



# City Council, Regular Meeting

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## AGENDA

February 2, 2010

6:30 pm – 9:30 pm  
Council Chambers

### **Call to Order**

### **Roll Call/Pledge of Allegiance**

- Flag Presentation by Rainbow Camp Fire Girls 3<sup>rd</sup> Grade Blackwell Elementary

### **Public Comment**

*Note: This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

### **Approval of Agenda**

### **Student Liaison Reports**

- Eastlake High School
- Skyline High School

### **Consent Agenda**

1. Approval: Claims for period ending February 2, 2010 in the amount of \$625,401.67 for Check No.25689 through No. 25759
2. Ordinance: Second Reading Creating An Equipment Rental Fund In Accordance With RCW 35.21.088
3. Resolution: Accepting The Sammamish Commons Park - Phase IIB Lower Sammamish Commons Access And Parking Project As Complete.
4. 2010 Recycling Grants: The King County Waste Reduction and Recycling Grant Program, The King County Health Department Local Hazardous Waste Management Plan Grant and the Washington State Department of Ecology Coordinated Prevention Grant
5. Contract: Recycling Events/Olympic Environmental
6. Approval: January 12, 2010 Special Meeting/Study Session Minutes

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance.

Assisted Listening Devices are also available upon request.

7. Approval: January 19, 2010 Regular Meeting Minutes
8. Ordinance: Second Reading vacating unopened Thomas Alexander Road (aka County Road No. 867 and Old Monohan Road) Right of Way in the 1100 through 1400 blocks of East Lake Sammamish Parkway SE.

**Unfinished Business - None**

**New Business**

9. Contract: Sustainability Strategy/O'Brien and Company

**Council Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

**AGENDA CALENDAR**

| <b>February 2010</b> |         |  |  |
|----------------------|---------|--|--|
| Tues 02/02           | 6:30 pm | Regular Council Meeting                | Camp Fire Flag Presentation (Blackwell Elementary)<br>Ordinance: Second Reading Equipment Rental Fund (consent)<br>Ordinance: Second Reading Thomas Alexander Street Vacation<br>Resolution: Final Acceptance Lower Sammamish Commons/CDK (consent)<br>Contract: Sustainability Strategy/Obrien and Co<br>Contract: Olympic Environmental (consent)<br>Grants: Recycling and Waste Reduction Program (consent) |
| Tues 02/09           | 6:30 pm | Joint Meeting with Planning Commission | Dinner<br>Planning Commission Handoff – Town Center Development Regulations  |
| Mon 02/15            | 6:30 pm | Presidents Day                         | City Offices Closed  |
| Tues 02/16           | 6:30 pm | Regular Meeting                        | ARCH Work Program<br>Sahalee Golf Tournament<br>Public Hearing/First Reading: Ordinance for Wireless Siting<br>Public Hearing/First Reading: Ordinance for Public Facilities Code Amendment<br>Contract: Wetland Services/Watershed<br>Comp Plan Docket Application (placeholder)  |
| Thurs                |         |  |  |
| <b>March 2010</b>    |         |  |  |
| Tues 03/02           | 6:30 pm | Regular Council Meeting                | Public Hearing/First Reading Aldarra Farms 60% Percent Petition<br>Second Reading: Ordinance for Wireless Siting<br>Second Reading: Ordinance for Public Facilities Code Amendment<br>Resolution: 2010 ARCH Work Program (consent)<br>Interlocal: ARCH (consent)   |
| Tues 03/09           | 6:30 pm | Study Session                          | Town Center Development Regulations<br>District Court Services<br>Sammamish Landing Revised Preferred Alternative  |
| Mon 03/15            | 6:30 pm | Study Session                          | Update: Connectivity<br>Update: Pavement Management  |
| Tues 03/16           | 6:30 pm | Regular Meeting                        | Second Reading: Ordinance Aldarra Farms 60% Percent Petition   |
|                      |         |  |  |
| <b>April 2010</b>    |         |  |  |
| Tues 04/06           | 6:30 pm | Regular Council Meeting                | Public Hearing/First Reading: Pre Annexation Zoning Klahanie Park<br>First Reading: Klahanie Park Annexation   |
| Tues 04/13           | 6:30 pm | Study Session                          | Town Center Development Regulations (4 hours)  |
| Mon 04/19            | 6:30 pm | Joint Meeting/Parks Commission         | Open Space Plan  |
| Tues 04/20           | 6:30 pm | Regular Meeting                        | Public Hearing/Second Reading: Pre Annexation Zoning Klahanie Park<br>Second Reading: Klahanie Park Annexation   |
|                      |         |  |  |
| <b>May 2010</b>      |         |  |  |
| Tues 05/04           | 6:30 pm | Regular Council Meeting                |  |
| Tues 05/11           | 6:30 pm | Study Session                          |  |
| Mon 05/17            | 6:30 pm | Study Session                          | Town Center Development Regulations  |
| Tues 05/18           | 6:30 pm | Regular Meeting                        |  |
|                      |         |  |  |
| <b>June 2010</b>     |         |  |  |
| Tues 06/01           | 6:30 pm | Regular Council Meeting                | Public Hearing: First Reading Town Center Development Regulation   |
| Tues 06/08           | 6:30 pm | Study Session                          |  |
| Mon 06/14            | 6:30 pm | Study Session                          |  |
| Tues 06/15           | 6:30 pm | Regular Meeting                        | Second Reading: Town Center Development Regulations  |
|                      |         |  |  |

|  |         |   |   |
|--|---------|---|---|
| <b>July 2010</b>   |         |   |   |
| Tues 07/06   | 6:30 pm | Regular Council Meeting   |   |
| Tues 07/13   | 6:30 pm | Study Session   |   |
| Mon 07/19  | 6:30 pm | Study Session   |   |
| Tues 07/20   | 6:30 pm | Regular Meeting   |   |
| <b>Sept. 2010</b>  |         |   |   |
| Tues 09/07   | 6:30 pm | Regular Council Meeting   |   |
| Tues 09/14   | 6:30 pm | Study Session   |   |
| Mon 09/20  | 6:30 pm | Study Session   |   |
| Tues 09/21   | 6:30 pm | Regular Meeting   |   |
| <b>Oct. 2010</b>   |         |   |   |
| Tues 10/5  | 6:30 pm | Regular Council Meeting   |   |
| Tues 10/12   | 6:30 pm | Study Session   |   |
| Mon 10/18  | 6:30 pm | Study Session   |   |
| Tues 10/19   | 6:30 pm | Regular Meeting   |   |
| <b>Nov. 2010</b>   |         |   |   |
| Tues 11/2  | 6:30 pm | Regular Council Meeting   |   |
| Tues 11/09   | 6:30 pm | Study Session   | Parks Commission Applicant Interviews   |
| Mon 11/15  | 6:30 pm | Study Session   | Planning Commission Applicant Interviews  |
| Tues 11/16   | 6:30 pm | Regular Meeting   |   |
| <b>Dec. 2010</b>   |         |   |   |
| Tues 12/07   | 6:30 pm | Regular Council Meeting   | Parks/Planning Commission Appointments<br>Award: 2011/2012 Humans Services Grants |
| Tues 12/14   | 6:30 pm | Study Session   |   |
| Mon 12/20  | 6:30 pm | Study Session   |   |
| Tues 12/21   | 6:30 pm | Regular Meeting   |   |
| <b>To Be Scheduled</b>   |         | <b>To Be Scheduled</b>  | <b>Parked Items</b>   |
| Code Enforcement Code Amendments<br>Stormwater Master Plan<br>Ordinance: Second Reading Puget<br>Sound Energy Franchise<br>Resolution: Adoption Thompson Basin Study<br>Resolution: Adoption Inglewood Basin Study |         | Code Blocks (second round)<br>Resolution: Final Acceptance SE 20 <sup>th</sup> Street Project<br>Resolution: ELSP Project Acceptance<br>TDR |   |

<< January

## February 2010

March >>

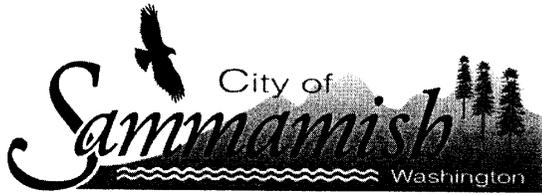
| Sunday    | Monday   | Tuesday  | Wednesday  | Thursday   | Friday    | Saturday  |
|-----------|--|--|--|--|-----------|-----------|
|           | <b>1</b>   | <b>2</b><br>6:30 p.m.<br><b>City Council Meeting</b>       | <b>3</b>   | <b>4</b><br>6:30 p.m.<br><b>Community Development Department Meeting</b> | <b>5</b>  | <b>6</b>  |
| <b>7</b>  | <b>8</b>   | <b>9</b><br>6:30 p.m.<br><b>City Council Joint Meeting</b> | <b>10</b><br>5:30 p.m.<br><b>Parks and Recreation Commission Meeting</b> | <b>11</b>  | <b>12</b> | <b>13</b> |
| <b>14</b> | <b>15</b><br>8 a.m.<br><b>Holiday</b><br><b>City offices closed</b><br>6:30 p.m.<br><b>City Council Study Session</b><br><b>Canceled</b> | <b>16</b><br>6:30 p.m.<br><b>City Council Meeting</b>      | <b>17</b><br>6 p.m.<br><b>Sammamish Youth Board Meeting</b>              | <b>18</b>  | <b>19</b> | <b>20</b> |
| <b>21</b> | <b>22</b><br>6:30 p.m.<br><b>Arts Commission Meeting</b>   | <b>23</b>  | <b>24</b>  | <b>25</b>  | <b>26</b> | <b>27</b> |
| <b>28</b> |  |  |  |  |           |           |

<< February

# March 2010

April >>

| Sunday    | Monday   | Tuesday   | Wednesday   | Thursday   | Friday    | Saturday  |
|-----------|--|---|---|--|-----------|-----------|
|           | <b>1</b>   | <b>2</b><br>6:30 p.m.<br>City Council Meeting       | <b>3</b>  | <b>4</b><br>6 p.m.<br>Planning Commission Meeting  | <b>5</b>  | <b>6</b>  |
| <b>7</b>  | <b>8</b>   | <b>9</b><br>6:30 p.m.<br>City Council Study Session | <b>10</b><br>6:30 p.m.<br>Parks and Recreation Commission Meeting | <b>11</b>  | <b>12</b> | <b>13</b> |
| <b>14</b> | <b>15</b><br>6:30 p.m.<br>Arts Commission Meeting<br>6:30 p.m.<br>City Council Study Session | <b>16</b><br>6:30 p.m.<br>City Council Meeting      | <b>17</b><br>6 p.m.<br>Sammamish Youth Board Meeting              | <b>18</b><br>6 p.m.<br>Planning Commission Meeting | <b>19</b> | <b>20</b> |
| <b>21</b> | <b>22</b>  | <b>23</b>   | <b>24</b>   | <b>25</b>  | <b>26</b> | <b>27</b> |
| <b>28</b> | <b>29</b>  | <b>30</b>   | <b>31</b>   |  |           |           |



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** January 28, 2010  
**RE:** Claims for February 2, 2010

|            |   |    |            |
|------------|---|----|------------|
|            |   | \$ | 48,020.79  |
|            |   |    | 8,984.48   |
|            |   |    | 481,332.46 |
|            |   |    | 17,859.60  |
|            |   |    | 1,110.00   |
|            |   |    | 68,094.34  |
| 48,020.79  | + |    |            |
| 8,984.48   | + |    |            |
| 481,332.46 | + |    |            |
| 17,859.60  | + |    |            |
| 1,110.00   | + |    |            |
| 68,094.34  | + |    |            |
| 625,401.67 | * |    |            |

**TOTAL \$ 625,401.67**

Check # 25689 through #25759

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 1/19/2010 - 3:42 PM



| Check        | Date       | Vendor No | Vendor Name                        | Amount           | Voucher |
|--------------|------------|-----------|------------------------------------|------------------|---------|
| 25689        | 01/20/2010 | ANI       | ANI Administrators NW Inc          | 1,797.66         | 0       |
| 25690        | 01/20/2010 | ICMA401   | ICMA 401                           | 30,296.07        | 0       |
| 25691        | 01/20/2010 | ICMA401x  | ICMA401                            | 4,799.45         | 0       |
| 25692        | 01/20/2010 | WAEMP     | State of Wa Employment Security De | 11,127.61        | 0       |
|              |            |           |                                    | <u>48,020.79</u> |         |
| Check Total: |            |           |                                    | <u>48,020.79</u> |         |

