycling events; substantially in the form attached hereto;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF DECEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

INTERAGENCY AGREEMENT FOR 2021 and 2022

Between

KING COUNTY and the CITY OF BLACK DIAMOND

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

PREAMBLE

King County and the City of Black Diamond adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp 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 Comp 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 and incorporated herein by reference. Grant funding for this program is subject to the 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 Comp 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 by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

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

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2021 and 2022 shall not exceed **\$359,343**.
2. This Agreement provides for distribution of 2021 and 2022 grant funds to the City. However, grant funds are not available until January 1, 2021.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined 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 both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 17, 2023.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 18, 2022 and March 17, 2023.

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 2022 and January 2023, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
6. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

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

10. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. This project shall be administered by Scott Hanis, Capital Project/Program Manager, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 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. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Black Diamond" and/or "text provided courtesy of the City of Black Diamond."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2021 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2021, and shall terminate on June 30, 2023. The City shall not incur any new charges after December 31, 2022. However, if execution by either Party does not occur until after January 1, 2021, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2021 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:

Lucy Auster, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
Lucy.auster@kingcounty.gov

If to the City:

Scott Hanis, Capital Project/Program Manager, or a provided designee
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

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

City of Black Diamond

Carol Benson, Mayor

Date

King County

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Black Diamond
2021/20 Scope of Work

A. Basic Information

1. City of Black Diamond
2. Grant Project Manager: Scott Hanis
 Capital Project/Program Manager
 City of Black Diamond
 P.O. Box 599
 Black Diamond, WA 98010
 TEL – (360) 851-4446
 FAX - (360) 851-4501
 Email – shanis@blackdiamondwa.gov
3. Contractor name: Olympic Environmental Resources
 4715 SW Walker Street
 Seattle, WA 98116
 TEL - (206) 938-8262
 Email – pauldevine@msn.com
4. 2021/22 Budget: \$20,000.00

B. Scope of Work

In 2021-22, Black Diamond will work with the City of Maple Valley to co-host spring and fall recycling events in the City of Maple Valley. Black Diamond and Maple Valley will share event expenses on a percentage basis based on the population of each City (to the extent possible). Some expenses, such as the event flyer printing, sorting and mailing, will be based on the actual number of flyers sent to each City. The combined population of the two cities is 30,705 (according to the King County Solid Waste Division). Black Diamond's population is 4,525 (15%) and Maple Valley's population is 26,180 (85%).

1. Task One: Recycling Collection Events

A) Schedule - Spring and Fall, 2021/22

B) Task Activities

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

- Tires+
- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Cardboard
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- Paper Shredding
- +User fees may apply

Other materials when possible.

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

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2021/22 volumes and vehicles with prior year's events

D) Task Performance Objectives:

The City plans to send out approximately 1,800 promotional flyers to Black Diamond households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 25-30 tons of material from the local waste stream per year.

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

Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. The City of Black Diamond has a population of approximately 4,525. The City expects, based on past events, that 300–400 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 25-30 tons of material diverted from the local waste stream for recycling per year.

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

2.Task Two: Rain Barrel, Compost, and Worm Bin Sales

A) Task Schedule: Spring, 2021-22

B) Task Activities:

- Total Number of Bin/Barrel Sales – Two or more
- Task Description - The City will implement two or more rain barrel, compost/worm bin sales in 2021-22. The sales will be held in conjunction with Maple Valley Recycling Collection Events. The City will:
 - Distribute subsidized rain barrels, backyard compost bins, worm bins, and educational materials to City residents. The number of bins and barrels purchased will depend on the type of units selected. Residents will be charged \$20-\$25 per unit.

C) Task Performance Objectives: The goal of this program is to achieve greater resource efficiency in the City and stimulate demand for recycled plastic. Backyard composting and vermicomposting extends the life of landfills and reduces stress on local composting facilities. This program should result in greater resource efficiency as it will encourage City residents to manage their yard and food debris on their own properties and to reuse the composted materials in their gardens as well as conserve water. The City will support recycling programs by distributing recycle content rain barrels/bins to City residents. The items weigh approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced.