# Accounts Payable

## Computer Check Register



User: mdunham  
 Printed: 01/21/2010 - 3:33PM  
 Bank Account: APPR  
 Batch: 009.01.2010

| Check              | Vendor No | Vendor Name | Date      | Invoice No | Amount   |
|--------------------|-----------|-------------|-----------|------------|----------|
| 25693              | ICMA457   | ICMA457     | 1/21/2010 | 01/20/10   | 8,984.48 |
| Check 25693 Total: |           |             |           |            | 8,984.48 |
| Report Total:      |           |             |           |            | 8,984.48 |

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 1/28/2010 - 10:32 AM



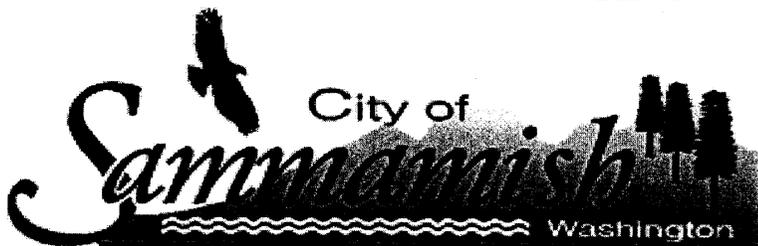
| Check | Date       | Vendor No | Vendor Name                        | Amount     | Voucher |
|-------|------------|-----------|------------------------------------|------------|---------|
| 25694 | 02/02/2010 | ACORN     | Acorn Tree Service                 | 665.00     | 0       |
| 25695 | 02/02/2010 | ATTLONG   | AT&T                               | 76.83      | 0       |
| 25696 | 02/02/2010 | AT&TMOBI  | AT&T Mobility                      | 275.67     | 0       |
| 25697 | 02/02/2010 | BOFA2     | Bank Of America                    | 1,078.32   | 0       |
| 25698 | 02/02/2010 | BRAVO     | Bravo Environmental                | 2,981.14   | 0       |
| 25699 | 02/02/2010 | BURNSTEA  | Steve Burnstead Construction       | 500.00     | 0       |
| 25700 | 02/02/2010 | CASTURF   | Cascade Turf                       | 12,517.73  | 0       |
| 25701 | 02/02/2010 | CECCANTI  | Ceccanti, Inc                      | 215,693.50 | 0       |
| 25702 | 02/02/2010 | CHANEY    | Rebecca Chaney                     | 1,210.00   | 0       |
| 25703 | 02/02/2010 | REDMOND   | City Of Redmond                    | 310.00     | 0       |
| 25704 | 02/02/2010 | COMCAST2  | COMCAST                            | 99.95      | 0       |
| 25705 | 02/02/2010 | HOGAN     | D. A. Hogan & Assoc., Inc          | 1,950.00   | 0       |
| 25706 | 02/02/2010 | YAKIMA    | Yakima County Department of Correc | 7,730.76   | 0       |
| 25707 | 02/02/2010 | EMERALDA  | Emerald Aire, Inc                  | 448.95     | 0       |
| 25708 | 02/02/2010 | EWINGIRR  | Ewing Irrigation                   | 93.95      | 0       |
| 25709 | 02/02/2010 | FELLINGE  | Lee Felling                        | 31.35      | 0       |
| 25710 | 02/02/2010 | FREEMAN   | Steve Freeman                      | 420.00     | 0       |
| 25711 | 02/02/2010 | G&M       | G & M Traffic Solutions            | 517.50     | 0       |
| 25712 | 02/02/2010 | HDFOWL    | H. D. Fowler Company               | 70.46      | 0       |
| 25713 | 02/02/2010 | HOWARD    | Lyman Howard                       | 117.70     | 0       |
| 25714 | 02/02/2010 | ISSAQI    | Issaquah Press, Inc.               | 60.00      | 0       |
| 25715 | 02/02/2010 | ISSTROPH  | Issaquah Trophy & Awards           | 153.30     | 0       |
| 25716 | 02/02/2010 | JACKS     | Jack's Repair                      | 555.77     | 0       |
| 25717 | 02/02/2010 | KINGDD    | King County DDES                   | 910.00     | 0       |
| 25718 | 02/02/2010 | MATTHEWS  | Bruce N. Matthews                  | 681.70     | 0       |
| 25719 | 02/02/2010 | MATTHIAS  | Michael Matthias                   | 35.00      | 0       |
| 25720 | 02/02/2010 | MINUTE    | Minuteman Press                    | 923.71     | 0       |
| 25721 | 02/02/2010 | MORUP     | Morup Signs Inc                    | 3,394.50   | 0       |
| 25722 | 02/02/2010 | NWLSVC    | NW Landscape Service               | 5,289.95   | 0       |
| 25723 | 02/02/2010 | NWWeath   | NW Weathernet                      | 275.00     | 0       |
| 25724 | 02/02/2010 | PETTI     | P. F. Pettibone & Company          | 180.95     | 0       |
| 25725 | 02/02/2010 | PERRY     | Steven Perry                       | 641.70     | 0       |
| 25726 | 02/02/2010 | PERTEET   | Perteet, Inc.                      | 88,203.18  | 0       |
| 25727 | 02/02/2010 | PLATEAU   | Plateau Motors                     | 38.19      | 0       |
| 25728 | 02/02/2010 | PLATT     | Platt Electric                     | 852.27     | 0       |
| 25729 | 02/02/2010 | PSE       | Puget Sound Energy                 | 3,729.67   | 0       |
| 25730 | 02/02/2010 | PSFOA     | Puget Sound Finance Officers       | 100.00     | 0       |
| 25731 | 02/02/2010 | QWEST     | QWEST                              | 590.83     | 0       |
| 25732 | 02/02/2010 | RAINIER   | Rainier Wood Recyclers Inc         | 153.00     | 0       |
| 25733 | 02/02/2010 | RENTME    | Rent Me Storage, LLC               | 284.70     | 0       |
| 25734 | 02/02/2010 | ROTARSAM  | Rotary Club of Sammamish           | 26.00      | 0       |
| 25735 | 02/02/2010 | SAM       | Sammamish Plateau Water Sewer      | 411.61     | 0       |
| 25736 | 02/02/2010 | SEATIM    | Seattle Times                      | 391.00     | 0       |
| 25737 | 02/02/2010 | SERVICE   | Service Paper Co                   | 833.36     | 0       |
| 25738 | 02/02/2010 | SPRAGUE   | SPRAGUE                            | 91.98      | 0       |
| 25739 | 02/02/2010 | SPRINT    | Sprint                             | 50.00      | 0       |
| 25740 | 02/02/2010 | WAGEN     | State of WA Dept of Gen Admin      | 4,000.00   | 0       |
| 25741 | 02/02/2010 | TELERIK   | Telerik, Inc                       | 1,169.10   | 0       |
| 25742 | 02/02/2010 | TROSSACH  | The Trossachs Group                | 62,549.52  | 0       |
| 25743 | 02/02/2010 | US BANK   | U. S. Bank Corp Payment System     | 17,041.38  | 0       |

| Check        | Date       | Vendor No | Vendor Name                        | Amount     | Voucher |
|--------------|------------|-----------|------------------------------------|------------|---------|
| 25744        | 02/02/2010 | UNITRENT  | United Rentals NW, Inc             | 2,939.19   | 0       |
| 25745        | 02/02/2010 | WAPRO     | Wa Assoc Public Records Officers   | 150.00     | 0       |
| 25746        | 02/02/2010 | WCMA      | Wa City/County Mgmt Assoc          | 656.00     | 0       |
| 25747        | 02/02/2010 | WFOA      | Wa Finance Officers Assoc          | 100.00     | 0       |
| 25748        | 02/02/2010 | WATREAS   | Wa State Treasurer                 | 450.00     | 0       |
| 25749        | 02/02/2010 | WALLST    | Wall Street Journal                | 441.48     | 0       |
| 25750        | 02/02/2010 | WAWORK    | Washington Workwear Stores Inc     | 559.89     | 0       |
| 25751        | 02/02/2010 | KINGWAT   | King County Finance Water & Land I | 35,166.48  | 0       |
| 25752        | 02/02/2010 | ZUMAR     | Zumar Industries, Inc.             | 463.24     | 0       |
| Check Total: |            |           |                                    | 481,332.46 |         |

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 1/28/2010 - 10:49 AM



| Check        | Date       | Vendor No | Vendor Name                        | Amount    | Voucher |
|--------------|------------|-----------|------------------------------------|-----------|---------|
| 25753        | 02/02/2010 | KINGWAT   | King County Finance Water & Land I | 12,819.73 | 0       |
| 25754        | 02/02/2010 | SAM       | Sammamish Plateau Water Sewer      | 5,039.87  | 0       |
| Check Total: |            |           |                                    | 17,859.60 |         |

Accounts Payable  
Computer Check Register



User: mdunham  
 Printed: 01/28/2010 - 10:55AM  
 Bank Account: APPR  
 Batch: 012.01.2010

| Check | Vendor No | Vendor Name                | Date     | Invoice No | Amount   |
|-------|-----------|----------------------------|----------|------------|----------|
| 25755 | SAM       | Sammamish Plateau Water Se | 2/2/2010 |            | 1,110.00 |
|       |           | Check 25755 Total:         |          |            | 1,110.00 |
|       |           | Report Total:              |          |            | 1,110.00 |

Accounts Payable  
Computer Check Register



User: mdunham  
 Printed: 01/28/2010 - 12:18PM  
 Bank Account: APPR  
 Batch: 013.01.2010

| Check              | Vendor No | Vendor Name                | Date     | Invoice No | Amount    |
|--------------------|-----------|----------------------------|----------|------------|-----------|
| 25756              | EASTPLUM  | Eastside Plumbing Services | 2/2/2010 | 13445      | 1,485.72  |
| Check 25756 Total: |           |                            |          |            | 1,485.72  |
| 25757              | KINGFI    | King County Finance A/R    | 2/2/2010 | 1554972    | 11,278.75 |
| Check 25757 Total: |           |                            |          |            | 11,278.75 |
| 25758              | NWMANAGE  | NW Management Systems      | 2/2/2010 | 4          | 8,925.00  |
|                    |           |                            |          | 3          | 45,745.00 |
| Check 25758 Total: |           |                            |          |            | 54,670.00 |
| 25759              | SERVICE   | Service Paper Co           | 2/2/2010 | 11238074   | 659.87    |
| Check 25759 Total: |           |                            |          |            | 659.87    |
| Report Total:      |           |                            |          |            | 68,094.34 |



## CITY COUNCIL AGENDA BILL

**Subject:**

2nd Reading of an ordinance to create an Equipment Rental Fund for maintenance and replacement of City vehicles and mobile equipment; to designate the official that is to administer the Fund; and the terms and charges for the rental of the Fund's property.

**Meeting Date:** February 2, 2010

**Date Submitted:** January 6, 2010

**Originating Department:** Finance

**Clearances:**

**Action Required:**

Motion to Approve Ordinance.

**City Manager**                       **Police**

**Public Works**                                       **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

Ordinance.

**Budgeted Amount:** N/A

**Summary Statement:** The City is required by RCW 35.21.088 to create, by ordinance, an Equipment Rental Fund for maintenance and replacement of its street department equipment. The City may also include equipment of other departments in the Equipment Rental Fund. The RCW also requires the creating fund ordinance to designate the official that is to administer the fund and the terms and charges for the rental of fund equipment. The attached ordinance meets the requirements of RCW 35.21.088.

**Background:** It has recently come to the City's attention that the Equipment Rental Fund is required by RCW to be created by a specific creating ordinance. Although an Equipment Rental Fund has been included in the City's budget ordinances since 2000 and money has been transferred to the fund through the budget process for the purpose of replacing and maintaining city equipment, the required ordinance to create the fund has not yet been adopted.

**Recommended Motion:** Motion to approve the ordinance as part of the Consent Agenda.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. 02010-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, CREATING AN EQUIPMENT  
RENTAL FUND IN ACCORDANCE WITH RCW  
35.21.088.**

**WHEREAS**, pursuant to state law, RCW 35.21.088, every city having a population of more than eight thousand shall establish an equipment rental fund in its street department or any other department of city government; and

**WHEREAS**, such fund shall acquire the equipment necessary to serve the needs of the City street department and may, in addition, be created to serve any other departments of city government; and

**WHEREAS**, the City Council wishes to designate the officials who will administer the fund and the terms and charges for rental of the fund’s property; and

**WHEREAS**, the City has been funding, since 2000, an equipment rental fund through the budget process for the street department and other departments of the City; and

**WHEREAS**, the City intends to begin maintaining and replacing its fleet of vehicles and equipment from the equipment rental fund commencing in 2010;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. Fund Created

There is hereby created an internal service fund to be known and designated as the “Equipment Rental Fund” (together with such numerical designation as shall be assigned said fund by the chief financial officer of the City for accounting and budgetary purposes) in accordance with the provisions of RCW 35.21.088.

Section 2. Purpose of the Fund

The purpose of the equipment rental fund shall be for the control, operation and maintenance of municipal equipment and the rental of such equipment to the various departments of the City at rates sufficient to meet the costs of operation and to provide funds for the acquisition and replacement of equipment.

### Section 3. Fund Administration

The equipment rental fund shall be administered by the Finance and Public Works Directors, subject to the general administrative authority of the City Manager.

### Section 4. Sources of Revenue

The equipment rental fund shall derive its moneys in any of the following ways:

- (1) By direct appropriation in the annual or biennial budget from tax levies or other sources of anticipated revenue;
- (2) By appropriation or budgetary transfer made by ordinance from other funds of the City;
- (3) From proceeds received from the rental of any of the equipment owned by the fund to other departments, offices or funds of the City: this shall include transfers from other funds or direct payment of amounts received for the use of such equipment on reimbursable projects done by the City;
- (4) From the sale of any of the equipment owned by the fund.

### Section 5. Operation

The accounts of the equipment rental fund shall be set up and maintained in such a manner as to separately show the rental and other sources of revenues from the various departments and funds of the City and shall make an allocation of such revenues between those required for operational costs and those set aside for the acquisition and replacement of equipment.

### Section 6. Expenses

Revenues received in the equipment rental fund shall be expensed for salaries, wages and operations required for the repair, replacement, purchase and operation of equipment, and for the purchase of equipment, materials and supplies to be used in the administration and operation of the fund.

### Section 7. Rental Rates

The administrator of the fund shall establish a schedule of reasonable rental rates and other charges sufficient to cover the maintenance, operation, and replacement of the equipment. The rates shall, at a minimum, take into consideration the costs and expenses of the following: operating supplies; maintenance expenses; insurance, depreciation, and other direct cost items; operational costs of the fund (overhead); a contingency for the purpose of adding equipment and replacement of old equipment, including shop and administrative equipment; and such other items as may be reasonable or necessary in the proper operation of the fund. The schedule shall be submitted to the City Council for its approval and adoption and shall be reviewed and updated as necessary to reflect changes in operating, maintenance and depreciation costs.

Section 8. Transfers of Equipment

There shall be transferred to the equipment rental fund those items of equipment from the various funds, departments and offices of the City as shown on the "Schedule of Equipment Transferred" as well as any similar types of equipment purchased by other funds in the future, without charge or credit given to the purchasing fund.

Section 9. Dissolution of the Fund.

Should the equipment rental fund herein established be dissolved for any reason, a final disposition of the assets on hand shall be made among the various departments, offices and funds of the City participating in and utilizing the fund, in direct proportion to the amount of such participation and use, taking into consideration the transfer of equipment specially designed for the use of a certain department, office or fund.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THIS \_\_ DAY OF FEBRUARY 2010.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

Attest:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

|                             |                  |
|-----------------------------|------------------|
| Filed with the City Clerk:  | January 6, 2010  |
| First Reading:              | January 19, 2010 |
| Passed by the City Council: |                  |
| Date of Publication:        |                  |
| Effective Date:             |                  |



## CITY COUNCIL AGENDA BILL

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**Subject:**  
Sammamish Commons Park - Phase IIB Access and  
Parking - Final Project Acceptance

**Meeting Date:** February 2, 2010

**Date Submitted:** January 25, 2010

**Originating Department:** Parks and Recreation

**Clearances:**

**Action Required:**  
Approve Resolution accepting construction of the  
Sammamish Commons Park - Phase IIB Access and  
Parking by CDK Construction Services as complete.

|   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>              |
| <input type="checkbox"/> <b>Public Works</b>            | <input type="checkbox"/> <b>Fire</b>                |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input checked="" type="checkbox"/> <b>Attorney</b> |

**Exhibits:**  
1. Resolution of project acceptance

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**Budgeted Amount:** \$1,050,000 is allocated in the 2009-10 budget for Phase II Improvements at Sammamish Commons Park.

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**Summary Statement:**

CDK Construction Services, Inc. was selected to construct a new access and parking drive in the Lower Sammamish Commons. The contract included demolition, grading, construction of an asphalt access drive with a 39-space parking lot off of 222nd Ave SE, storm drainage facilities, landscaping and irrigation.

There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

**Background:**

The contract for the Sammamish Commons Park - Phase IIB Access and Parking was awarded by City Council on June 17, 2009 to CDK Construction Services, Inc. in the amount of \$727,974.32. The project has been successfully completed and City staff are ready to closeout the project.

**Financial Impact:**

None.

**Recommended Motion:**

Approve resolution for acceptance of the construction of the Sammamish Commons Park - Phase IIB Access and Parking by CDK Construction Services, Inc.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2010-\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE SAMMAMISH  
COMMONS PARK - PHASE IIB LOWER SAMMAMISH  
COMMONS ACCESS AND PARKING PROJECT AS  
COMPLETE.**

WHEREAS, at the Regular Council meeting of June 16, 2009, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Sammamish Commons Phase IIB Access and Parking project; and

WHEREAS, the City Manager executed contract C2009-155 with CDK Construction Services, Inc.; and

WHEREAS, the project was substantially completed by the contractor on November 12, 2009;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH,  
WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Acceptance of the Sammamish Commons Phase IIB Access and Parking Project as Complete. The City of Sammamish hereby accepts the Sammamish Commons Phase IIB Access and Parking project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 2ND DAY OF FEBRUARY 2010.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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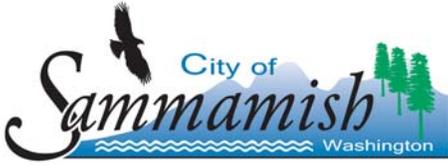
Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:     January 27, 2010  
Passed by the City Council:  
Resolution No.:                 R2010-\_\_\_\_\_



## CITY COUNCIL AGENDA BILL

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**Subject:**  
2010 Recycling Grant Agreements

**Meeting Date:** February 2, 2010

**Date Submitted:** January 27, 2010

**Originating Department:** Admin Services

**Clearances:**

**Action Required:**  
Approval of 2010 Recycling Grant Agreements

|   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>   |
| <input type="checkbox"/> <b>Public Works</b>            | <input type="checkbox"/> <b>Fire</b>     |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input type="checkbox"/> <b>Attorney</b> |

**Exhibits:**

1. The King County Waste Reduction and Recycling Grant Program
2. The King County Health Department Local Hazardous Waste Management Plan Grant
3. The Washington State Department of Ecology Coordinated Prevention Grant

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**Budgeted Amount:** \$60,000

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**Summary Statement:**

The City's grant funded Recycling Program is managed through an Agreement with Olympic Environmental Services. The program includes three Residential Recycling Collection Events, one Business Collection Event, and our Rain Barrel/Compost Bin Distribution Program.

**Background:**

Our Recycling Program has been in operation for a number of years and is extremely popular with our citizens.

**Financial Impact:**

The City has received the following grants to fund our Recycling Program. No City funds will be expended on these projects.

- ❖ The King County Waste Reduction and Recycling Grant Program. Grant total \$47,867
- ❖ The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$14,112.16
- ❖ The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$25,880.

TOTAL: \$87,859.16

**Recommended Motion:**

“Move to Approve the 2010 Recycling Grant Agreements.”

**INTERLOCAL AGREEMENT FOR 2010-2011**

**Between**

**KING COUNTY and the CITY OF SAMMAMISH**

This two-year Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Ordinance No. 16717

City \_\_\_\_\_

**PREAMBLE**

King County and the City of Sammamish adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and direction. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Sammamish 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 2010 shall not exceed \$47,867. The City understands that even though this agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. This agreement provides for distribution of 2010 and 2011 grant funds to the City. However, 2011 funds are not available until January 1, 2011, and 2011 funding is contingent upon King County Council approval of the 2011 King County budget.
3. During the two year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a city official. These reports will include:
  - a) a description of each activity accomplished pertaining to the scope of work; and
  - b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2012.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on January 31, 2011 and March 31, 2012.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2011 and January 2012, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

3. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2012.

Exhibit 1

4. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
6. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.  
  
These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
10. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2012.

## Exhibit 1

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
16. This project shall be administered by the City's Recycling Coordinator at: 801 228th AVE SE; Sammamish, WA 98075; TEL - 425-295-0515; FAX - 425-295-0600; Email - [sninteman@ci.sammamish.wa.us](mailto:sninteman@ci.sammamish.wa.us), or designee.

### B. The County:

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

## Exhibit 1

The City of Sammamish's budgeted grant funds for 2010 are \$47,867. This includes \$22,190 for providing Recycling Collection Events to residents of unincorporated King County that are included in the carrier routes as provided to the City by the County and as listed in Exhibit A. Unspent 2010 funds may be carried over to 2011, but 2011 funds will not carry over to 2012.

The City of Sammamish's estimated grant funds for 2011 are \$47,867. 2011 funds are not available until January 1, 2011, and 2011 funding is contingent upon King County Council approval of the 2011 King County budget. Following approval of the 2011 King County budget, the County's grant program administrator will notify the city of the final 2011 grant funding.

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

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2010 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2010 and shall terminate on June 30, 2012. The City shall not incur any new charges after December 31, 2011. However, if execution by either party does not occur until after January 1, 2010, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2010 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

#### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

#### **V. AMENDMENTS**

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope

#### **VI. HOLD HARMLESS AND INDEMNIFICATION**

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,  
King County Solid Waste Division  
Department of Natural Resources and Parks  
201 South Jackson Street, Suite 701  
Seattle, WA 98104-3855

If to the City:

Sara Ninteman  
Administrative Assistant  
City of Sammamish  
801 228th AVE SE  
Sammamish, WA 98075

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

**City**

**King County**

Accepted for King County Executive

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_  
Theresa Jennings, Director  
Department of Natural Resources and Parks

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to \_\_\_\_\_

Pursuant to Ordinance No. 16717

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**A. Basic Information**

1. City of Sammamish

2. Grant project manager: Sara Ninteman  
Administrative Assistant  
City of Sammamish  
801 228th AVE SE  
Sammamish, WA 98075  
TEL - 425-295-0515  
FAX - 425-295-0600  
Email - sninteman@ci.sammamish.wa.us

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

4. Budget: 2010  
\$47,867.00 (This includes the City's base allocation of \$25,677 plus \$22,190 for serving unincorporated King County residents at Sammamish Recycling Collection Events in 2010).

2011  
\$47,868.00 (This includes the City's base allocation of \$25,678 plus \$22,190 for serving unincorporated King County residents at Sammamish Recycling Collection Events in 2011).

2010/11 total: \$95,735.00

**B. Scope of Work**

**1. Task One: Recycling Collection Events**

A. Schedule - Spring and Fall, 2010/11

B. Task Activities

- Total Number of Recycling Collection Event – Six  
Note: The City will break the City into two service areas and have one spring event

and two fall events in 2010 and 2011.