D) Task Impact Objectives/Evaluation:

As a result of the sales, the City will:

- Reduce the residential waste stream by up an estimated 5-10 tons of yard and food debris annually or 50-100 tons in the next ten years.
- Conserve water and reduce demand for potable water from local sources
- The City will monitor the program by reporting the following:

-Number of rain barrels distributed.

- Number of compost bins distributed.
- Number of worm bins distributed.
- The estimated amount of yard and food debris diverted.

By distributing recycle content barrels, the City will divert recyclable materials from the waste stream. The City will distribute recycled content barrels to City residents, which will help promote recycled products and conserve water.

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Black Diamond
2021/20 Scope of Work

A. Basic Information

1. City of Black Diamond
2. Grant Project Manager: Scott Hanis
 Capital Project/Program Manager
 City of Black Diamond
 P.O. Box 599
 Black Diamond, WA 98010
 TEL – (360) 851-4446
 FAX - (360) 851-4501
 Email – shanis@blackdiamondwa.gov
3. Contractor name: Olympic Environmental Resources
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 Seattle, WA 98116
 TEL - (206) 938-8262
 Email – pauldevine@msn.com
4. 2021/22 Budget: \$20,000.00

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Other materials when possible.

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 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
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- Event promotional methods
 - Events will be coordinated with King County and flyers will be sent to King County Solid Waste Division and Black Diamond households.
 - By distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and City web site.
 - By publicizing the event through the King County Solid Waste Division promotional activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2021/22 volumes and vehicles with prior year's events

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Ecology will pay for event expenses as well.

F) Task Impact Objectives:

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

2.Task Two: Rain Barrel, Compost, and Worm Bin Sales

A) Task Schedule: Spring, 2021-22

B) Task Activities:

- Total Number of Bin/Barrel Sales – Two or more
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C) Task Performance Objectives: The goal of this program is to achieve greater resource efficiency in the City and stimulate demand for recycled plastic. Backyard composting and vermicomposting extends the life of landfills and reduces stress on local composting facilities. This program should result in greater resource efficiency as it will encourage City residents to manage their yard and food debris on their own properties and to reuse the composted materials in their gardens as well as conserve water. The City will support recycling programs by distributing recycle content rain barrels/bins to City residents. The items weigh approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced.

D) Task Impact Objectives/Evaluation:

As a result of the sales, the City will:

- Reduce the residential waste stream by up an estimated 5-10 tons of yard and food debris annually or 50-100 tons in the next ten years.
- Conserve water and reduce demand for potable water from local sources
- The City will monitor the program by reporting the following:

-Number of rain barrels distributed.

- Number of compost bins distributed.
- Number of worm bins distributed.
- The estimated amount of yard and food debris diverted.

By distributing recycle content barrels, the City will divert recyclable materials from the waste stream. The City will distribute recycled content barrels to City residents, which will help promote recycled products and conserve water.

2021-2022 WRR Grant Guidelines - Revised

Program Eligibility:

The King County Solid Waste Division (SWD) SWD has updated the WRR Recycling Case Studies document (Attachment 3) and created a WRR Case Studies Summary (Attachment 4), which include many creative and innovative project ideas for WRR Grant proposals/scopes of work. These case studies offer ideas for influencing waste prevention and recycling consistent with Title 10 of King County Code, the King County Strategic Climate Action Plan, and the King County 2019 Comprehensive Solid Waste Management Plan, all of which have policies to achieve Zero Waste of Resources by 2030. SWD strongly encourages consideration of these projects in the development of grant proposals and encourages Cities to leverage WRR grant funds with multi-City projects.

Grant funds may be used for a variety of WRR related programs consistent with the Comp Plan. Cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Cities may choose to use their funding on one program or a combination of programs. For WRR program ideas, please refer to the Case Studies, which includes the examples below.