- Materials to be collected:
  - Appliances\*\*
  - Refrigerators and Freezers\*\*+
  - Ferrous Metals\*\*
  - Non-ferrous Metals\*\*
  - Tires+
  - Lead Acid Batteries
  - Household Batteries
  - Porcelain Toilets and Sinks+
  - Propane Tanks+
  - Cardboard
  - Reusable Household Goods
  - Textiles
  - Used Motor Oil
  - Used Motor Oil Filters
  - Used Antifreeze
  - Used Petroleum Based Products
  - Bulky Yard Debris\*
  - Clean Scrap Wood\*
  - Electronic Equipment
  - Cellular Phones
  - Computer Monitors\*
  - TV Sets\*
  - \*Collected in the spring
  - \*\* Collected in the fall
  - +User fees apply \* City may not collect and refer residents to E-Cycle sites
- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.
- Event promotional methods
  - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division, Sammamish, and surrounding King County households.
  - The City will break the City population into two service areas for mailing of the event flyer in the fall of each year.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

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

D) Task Budget: \$62,000.00

| Estimated Costs                    | 2010/11            | 2010               | 2010               | 2010               | 2011               | TOTAL              |
|------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                    | WRR                | LHWMP              | CPG                | WRR                | WRR                |                    |
| City Staff Costs                   | \$2,400.00         | \$600.00           | \$0.00             | \$1,200.00         | \$1,200.00         | \$3,000.00         |
| Management/Staffing/Admin/Graphics | \$13,400.00        | \$6,212.16         | \$2,255.00         | \$6,700.00         | \$6,700.00         | \$21,867.16        |
| Event Staff Costs                  | \$6,600.00         | \$0.00             | \$5,500.00         | \$3,300.00         | \$3,300.00         | \$12,100.00        |
| Collection/Hauling Costs           |                    |                    |                    |                    |                    |                    |
| Wood Waste                         | \$3,200.00         | \$0.00             | \$750.00           | \$1,600.00         | \$1,600.00         | \$3,950.00         |
| Scrap Metal, Appliances, etc.      | \$11,000.00        | \$0.00             | \$2,000.00         | \$5,500.00         | \$5,500.00         | \$13,000.00        |
| Tires                              | \$1,800.00         | \$0.00             | \$250.00           | \$900.00           | \$900.00           | \$2,050.00         |
| Used Oil/Antifreeze                | \$0.00             | \$3,500.00         | \$0.00             | \$0.00             | \$0.00             | \$3,500.00         |
| Batteries                          | \$0.00             | \$2,200.00         | \$0.00             | \$0.00             | \$0.00             | \$2,200.00         |
| Printing/Mailing                   | \$12,000.00        | \$1,000.00         | \$8,000.00         | \$6,000.00         | \$6,000.00         | \$21,000.00        |
| Event Supplies                     | \$4,000.00         | \$200.00           | \$2,000.00         | \$2,000.00         | \$2,000.00         | \$6,200.00         |
| Other Expenses - rentals, etc      | \$7,600.00         | \$400.00           | \$2,500.00         | \$3,800.00         | \$3,800.00         | \$10,500.00        |
| <b>TOTALS</b>                      | <b>\$62,000.00</b> | <b>\$14,112.16</b> | <b>\$23,255.00</b> | <b>\$31,000.00</b> | <b>\$31,000.00</b> | <b>\$99,367.16</b> |

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

E) Task Performance Objectives:

The City plans to send out approximately 13,000 promotional flyers to Sammamish and 12,400 King County households and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 190-220 tons of material from the local waste stream each year. Sammamish will send promotional flyers to King County households included in the following carrier routes:

| Zip Code | Routes   |
|----------|--|
| 98024    | R001, R004   |
| 98029    | R017, R023, R027, R029, R030, R033, R033, R041                               |
| 98053    | C002, C011, C019, C054, C055, C056, C060, C061, C064, C065, C066, C076, H099 |

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 may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Sammamish can reduce the amount of recyclable material finding their way to the local landfill. The City of Sammamish has a population of roughly 40,700. The City expects, based on past events, that 3,000–3,500 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 190-220 tons of material diverted from the local waste stream for recycling each 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: Business Recycling Events

A) Task Schedule: Summer, 2010/11

B) Task Activities:

- Total Number of Business Recycling Events – Two
- Task Description - The City will implement two Business Recycling Events. The events will be held on a summer weekday at a central location in Sammamish.
- Materials to be collected:
  - Clean Scrap Wood/Pallets
  - Electronic/Computer Equipment
  - Computer Monitors++
  - TV Sets++
  - Refrigerators and Freezers+
  - Office Recyclables/Cardboard
  - Toner Cartridges
  - Cellular phones
  - Plastics
  - Other materials if feasible
- +User fees apply ++City may not collect and refer businesses to E-Cycle sites
- 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
  - By distributing a promotional flyer through direct mailings.
  - By notices in City/community newsletters/and local newspapers (whenever possible).

- By posting a notice at City Hall, on the City cable channel, and web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.
- Task evaluation. Event reports will include:
    - Number of vehicles attending
    - Volume of each material collected
    - Event cost by budget category
    - Event comments
    - Graphic or tabular comparison of 2010/11 volumes and vehicles with prior year's events

C) Task Budget: \$7,750.00

| ESTIMATED COSTS                         | 2010 Cost         | 2011 Cost         | 2010/11 Total     |
|---|-------------------|-------------------|-------------------|
| Administration and Supplies             | \$200.00          | \$200.00          | \$400.00          |
| Consultant and Contractor Services      | \$3,275.00        | \$3,275.00        | \$6,550.00        |
| Flyer - Printing and Distribution Costs | \$400.00          | \$400.00          | \$800.00          |
| <b>Total</b>                            | <b>\$3,875.00</b> | <b>\$3,875.00</b> | <b>\$7,750.00</b> |

The business events will be funded with use of King County WR/R grant funds and State Department of Ecology funds. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 300 promotional flyers to Sammamish businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 5-8 tons of material from the Sammamish businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Sammamish can reduce the amount of recyclable material finding their way to the local landfill. The City of Sammamish has an employee population of roughly 5,000. The City expects that 80–100 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 5-8 tons of material diverted from the local waste stream for recycling.

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

### 3. Task Three: Purchase Products Made From Recycled Materials

A) Task Schedule: Spring, 2010/11

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by distributing recycle content rain barrels and compost bins to City residents. The rain barrels and compost bins weight approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of rain barrels and compost bins distributed will be based on the size and quality of the barrel/bin selected. The City will work to promote the rain barrel and compost bin distribution to City residents and may distribute these items at City Recycling Collection Events or through a “virtual sale” via the City web site for home delivery.

C) Task Budget: \$25,985.00

| <b>Recycled Product Purchase</b> | <b>2010 Cost</b>   | <b>2011 Cost</b>   | <b>Total Cost</b>  |
|----------------------------------|--------------------|--------------------|--------------------|
| <b>Distribute Rain Barrels</b>   | <b>\$12,992.50</b> | <b>\$12,992.50</b> | <b>\$25,985.00</b> |
| <b>TOTAL</b>                     | <b>\$12,992.50</b> | <b>\$12,992.50</b> | <b>\$25,985.00</b> |

Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By distributing recycle content rain barrels and compost bins, the City will divert recyclable materials from the waste stream. The City will distribute recycled content rain barrels and compost bins to City residents, which will help promote recycled products. The City will work to promote the rain pails and compost bins to City residents for installation and use at resident households.

### Grant Guidelines

**Program Eligibility:**

Grant funds may be used for any of the programs previously funded by the City Optional and Waste Reduction Recycling Programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and recycling collection events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below.

**Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities should also refer to the 2001 Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (296-8443).**

**Eligible for funding:**

- School WR/R education/implementation programs
- Compost bin sales/giveaways
- Cooperative grasscycling programs
- Grants for turning yard waste and tree trimmings into mulch
- Promotion and education of new solid waste and recycling services
- Business recognition programs
- Recycling Collection Events, including collection of tires
- Business, WR/R, residential education/communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities

**Eligible for funding on a case by case basis, as long as program is part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.**

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

**The following are not eligible for funding:**

Collection of garbage, except for residual garbage related to the collection of recyclables.

Collection of any household hazardous waste items including, but not limited to:

**(Cities should pursue funding through LHWMP or CPG)**

- Treated wood
- Paint
- Lead acid batteries
- Oil, gasoline, and antifreeze
- Florescent lights
- Household Hazardous Waste education programs

**Grant Administration:**

*Requests for Reimbursement:*

Cities may submit as few as two requests for reimbursement during the funding cycle, with the first request due by January 31, 2011 and the final request due no later than March 15, 2012. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, Oct. 31 and Jan 31 of each year, except for the final request for reimbursement, which is due no later than March 15, 2012. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

**By December 31<sup>st</sup> of each year of the grant cycle, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.**

*Progress and Final Reports:*

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2012. (Note: The final request for reimbursement would still need to be submitted by March 15, 2012.) All Progress and Final Reports need to be signed by a city official. Signed reports may be submitted via facsimile.

*Amendments:*

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to 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 the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

**INTERLOCAL AGREEMENT FOR 2010-2011**

**Between**

**KING COUNTY and the CITY OF SAMMAMISH**

This two-year Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Ordinance No. 16717

City \_\_\_\_\_

**PREAMBLE**

King County and the City of Sammamish adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and direction. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Sammamish 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 2010 shall not exceed \$47,867. The City understands that even though this agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. This agreement provides for distribution of 2010 and 2011 grant funds to the City. However, 2011 funds are not available until January 1, 2011, and 2011 funding is contingent upon King County Council approval of the 2011 King County budget.
3. During the two year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a city official. These reports will include:
  - a) a description of each activity accomplished pertaining to the scope of work; and
  - b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2012.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on January 31, 2011 and March 31, 2012.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2011 and January 2012, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

3. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2012.

Exhibit 1

4. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
6. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.  
  
These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
10. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2012.

## Exhibit 1

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
16. This project shall be administered by the City's Recycling Coordinator at: 801 228th AVE SE; Sammamish, WA 98075; TEL - 425-295-0515; FAX - 425-295-0600; Email - [sninteman@ci.sammamish.wa.us](mailto:sninteman@ci.sammamish.wa.us), or designee.

### B. The County:

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

## Exhibit 1

The City of Sammamish's budgeted grant funds for 2010 are \$47,867. This includes \$22,190 for providing Recycling Collection Events to residents of unincorporated King County that are included in the carrier routes as provided to the City by the County and as listed in Exhibit A. Unspent 2010 funds may be carried over to 2011, but 2011 funds will not carry over to 2012.

The City of Sammamish's estimated grant funds for 2011 are \$47,867. 2011 funds are not available until January 1, 2011, and 2011 funding is contingent upon King County Council approval of the 2011 King County budget. Following approval of the 2011 King County budget, the County's grant program administrator will notify the city of the final 2011 grant funding.

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

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2010 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2010 and shall terminate on June 30, 2012. The City shall not incur any new charges after December 31, 2011. However, if execution by either party does not occur until after January 1, 2010, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2010 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

#### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

#### **V. AMENDMENTS**

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope

#### **VI. HOLD HARMLESS AND INDEMNIFICATION**

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,  
King County Solid Waste Division  
Department of Natural Resources and Parks  
201 South Jackson Street, Suite 701  
Seattle, WA 98104-3855

If to the City:

Sara Ninteman  
Administrative Assistant  
City of Sammamish  
801 228th AVE SE  
Sammamish, WA 98075

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

**City**

**King County**

Accepted for King County Executive

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_  
Theresa Jennings, Director  
Department of Natural Resources and Parks

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to \_\_\_\_\_

Pursuant to Ordinance No. 16717

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**A. Basic Information**

1. City of Sammamish

2. Grant project manager: Sara Ninteman  
Administrative Assistant  
City of Sammamish  
801 228th AVE SE  
Sammamish, WA 98075  
TEL - 425-295-0515  
FAX - 425-295-0600  
Email - sninteman@ci.sammamish.wa.us

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

4. Budget: 2010  
\$47,867.00 (This includes the City's base allocation of \$25,677 plus \$22,190 for serving unincorporated King County residents at Sammamish Recycling Collection Events in 2010).

2011  
\$47,868.00 (This includes the City's base allocation of \$25,678 plus \$22,190 for serving unincorporated King County residents at Sammamish Recycling Collection Events in 2011).

2010/11 total: \$95,735.00

**B. Scope of Work**

**1. Task One: Recycling Collection Events**

A. Schedule - Spring and Fall, 2010/11

B. Task Activities

- Total Number of Recycling Collection Event – Six  
Note: The City will break the City into two service areas and have one spring event

and two fall events in 2010 and 2011.

- Materials to be collected:
  - Appliances\*\*
  - Refrigerators and Freezers\*\*+
  - Ferrous Metals\*\*
  - Non-ferrous Metals\*\*
  - Tires+
  - Lead Acid Batteries
  - Household Batteries
  - Porcelain Toilets and Sinks+
  - Propane Tanks+
  - Cardboard
  - Reusable Household Goods
  - Textiles
  - Used Motor Oil
  - Used Motor Oil Filters
  - Used Antifreeze
  - Used Petroleum Based Products
  - Bulky Yard Debris\*
  - Clean Scrap Wood\*
  - Electronic Equipment
  - Cellular Phones
  - Computer Monitors\*
  - TV Sets\*
  - \*Collected in the spring
  - \*\* Collected in the fall
  - +User fees apply \* City may not collect and refer residents to E-Cycle sites
- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.
- Event promotional methods
  - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division, Sammamish, and surrounding King County households.
  - The City will break the City population into two service areas for mailing of the event flyer in the fall of each year.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

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

D) Task Budget: \$62,000.00

| Estimated Costs                    | 2010/11            | 2010               | 2010               | 2010               | 2011               | TOTAL              |
|------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                    | WRR                | LHWMP              | CPG                | WRR                | WRR                |                    |
| City Staff Costs                   | \$2,400.00         | \$600.00           | \$0.00             | \$1,200.00         | \$1,200.00         | \$3,000.00         |
| Management/Staffing/Admin/Graphics | \$13,400.00        | \$6,212.16         | \$2,255.00         | \$6,700.00         | \$6,700.00         | \$21,867.16        |
| Event Staff Costs                  | \$6,600.00         | \$0.00             | \$5,500.00         | \$3,300.00         | \$3,300.00         | \$12,100.00        |
| Collection/Hauling Costs           |                    |                    |                    |                    |                    |                    |
| Wood Waste                         | \$3,200.00         | \$0.00             | \$750.00           | \$1,600.00         | \$1,600.00         | \$3,950.00         |
| Scrap Metal, Appliances, etc.      | \$11,000.00        | \$0.00             | \$2,000.00         | \$5,500.00         | \$5,500.00         | \$13,000.00        |
| Tires                              | \$1,800.00         | \$0.00             | \$250.00           | \$900.00           | \$900.00           | \$2,050.00         |
| Used Oil/Antifreeze                | \$0.00             | \$3,500.00         | \$0.00             | \$0.00             | \$0.00             | \$3,500.00         |
| Batteries                          | \$0.00             | \$2,200.00         | \$0.00             | \$0.00             | \$0.00             | \$2,200.00         |
| Printing/Mailing                   | \$12,000.00        | \$1,000.00         | \$8,000.00         | \$6,000.00         | \$6,000.00         | \$21,000.00        |
| Event Supplies                     | \$4,000.00         | \$200.00           | \$2,000.00         | \$2,000.00         | \$2,000.00         | \$6,200.00         |
| Other Expenses - rentals, etc      | \$7,600.00         | \$400.00           | \$2,500.00         | \$3,800.00         | \$3,800.00         | \$10,500.00        |
| <b>TOTALS</b>                      | <b>\$62,000.00</b> | <b>\$14,112.16</b> | <b>\$23,255.00</b> | <b>\$31,000.00</b> | <b>\$31,000.00</b> | <b>\$99,367.16</b> |

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

E) Task Performance Objectives:

The City plans to send out approximately 13,000 promotional flyers to Sammamish and 12,400 King County households and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 190-220 tons of material from the local waste stream each year. Sammamish will send promotional flyers to King County households included in the following carrier routes:

| Zip Code | Routes   |
|----------|--|
| 98024    | R001, R004   |
| 98029    | R017, R023, R027, R029, R030, R033, R033, R041                               |
| 98053    | C002, C011, C019, C054, C055, C056, C060, C061, C064, C065, C066, C076, H099 |

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 may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Sammamish can reduce the amount of recyclable material finding their way to the local landfill. The City of Sammamish has a population of roughly 40,700. The City expects, based on past events, that 3,000–3,500 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 190-220 tons of material diverted from the local waste stream for recycling each 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: Business Recycling Events

A) Task Schedule: Summer, 2010/11

B) Task Activities:

- Total Number of Business Recycling Events – Two
  - Task Description - The City will implement two Business Recycling Events. The events will be held on a summer weekday at a central location in Sammamish.
  - Materials to be collected:
    - Clean Scrap Wood/Pallets
    - Electronic/Computer Equipment
    - Computer Monitors++
    - TV Sets++
    - Refrigerators and Freezers+
    - Office Recyclables/Cardboard
    - Toner Cartridges
    - Cellular phones
    - Plastics
    - Other materials if feasible
- +User fees apply ++City may not collect and refer businesses to E-Cycle sites
- 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
    - By distributing a promotional flyer through direct mailings.
    - By notices in City/community newsletters/and local newspapers (whenever possible).

- By posting a notice at City Hall, on the City cable channel, and web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.
- Task evaluation. Event reports will include:
    - Number of vehicles attending
    - Volume of each material collected
    - Event cost by budget category
    - Event comments
    - Graphic or tabular comparison of 2010/11 volumes and vehicles with prior year's events

C) Task Budget: \$7,750.00

| ESTIMATED COSTS                         | 2010 Cost         | 2011 Cost         | 2010/11 Total     |
|---|-------------------|-------------------|-------------------|
| Administration and Supplies             | \$200.00          | \$200.00          | \$400.00          |
| Consultant and Contractor Services      | \$3,275.00        | \$3,275.00        | \$6,550.00        |
| Flyer - Printing and Distribution Costs | \$400.00          | \$400.00          | \$800.00          |
| <b>Total</b>                            | <b>\$3,875.00</b> | <b>\$3,875.00</b> | <b>\$7,750.00</b> |

The business events will be funded with use of King County WR/R grant funds and State Department of Ecology funds. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 300 promotional flyers to Sammamish businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 5-8 tons of material from the Sammamish businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Sammamish can reduce the amount of recyclable material finding their way to the local landfill. The City of Sammamish has an employee population of roughly 5,000. The City expects that 80–100 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 5-8 tons of material diverted from the local waste stream for recycling.

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

### 3. Task Three: Purchase Products Made From Recycled Materials

A) Task Schedule: Spring, 2010/11

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by distributing recycle content rain barrels and compost bins to City residents. The rain barrels and compost bins weight approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of rain barrels and compost bins distributed will be based on the size and quality of the barrel/bin selected. The City will work to promote the rain barrel and compost bin distribution to City residents and may distribute these items at City Recycling Collection Events or through a “virtual sale” via the City web site for home delivery.

C) Task Budget: \$25,985.00

| <b>Recycled Product Purchase</b> | <b>2010 Cost</b>   | <b>2011 Cost</b>   | <b>Total Cost</b>  |
|----------------------------------|--------------------|--------------------|--------------------|
| <b>Distribute Rain Barrels</b>   | <b>\$12,992.50</b> | <b>\$12,992.50</b> | <b>\$25,985.00</b> |
| <b>TOTAL</b>                     | <b>\$12,992.50</b> | <b>\$12,992.50</b> | <b>\$25,985.00</b> |

Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By distributing recycle content rain barrels and compost bins, the City will divert recyclable materials from the waste stream. The City will distribute recycled content rain barrels and compost bins to City residents, which will help promote recycled products. The City will work to promote the rain pails and compost bins to City residents for installation and use at resident households.

### Grant Guidelines

**Program Eligibility:**

Grant funds may be used for any of the programs previously funded by the City Optional and Waste Reduction Recycling Programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and recycling collection events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below.

**Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities should also refer to the 2001 Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (296-8443).**

**Eligible for funding:**

- School WR/R education/implementation programs
- Compost bin sales/giveaways
- Cooperative grasscycling programs
- Grants for turning yard waste and tree trimmings into mulch
- Promotion and education of new solid waste and recycling services
- Business recognition programs
- Recycling Collection Events, including collection of tires
- Business, WR/R, residential education/communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities

**Eligible for funding on a case by case basis, as long as program is part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.**

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

**The following are not eligible for funding:**

Collection of garbage, except for residual garbage related to the collection of recyclables.

Collection of any household hazardous waste items including, but not limited to:

**(Cities should pursue funding through LHWMP or CPG)**

- Treated wood
- Paint
- Lead acid batteries
- Oil, gasoline, and antifreeze
- Florescent lights
- Household Hazardous Waste education programs

**Grant Administration:**

*Requests for Reimbursement:*

Cities may submit as few as two requests for reimbursement during the funding cycle, with the first request due by January 31, 2011 and the final request due no later than March 15, 2012. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, Oct. 31 and Jan 31 of each year, except for the final request for reimbursement, which is due no later than March 15, 2012. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

**By December 31<sup>st</sup> of each year of the grant cycle, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.**

*Progress and Final Reports:*

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2012. (Note: The final request for reimbursement would still need to be submitted by March 15, 2012.) All Progress and Final Reports need to be signed by a city official. Signed reports may be submitted via facsimile.

*Amendments:*

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to 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 the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

CONTRACT # D37987D  
AMENDMENT # 2

### CONTRACT AMENDMENT / CHANGE ORDER

PROJECT NAME: Local Hazardous Waste Management Program

PHSKC PROGRAM MONITOR: P. Shallow

CONTRACTOR: City of Sammamish  
801 – 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

ORIGINAL CONTRACT START DATE: 1/1/08

AMENDMENT EFFECTIVE DATE: 1/1/10

This amendment effects the following changes:

CHANGES TO CONTRACT BOILERPLATE

1. Purpose of Amendment: This Amendment adds \$14,112.16 in funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2010 as authorized by the 2010 Annual King County Budget.
2. AMEND: **Contract Total \$27,990.18**  
TO READ: **Contract Total \$42,102.34**
3. AMEND: **Contract Period: January 1, 2008 – December 31, 2009**  
TO READ: **Contract Period: January 1, 2008 – December 31, 2010**
4. AMEND **Exhibit I, Scope of Work** by adding the attached **Exhibit I - 2010, Scope of Work**.
5. AMEND **Exhibit II, Budget/Invoice** by adding the attached **Exhibit II – 2010, Budget/Invoice**.
6. AMEND: **Section II.A. TERM AND TERMINATION:**  
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2009..."  
  
TO READ: **Section II.A. TERM AND TERMINATION:**  
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2010..."

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

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

KING COUNTY

*Benjamin Bauer* FOR  
King County Executive

*12/28/09*  
Date

CONTRACTOR

*[Signature]*  
Signature

*Michael Swenson*  
Name (please type or print)

*12-22-09*  
Date

## EXHIBIT I - 2010

D37987D

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

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

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

Scope of Work

The City of Sammamish will organize three citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFCs and other materials if determined to be cost effective.

Responsibilities of the Parties

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

A. The City

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

## Exhibit 2

3. The City shall notify the Contract Administrator no later than December 15<sup>th</sup> 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 Sara Ninteman at the City of Sammamish, 801 228<sup>th</sup> Avenue SE, Sammamish, at (425) 295-0515, (sninteman@ci.sammamish.wa.us) 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 Administrator for resolution.

### B. Seattle-King County Department of Public Health

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

### C. Program Contacts

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

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

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

**From:** The City of Sammamish  
801 228<sup>th</sup> Ave. SE  
Sammamish, WA 98075

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

Contract #D37987D

Period of time: \_\_\_\_\_, 2010 to \_\_\_\_\_, 2010.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

| <b>Component Description</b> | <b>Budget</b> | <b>Current Expenses</b> | <b>Previous Charges</b> | <b>Balance</b> |
|------------------------------|---------------|-------------------------|-------------------------|----------------|
| HHW Education                |               |                         |                         |                |
| HHW Collection               | \$14,112.16   |                         |                         |                |
| <b>TOTAL</b>                 | \$14,112.16   |                         |                         |                |

\_\_\_\_\_  
For Health Department Use Only

Local Hazardous Waste Management Program Approval:

\_\_\_\_\_  
Paul Shallow

\_\_\_\_\_  
Date

**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](http://www.kingcounty.gov/health)

**Public Health**  
Seattle & King County



January 5, 2010

Dear Contractor:

Enclosed is a fully signed copy of your accounts payable contract. We have retained a copy for our records. Please contact Jeffrey Brown at (206) 263-8744 if you have questions.