Examples of innovative projects:

- City Development of Contracts for “Responsible Recycling.”
- King County Solid Waste Division Market Development for Recycled Materials.
- King County Climate Action Through Low Embodied Carbon Purchasing.
- King County SWD: Multicultural Recycling Outreach - Recicla Mas! Es Fascilísimo.
- Regional Code Development for C&D Diversion.
- Purchase School Milk Dispensers and Reusable Cups to Replace Single-use Milk Cartons.
- City of Auburn Commercial Food Waste Outreach.
- City of Bellevue Recycling Unusual of Bulky Items.
- City of Kirkland Organics Contamination Enforcement – Cart Tagging

Please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov if you have questions about specific program eligibility and/or consistency with the Comp Plan.

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Household Hazardous Waste (HHW) education programs.
- Collection of any household hazardous waste items including, but not limited to:
treated wood, paint, lead acid batteries, oil, gasoline, and antifreeze, fluorescent lights.

Cities should pursue funding for HHW collection or education programs through the King County Hazardous Waste Management Program (Haz Waste) or the Washington State Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program.

Grant Administration

Requests for Reimbursement:

Cities may submit one request for reimbursement per year during the funding cycle, due no later than March 18, 2022 and March 17, 2023. Alternately, cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

Accrual Reporting:

By the 5th working days of January 2022 and January 2023, Cities must notify SWD of the amount of their total expenditures for work that has been completed but for which a request for reimbursement has not yet been submitted, so that SWD can accrue the amounts.

Progress Reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. All progress reports must be signed by a City official. Signed reports may be scanned and emailed.

Amendments

Formal amendments to grant Interagency Agreements (IAAs) are unnecessary unless the City wishes to significantly change its scope of work and/or budget. In general, a significant change would be one in which the City wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the City should contact SWD when considering changes to their scopes and budgets to determine if a formal amendment is needed.

SWD has streamlined the amendment process to make it easier for Cities to make changes. A City wishing to amend its scope of work will send an email to Lucy Auster with a revised scope of work, including the following:

- A brief description of any new tasks, the amount, and the start and end dates.
- A brief description of additional work you will do in any existing task you wish to move funds into from another task, the amount, and start and end dates.
- A brief description of work currently in your scope that you will not be doing, the amount that will either be going to a new task or moving to an existing task and if so which one, and a start date.

Any work included in the new scope still needs to be consistent with the [Comp Plan](#). Once the new scope of work is approved, SWD will follow up with a unilateral amendment to your agreement, which does not require City signature.



Certificate of Coverage - Exhibit C

Certificate holder: King County Solid Waste Division Lucy Auster, MA - Senior Planner 201 S. Jackson St., Suite 701 Seattle, WA 98104	Policy number: None Term of certificate: 1/1/2020 – 1/1/2021 Annual re-issue: Yes
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RE: Grant Agreement for Local Waste Reduction and Recycling Projects in Black Diamond

Please be advised that the **City of Black Diamond** is a member of the Association of Washington Cities Risk Management Service Agency (RMSA), and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$2 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend or alter the coverage provided by the AWC RMSA.

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Black Diamond**

BUDGET SUMMARY REPORT FORM

2021-2022 Waste Reduction & Recycling Grant Program

City: _____ Date: _____
 Address: _____ Phone: _____
 _____ Invoice #: _____
 _____ Report Period: _____
 Preparer's Name: _____ Contract #: _____

Total amount requested this period: _____
 Total amount previously invoiced: _____
 Original interlocal amount: _____
 Total amount charged to date: \$ _____ -
 Amount remaining for completion of interlocal: \$ _____ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

For King County Use
 Contract # _____ 0
 Project 1126942 Org 720122 Exp.Account 54105 Task 22.000'
 Purchase Order # _____ Requisition # _____ Receipt _____
 Supplier # _____ Supplier Pay Site _____ Invoice # _____ Payment Type _____

Total charges this period are approved for payment \$ _____
 Project Manager: _____ Date _____

King County Waste Reduction Recycling Grant

Expense Summary Form

2021-2022 Grant Cycle

City of _____

Reimbursement Request # _____

Date _____

Contract # _____

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
Total					0