Exhibit 3

Grant No. G1000432  
City of Sammamish

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

**Coordinated Prevention Grant Agreement – Grant No.: G1000432.**

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

|  |                                     |
|--|-------------------------------------|
| JURISDICTION:                          | City of Sammamish                   |
| MAILING ADDRESS:                       | 801 228 <sup>th</sup> Avenue SE     |
| CITY, STATE, ZIP:                      | Sammamish, WA 98075                 |
| RECIPIENT GRANT COORDINATOR:           | Sara Ninteman                       |
| TELEPHONE:                             | (425) 295-0515                      |
| FAX:                                   | (425) 295-0600                      |
| E-MAIL:                                | sninteman@ci.sammamish.wa.us        |
| RECIPIENT BILLING/INVOICE COORDINATOR: | Paul Devine                         |
| TELEPHONE:                             | (206) 938-8262                      |
| FAX:                                   | (206) 938-9873                      |
| E-MAIL:                                | pauldevine@msn.com                  |
| ECOLOGY GRANT OFFICER:                 | Taisa Welhasch                      |
| TELEPHONE:                             | (425) 649-7266                      |
| FAX:                                   | (425) 649-7259                      |
| E-MAIL:                                | taisa.welhasch@ecy.wa.gov           |
| FUNDING SOURCE                         | State Building Construction Account |
| MAXIMUM ELIGIBLE COST                  | \$34,507                            |
| STATE GRANT SHARE                      | \$25,880                            |
| LOCAL SHARE                            | \$8,627                             |
| STATE MAXIMUM GRANT PERCENT            | 75 %                                |
| FEDERAL TAX IDENTIFICATION NO.         | 91-1980261                          |
| EFFECTIVE DATE OF THE AGREEMENT        | January 01, 2010                    |
| EXPIRATION DATE OF THE AGREEMENT       | December 31, 2011                   |

**PART 1: SCOPE OF WORK**

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

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

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

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

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

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

**CATEGORY:** Waste Reduction and Recycling

**MAXIMUM ELIGIBLE CATEGORY COST:** \$ 34,507

**1. TASK TITLE:** Recycling Collection Events - Residential

**Maximum Eligible Task Cost:** \$31,007

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

Exhibit 3

Grant No. G1000432  
City of Sammamish

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

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

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

**Outcome Statement:** Over the two-year grant period, the RECIPIENT expects to divert and recycle between 400-500 tons of material from the residential waste stream and serve 6,000-6,500 households.

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

| Quarter                 | Activity  |
|-------------------------|---|
| <b><u>Phase One</u></b> |   |
| Q1                      | Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event in March. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement. |
| Q3                      | Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer.   |
| Q4                      | Hold recycling collection event in September or October. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.  |
| <b><u>Phase Two</u></b> |   |
| Q5                      | Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event in March. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement. |
| Q7                      | Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer.   |

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Q8

Hold recycling collection event in September or October. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.

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

\* **Estimated (total) Task Cost:** \$ 62,014

2. **TASK TITLE:** Recycling Collection Events - Commercial

**Maximum Eligible Task Cost:** \$3,500

**Summary Description:** The RECIPIENT, in conjunction with a consultant, will continue to host recycling collection events for City businesses in 2010 and in 2011. The events will provide business with the opportunity to divert hard-to-recycle items from the waste stream by recycling them in a convenient City location. Materials businesses can bring to the event for reuse and /or recycling scrap wood/pallets, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals, electronic equipment, computer equipment/TV sets (at the City's option), office recyclables/cardboard, toner cartridges, cellular phones, plastics, and other materials whenever practical. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using City sponsored or private sector recycling programs. The RECIPIENT will verify with vendors collecting recyclables that the items are actually recycled.

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

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

**Outcome Statement:** Over the two-year grant period, the city estimates it will divert and recycle between 7-10 tons of material from the business waste stream and serve 175-200 businesses.

**Work Plan and Activities Timeline:**

**Phase One**

Q2

Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer.

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Q3 Hold recycling collection event in August. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.

**Phase Two**

Q6 Arrange date and site for event...Arrange event vendors. Develop event publicity, print, sort, and mail event flyer.

Q7 Hold recycling collection event in August. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.

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

\* Estimated (total) Task Cost: \$ 7,000

**PART 2: FUND SOURCE AND BUDGET**

Approved costs must be consistent with the most recently approved Spending Plan. Costs cannot exceed the agreement Budget (Part 2: Section B) without a formal amendment. To change how funds are allocated between the grant tasks, the RECIPIENT must submit a written request to ECOLOGY for a Letter Amendment. To change a scope of work or to increase/decrease a grant amount, the RECIPIENT must complete and submit a Formal Amendment Request form (ECY 070-113).

**A. FUND SOURCE**

**PHASE ONE (057/J07 9N10C)**

|  |                          |                     |
|--|--------------------------|---------------------|
| <b>Maximum Eligible Cost:</b>              |                          | <b>\$34,507</b>     |
| <b>Fund</b>                                | <b>Fund Share (75%)</b>  | <b>State Share</b>  |
| State Building Construction Account (SBCA) |                          | <b>\$25,880</b>     |
| <b>Match Requirement</b>                   | <b>Match Share (25%)</b> | <b>Match Amount</b> |
| Cash Match                                 | <u>25%</u>               | <u>\$8,627</u>      |
| Interlocal Costs                           | <u>0%</u>                | <u>\$0</u>          |

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**PHASE TWO**

|  |                          |                     |
|--|--------------------------|---------------------|
| <b>Maximum Eligible Cost:</b>              |                          | <u>\$34,507</u>     |
| <b>Fund</b>                                | <b>Fund Share (75%)</b>  | <b>State Share</b>  |
| State Building Construction Account (SBCA) |                          | <u>\$25,880</u>     |
| <b>Match Requirement</b>                   | <b>Match Share (25%)</b> | <b>Match Amount</b> |
| Cash Match                                 | <u>25%</u>               | <u>\$8,627</u>      |
| Interlocal Costs                           | <u>0%</u>                | <u>\$0</u>          |

**B. BUDGET**

| TASK  | <u>Maximum Eligible Cost<br/>Phase 1 (Quarters 1-4 of<br/>the Spending Plan)</u> | <u>Maximum Eligible Cost<br/>Phase 2 (Quarters 5-8 of<br/>the Spending Plan)</u> |
|---|--|--|
| Category: <u>Waste Reduction and Recycling</u>                  | <u>\$ 34,507</u>   | <u>\$ 34,507</u>   |
| 1. Task Title: <u>Recycling Collection Events - Residential</u> | <u>\$ 31,007</u>   | <u>\$ 31,007</u>   |
| 2. Task Title: <u>Recycling Collection Events - Commercial</u>  | <u>\$ 3,500</u>  | <u>\$ 3,500</u>  |
| TOTAL MAXIMUM ELIGIBLE COST                                     | <u>\$ 34,507</u>   | <u>\$ 34,507</u>   |

**PART 3: BUDGET CONDITIONS**

- A. The RECIPIENT is required to provide a match of 25% of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions that may be used as match.

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

## **PART 4: SPECIAL TERMS AND CONDITIONS**

### **A. BILLING AND REPORTING**

1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
2. The RECIPIENT shall submit a progress report with each payment request but no less often than quarterly. These reports shall include activities that support incurred costs shown on the C1 or C2 of the payment request, and must be submitted on-line through the Solid Waste Information Clearinghouse.
3. The RECIPIENT must provide to ECOLOGY an up-to-date Spending Plan throughout the grant period. An updated Spending Plan must be submitted when changes occur that impact quarterly spending and / or quarterly reimbursement amounts.

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

## **B. DOCUMENTATION**

1. The RECIPIENT shall submit supporting documents for all costs incurred. Documentation shall be provided in the order in which it is itemized on Form C1/C2. Supporting documentation is any document deemed relevant by ECOLOGY to establish the appropriateness of an expense listed on Form C1/C2. Please see Chapter 6 of the Program Guidelines for Coordinated Prevention Grants 2010-2011 Grant Cycle, and the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005) for guidance.
2. The RECIPIENT shall maintain grant related material and supporting documents in a common file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and invoice vouchers sent to ECOLOGY. The Recipient shall keep all supporting documents for audit purposes for at least three years after agreement expiration.

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3. The RECIPIENT shall use the ECOLOGY provided Form E, or an equivalent time accounting document approved by ECOLOGY, to record staff hours being charged to the grant.
4. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
5. Supporting documents shall be clear and legible, and organized by task in the order it was itemized on Form C1/C2 by the RECIPIENT.

### **C. OTHER SPECIAL TERMS**

#### **1. SOLID AND HAZARDOUS WASTE MANAGEMENT PLANS**

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

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

#### **2. SOLID WASTE ENFORCEMENT**

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

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

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

#### **3. ON-LINE CONTRACTS AND GRANTS MANAGEMENT**

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

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#### 4. TRAINING

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

#### 5. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

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

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

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

#### 6. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT shall provide written certification that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005).

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- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer.
- c) Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the ECOLOGY'S grant officer for review and approval. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to your ECOLOGY assigned grant officer.
- d) Unless a specific purchase of equipment or real property is already written into the grant agreement, the RECIPIENT must submit a written request to the DEPARTMENT to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request shall include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by the DEPARTMENT prior to the purchase.

### 7. USE OF EXISTING CONTRACTS

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

### 8. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

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

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

- The ECOLOGY may authorize the RECIPIENT to:
  - If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to Ecology.
  - If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay Ecology an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the grant officer.

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- o The grant officer may instruct the recipient to transfer title to Ecology or to a third party named by Ecology who is eligible under existing statutes.

### 9. TASK INCOME

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

### 10. ALL WRITINGS CONTAINED HEREIN

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

### 11. ARCHEOLOGICAL AND CULTURAL RESOURCES

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

### 12. PRECEDENCE

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

## **Part 5: GENERAL TERMS AND CONDITIONS:**

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

### **A. RECIPIENT PERFORMANCE**

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

### **B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

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

### **C. THIRD PARTY BENEFICIARY**

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

### **D. CONTRACTING FOR SERVICES (BIDDING)**

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

### **E. ASSIGNMENTS**

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

### **F. COMPLIANCE WITH ALL LAWS**

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

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

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

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

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

### **G. KICKBACKS**

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

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### **H. AUDITS AND INSPECTIONS**

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

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

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

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

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

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

### **I. PERFORMANCE REPORTING**

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

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

### **J. COMPENSATION**

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

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV,

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published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

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

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

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

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

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

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

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

### **K. TERMINATION**

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

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

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

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City of Sammamish

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

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

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

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

### **L. WAIVER**

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

### **M. PROPERTY RIGHTS**

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

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

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

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

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

## Exhibit 3

Grant No. G1000432  
City of Sammamish

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

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

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

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

### **N. SUSTAINABLE PRODUCTS**

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

### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

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

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

### **P. PROJECT APPROVAL**

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

## Exhibit 3

Grant No. G1000432  
City of Sammamish

### **Q. DISPUTES**

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

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

### **R. CONFLICT OF INTEREST**

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

### **S. INDEMNIFICATION**

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

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

### **T. GOVERNING LAW**

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

### **U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

### **V. PRECEDENCE**

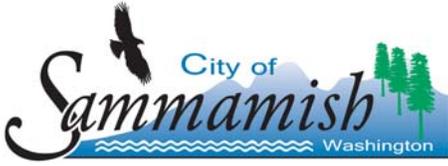
In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated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











## CITY COUNCIL AGENDA BILL

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**Subject:**

Contract with Olympic Environmental Services –  
Management of the City's Recycling Program

**Meeting Date:** February 2, 2010

**Date Submitted:** January 27, 2010

**Originating Department:** Admin Services

**Clearances:****Action Required:**

Authorize the City Manager to sign a contract with  
Olympic Environmental Services

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Contract

---

**Budgeted Amount:** \$60,000

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**Summary Statement:**

The City's grant funded Recycling Program is managed through an Agreement with Olympic Environmental Services. The program includes three Residential Recycling Collection Events, one Business Collection Event, and our Rain Barrel/Compost Bin Distribution Program.

**Background:**

Our Recycling Program has been in operation for a number of years and is extremely popular with our citizens.

**Financial Impact:**

The City has received three separate grants totaling \$87,859.16 to fund our Recycling Program. No City funds will be expended on these projects.

**Recommended Motion:**

“Move to Approve Agreement with Olympic Environmental Services”

JAN 19 2010

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES  
With  
OLYMPIC ENVIRONMENTAL SERVICES**

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Olympic Environmental Services, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "A".

The City shall pay Consultant:

[Check applicable method of payment]

\_\_\_ According to the rates set forth in Exhibit "\_\_\_"

X A sum not to exceed eighty-seven thousand, eight hundred, fifty-nine dollars, and sixteen cents (\$87,859.16) as detailed in Exhibit "A".

\_\_\_ Other (describe): \_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during

the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

7. **Insurance.**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned and hired.
2. Commercial General Liability insurance shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**Other Insurance Provisions**

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance.
2. The Consultant's insurance not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

**Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**8. Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

**10. Termination.**

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. The City recognizes that Recycling subcontracting for substantial portions of the scope of work in this Agreement is a normal practice of the recycling and waste reduction industry and shall not unreasonably withhold consent to subcontract.

**13. Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**14. Confidentiality.** There are no confidential aspects of this Agreement.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

Assistant City Manager  
City of Sammamish  
486 228<sup>th</sup> AVE NE  
Sammamish, Washington 98074-7209

Notices to the Consultant shall be sent to the following address:

Paul Devine  
Olympic Environmental Resources  
4715 SW Walker ST  
Seattle, Washington 98116

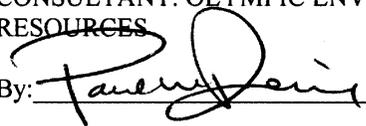
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT: OLYMPIC ENVIRONMENTAL RESOURCES

By: \_\_\_\_\_

By: 

Title: City Manager

Title: General Manager

Date: \_\_\_\_\_

Date: December 10, 2009

Attest/Authenticated:

Approved As To Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## **Exhibit A**

### **Scope of Work**

This Scope of Work is intended to detail the Consultant's services and responsibilities in implementing City of Sammamish Recycling Projects in 2010. The Consultant will implement three Residential Recycling Collection Events, one Business Collection Event, and Rain Barrel/Compost Bin Distribution. Activities will begin after January 1, 2010 in accordance with grant guidelines. The proposed projects include:

#### **Three Residential Recycling Collection Events**

One residential Recycling Collection Event will be scheduled for spring (March) and two will be scheduled for the fall (September, October) of 2010 for a total of three events. At the events the following materials will be collected and recycled: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

#### **One Business Recycling Collection Event**

To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the Consultant will implement a Sammamish Business Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the Consultant will implement a one-day event on a weekday to collect and recycle a variety of materials from Sammamish businesses in a central City location.

#### **Rain Barrel/Compost Bin Distribution**

The City will support recycling programs by distributing recycle content rain barrels and compost bins to City residents. The barrels/bins weight approximately 40 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of barrels/bins distributed will be based on the size and quality of the barrel/bin selected. OER will work to promote rain barrel distribution to City residents and may distribute the barrels at City Recycling Collection Events or through a "virtual sale" via the City web site for home delivery.

The Consultant will provide professional management for implementation of all projects. The Consultant wishes to involve the Sammamish City staff at the level most comfortable for the City. The Consultant will meet with the City of Sammamish staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Sammamish grant funds available from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology. The specific project activities to be carried out by the Consultant are detailed in the grant scopes

of work. Total 2010 grant funds available total \$87,859.16 (see below). The Consultant will cover project expenses as they arise, such as the costs of printing and vendor services. The Consultant will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. The Consultant will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology on a quarterly or project basis.

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

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

### **2010 Sammamish Grants**

The City of Sammamish is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on the projects listed above. The City has applied for the following:

- 1) The King County Waste Reduction and Recycling Grant Program. Grant total \$47,867.00.
  - 3) The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$14,112.16.
  - 4) The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$25,880.00.
- TOTAL: \$87,859.16.

**EXHIBIT C**

CITY OF SAMMAMISH  
486 228<sup>th</sup> Avenue NE  
Sammamish, WA 98074  
Phone: (425) 898-0660  
FAX: (425) 898-0669

**TAX IDENTIFICATION NUMBER**

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation                       Partnership                       Government Consultant
- Individual/Proprietor                       Other (explain)

TIN No.: 91-2027892

Social Security No.: \_\_\_\_\_

Print Name: Paul M. Devine

Title: General Manager

Business Name: Olympic Environmental Resources

Business Address: 4715 SW Walker Street Seattle, WA 98116

Business Phone: 206 938-8262

1/15/06  
Date

  
Authorized Signature (Required)



**COUNCIL**  **MINUTES**

**Special Meeting/Study Session**  
**January 12, 2010**

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:** Mayor Don Gerend, Councilmembers Mark Cross, John Curley, John James, Tom Odell, Michele Petitti and Nancy Whitten.

**Staff present:** City Manager Ben Yazici, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge of Allegiance**

Roll was called and the pledge was recited.

**Public Comment** – No public Comments

**Approval of Agenda**

**MOTION:** Councilmember Whitten moved to approve the agenda. Councilmember Cross seconded. Motion carried unanimously 7-0.

**Proclamations/Presentations**

Mayor Don Gerend presented each of the Teams with a certificate of achievement and a resolution.

- Eastlake High School Cross Country Team/WIAA State Champions
- Skyline High School Girls Swim/Dive Team/WIAA State Champions
- Skyline High School Girls Soccer Team/WIAA State Champions
- Skyline High School Football Team/WIAA State Champions

Meeting adjourned at 7:00 pm

**OPEN STUDY SESSION**

**7:05 pm**

- Planning Commission Interviews
- Arts Commission Interviews

**CLOSED STUDY SESSION**

**10:30 pm**

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Melonie Anderson, City Clerk

---

Donald J. Gerend, Mayor

# COUNCIL MINUTES

## Regular Meeting January 19, 2010

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:** Mayor Don Gerend, Councilmembers Mark Cross, John Curley, John James, Tom Odell, Michele Petitti and Nancy Whitten.

**Staff present:** City Manager Ben Yazici, Public Works Director John Cunningham, City Engineer Laura Philpot, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

### Roll Call/Pledge of Allegiance

Roll was called. Councilmember Odell led the pledge.

### Public Comment

Brooke Bachesta, Tara Northey, Students from Eastside Catholic School, Spoke requesting Council to let them change the names of the streets that lead into their schools to reflect the names of the school mascots.

Janice Serl, 2319 W Beaver Lake Drive SE, She asked Council to reject the Beaver Lake Park Master Plan. The plan currently includes a sewer connection and no explanation as to who would pay for it. She is opposed to the beachfront improvements.

Harry Shedd, 2313 Sahalee Dr SE, He asked Council to postpone approving the contract for construction management on the Eastlake Sammamish Parkway Project Phase 1B until the new Councilmembers could get up to speed on the project.. He would like to see the federal stimulus money spent on a different project.

Charles Goodrich, 22328 NE 2<sup>nd</sup> Street, He does not support the Eastlake Sammamish Project. He feels the federal money could be better spent elsewhere in the city or the state.

Romiro Valdarrama, NE 18<sup>th</sup> Place Representing the The Citizens for Sammamish. He echoed the concerns of the previous speakers. He still feels the project should be reviewed to see if the entire project needs to be done. He feels the sidewalks are not necessary.

**Approval of Agenda**

**MOTION:** Councilmember Whitten moved to approve the agenda. Councilmember Petitti seconded.

**AMENDMENT:** Councilmember Odell asked to remove Item #2 – Contract/Eastlake Sammamish Parkway Improvement Project Phase 1B Construction Management/AECO from the Consent Calendar and move it to the Item#11 under New Business. Motion carried 7-0.

Motion to approve the agenda as amended passed unanimously 7-0.

**Student Liaison Report**

**Eastlake Student Liaison** (Maddie March): Eastlake Cheer squad took first in regional's. Next week the students will learn to dance after school. Tolo is February 2. Mr. Eastlake competition will be held on March 24. Last Wednesday the Decca competition took place and almost half of the students that competed qualified for state. February 3 will Sophomore Parent Night.

**Consent Calendar**

**Payroll for pay period ending December 31, 2009 for pay date January 5, 2010 in the amount of \$246,311.38**

**Payroll for pay period ending January 15, 2010 for pay date January 20, 2010 in the amount of \$237,981.14**

**Approval: Claims for period ending January 19, 2010 in the amount of \$2,037,480.48 for Check No.25445 through No. 25688**

**Amendment: Engineering Services SE 20<sup>th</sup> Street Non-Motorized Project/Transpo Group**

**Grant: Urban Vitality Grant for SE 20<sup>th</sup> Street Non-Motorized Project/Public Works Board**

**Approval: Minutes for November 17, 2009 Regular Meeting**

**Approval: Minutes for January 5, 2010 Regular Meeting**

**MOTION:** Deputy Mayor Whitten moved to approve the Consent Calendar. Councilmember Petitti seconded. Motion carried unanimously 7-0.

**Public Hearing**

*Continued from January 5, 2010*

**Ordinance: Vacating Unopened Thomas Alexander Road (Aka County Road No. 867 And Aka Old Monohan Road)**

Director of Public Works John Cunningham gave the staff report. This is the fourth time this item has come before Council. The property owners surrounding the street vacation have not reached agreement. Staff is recommending opening the public hearing for any additional public comment and then closing the public hearing. This item will then be tabled until an agreement is reached.

Public Hearing opened at 7:00 pm and closed at 7:01 pm with no public comment.

**MOTION: Deputy Mayor Whitten moved to postpone this item indefinitely. Councilmember Odell seconded. Motion carried unanimously 7-0.**

**Unfinished Business** - None

**New Business**

**Ordinance: First Reading Creating An Equipment Rental Fund In Accordance With RCW 35.21.088.**

Assistance City Manager/Finance Director Lyman Howard gave the staff report. This is strictly a housekeeping measure to bring the city into compliance with the State's RCW's. This fund has been in use since 2000. This is the first reading of the ordinance. Staff is not recommending any action.

**Executive Session** – To discuss the qualifications of applicants pursuant to RCW and potential litigation 42.30.110(1)(h).

Council retired to Executive Session at 7:05 pm and returned to open session at 8:35 pm.

**Resolution: Appointing Four Members to the Sammamish Planning Commission**

After returning from Executive Session, Council began the process of selecting members to the Sammamish Planning Commission. There were fourteen applicants. From this pool, the Council voted for four applicants to fill the vacancies.

**MOTION: Councilmember Cross moved to approve the resolution appointing members to the Sammamish Planning Commission as listed below. Councilmember Petitti seconded. Motion carried unanimously 7-0 (R2010-401).**

|              |                  |                      |
|--------------|------------------|----------------------|
| Position #1: | Mahbubul Islam   | Term Ends 12/31/2011 |
| Position #5: | Kathy Richardson | Term Ends 12/31/2012 |
| Position #6: | Joe Lipinsky     | Term Ends 12/31/2013 |
| Position #7: | Jeff Wasserman   | Term Ends 12/31/2013 |

**Resolution: Appointing Four Regular Members and Two Alternate Members to the Sammamish Arts Commission.**

Council proceeded to select seven members for the Sammamish Arts Commission from the pool of eleven applicants.

**MOTION:** Councilmember Petitti moved to approve the resolution appointment members to the Sammamish Arts Commission as listed below. Deputy Mayor Whitten seconded. Motion carried unanimously 7-0 (R2010-402).

|  |                                |
|--|--------------------------------|
| Name: Deborah Akerstrom                  | Term Expires December 31, 2013 |
| Name: Barbara Jirsa                      | Term Expires December 31, 2013 |
| Name: Bala Subramanian                   | Term Expires December 31, 2013 |
| Name Molly Strange                       | Term Expires December 31, 2013 |
| Name: Rochelle Wyatt                     | Term Expires December 31, 2011 |
| Name: Jingyu Li (Alternate)              | Term Expires December 31, 2011 |
| Name: Bharath Sankaranarayan (Alternate) | Term Expires December 31, 2011 |

**Contract: Construction Management East Lake Sammamish Parkway Project Phase 1B/AECOM**

City Engineer Laura Philpot gave the staff report. The construction contract for this project has previously been awarded to SCI Infrastructure. This contract is for the construction management, which staff is unable to do in-house.

**MOTION:** Councilmember Petitti moved to authorize the City Manager to sign the contract with AECOM for Construction Management for the East Lake Sammamish Parkway Project Phase 1B. Councilmember Cross seconded. Motion carried 6-1 with Councilmember Odell dissenting.

**Council Reports**

Councilmember Odell attended the Eastside Fire and Rescue Meeting last weekend and found it very informative.

Councilmember Petitti reported that there seems to be an excessive amount of water running across the new parking lot at the Lower Sammamish Commons Parks. Mr. Cunningham reported that the crew will be working to repair that problem. She will be missing the February 2 Council meeting.

**City Manager Report**

**Major Policy and Planning Orientation**

Assistance City Manager/Director of Community Development Kamuron Gurol gave the staff report and PowerPoint presentation (available on the City Website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us))

Meeting adjourned at 10:15 pm

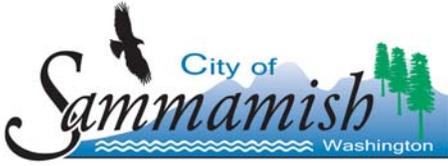
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Melonie Anderson, City Clerk

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Donald J. Gerend, Mayor





## CITY COUNCIL AGENDA BILL

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**Subject:**

Second reading of Ordinance vacating unopened Thomas Alexander Road (aka County Road No. 867 and Old Monohan Road) Right of Way in the 1100 through 1400 blocks of East Lake Sammamish Parkway SE.

**Action Required:**

Consideration and adoption on second reading of right of way vacation Ordinance.

**Exhibits:**

1. Vicinity map of vacation location
2. Site map showing affected parcels and proposed right of way vacation area with 2007 aerial photo
3. Executed Agreement between property owners affected by right of way vacation
4. ROW Vacation Ordinance
5. Exhibit A to the ROW Vacation Ordinance

**Meeting Date:** February 2, 2010

**Date Submitted:** January 28, 2010

**Originating Department:** Public Works

**Clearances:**

**XX City Manager**  **Police**

**XX Public Works**  **Fire**

**Building/Planning** **XX Attorney**

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**Budgeted Amount:** Not Applicable

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**Summary Statement:**

The City has received 2 separate, complete street right of way vacation request petitions as outlined in Section PWS.05.070 ( *Street and Alley Vacation Procedures* ) of the City's "Interim Public Works Standards" requesting vacation of a portion of unopened Thomas Alexander Road located easterly of and between the 1100 and 1400 blocks of East Sammamish Parkway SE. These petitions were filed by the owners of approximately 62% of the property abutting the referenced unopened Thomas Alexander Road right of way located in this area. Staff recommends that rather than consider vacation of only the requested 62% of the referenced Thomas Alexander Road right of way, the Council should consider whether or not to vacate all of the unopened Thomas Alexander Road right of way in this area.

**Background:**

At their October 20, 2009 meeting, the City Council opened the public hearing and received testimony regarding this proposed right of way vacation. During this public testimony, Council heard comments from some of the neighboring property owners affected by this right of way vacation that they were not opposed to this vacation action as long as the existing access across the right of way was maintained to their properties.

Based on these concerns, Council voted to continue the public hearing and further consideration of this matter to their November 3, 2009 meeting to allow those property owners affected by this proposed right of way vacation request time to work together to resolve any and all concerns they had related to this right of way vacation.

As of the Council's November 3, 2009 meeting, the affected property owners were continuing to work together towards a mutually acceptable resolution to their concerns, so the public hearing and consideration of the vacation ordinance on second reading was continued to the Council's January 5, 2010 meeting.

As of the Council's January 5, 2010 meeting, the affected property owners were continuing to work together towards a mutually acceptable resolution to their concerns, so the public hearing and consideration of the vacation ordinance on second reading was continued to the Council's January 19, 2010 meeting.

As of the Council's January 19, 2010 meeting, the affected property owners were continuing to work together towards a mutually acceptable resolution to their concerns. Since none from the public had appeared at this or the previous two Council meetings to offer any testimony related to this vacation request, at this meeting Council closed the public hear and deferred consideration of the vacation Ordinance on second reading to a point in time when the affected property owners had reached agreement resolving their concerns.

The property owners have now reached an agreement that mutually resolves all concerns any of them have related to Council approval of this right of way vacation request. A copy of this agreement signed by all affected property owners is attached as Exhibit 3 to this agenda bill. This being the case, staff is recommending that the Council adopt the ordinance vacating said unopened Thomas Alexander Road right of way on second reading.

**Financial Impact:**

Not applicable.

**Recommended Motion:**

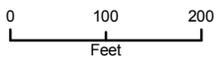
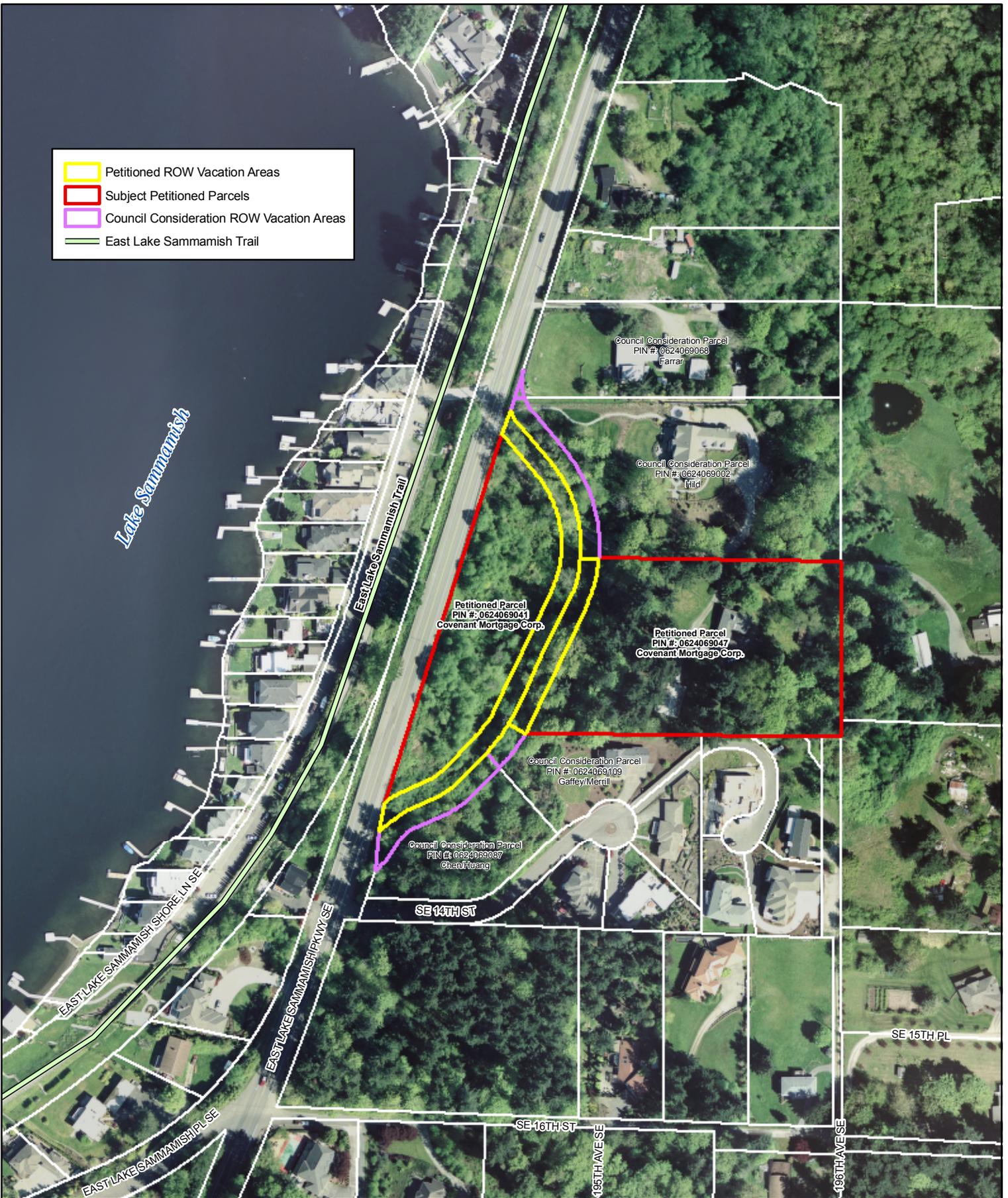
Move to adopt, on second reading, Ordinance No. \_\_\_\_\_ vacating the unopened Thomas Alexander Road right of way as described in said ordinance.







-  Petitioned ROW Vacation Areas
-  Subject Petitioned Parcels
-  Council Consideration ROW Vacation Areas
-  East Lake Sammamish Trail



**RIGHT-OF-WAY VACATION REQUEST**  
**Covenant Mortgage Corp.**





**After recording, return to:**

Covenant Mortgage Corporation  
9725 SE 36<sup>th</sup> Street, Suite 400  
Mercer Island, WA 98040

**Easement for Ingress and Egress and Provision of Utilities  
With Road Maintenance Agreement**

**Grantors:** Covenant Mortgage Corporation;  
Goedhart, James L. as Trustee of the James L. Goedhart Trust dated February 14, 1997 (as to an undivided ½ interest);  
Goedhart, Caroline Hazard as Trustee of the Caroline Hazard Goedhart Trust dated February 14, 1997 (as to an undivided ½ interest);  
Hild, Robert L.; and  
Hild, Janet M.

**Abbreviated Legal:** Ptn Gov't Lot 2, 6-24-6, and Ptn of SW ¼ of NW ¼ of Section 5, Township 24N, Range 6E, W.M.

**Tax Parcel Nos:** 062406-9041-02, 062406-9047-06, 062406-9002-09, 052406-9029-09

**Affected Document:** 9207281876

**Recitals:**

WHEREAS the undersigned are owners of the four (4) parcels of real property as described in Exhibits A through D, attached hereto, and made apart hereof as though fully set forth herein (collectively, the "Land"), and

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WHEREAS said properties have access for ingress and egress, and for the provision of utilities by way of an existing common private gravel driveway that intersects with East Lake Sammamish Parkway which they desire to confirm and continue, and

WHEREAS the owners of said parcels of real property previously entered into an agreement entitled Road Maintenance Agreement, said document being dated July 28, 1992 and recorded under King County Auditor's File No. 9207281876 and purporting to provide certain rights and responsibilities on the owners of said property regarding the location and maintenance of said driveway, and

### Exhibit 3

WHEREAS the owners of said properties desire to clarify certain provisions regarding the use and maintenance of said common driveway and utility access corridor and to record a new agreement concerning the same,

NOW, THEREFORE, for and in consideration of the mutual promises, forbearances, granting of rights, and other valuable consideration, the undersigned owners of the Land hereby agree as follows:

#### Agreement:

1. **RECISSION OF PRIOR AGREEMENT:** That the previous agreement entitled Road Maintenance Agreement be and hereby is rescinded in favor of this new agreement to be entitled Easement for Ingress and Egress and Provision of Utilities with Road Maintenance Provisions. This Agreement shall inure to the benefit of each parcels successors in interest, be permanent, touch and concern and run with the Land.
2. **GRANT OF EASEMENT:** Each party grants and conveys to the other a perpetual, non-exclusive, easement for ingress, egress, the provision of utilities (either currently existing or that may become available in the future and including new technologies) and maintenance and/or improvements of the same over a strip of land 30 feet in width, of which is legally described in Exhibit E, attached hereto, and made apart hereof as though fully set forth. This easement shall be a burden upon and run with the Land and inure to the benefit of each parties heirs or successors in interest of any nature. The road itself will stay the same size as presently exists, unless all parties agree to change the size of the road by written agreement. The additional 10 foot increase in easement width is intended to place utilities with the least amount of impact to the current road surface.
3. **LOT RESTRICTIONS/FUTURE SUBDIVISION.** Each party agrees and understands that the granting of said easement restricts the four parcel owners to one home per parcel. This shall not apply to "Accessory Dwelling Units" such as "Mother-in-Law", "Caretaker" or "Guest" cottages built on the existing lots. If at any time an owner wishes to add additional lots through platting or subdivision, 100% of the current users will need to agree to increase number of users under the road maintenance/easement agreement. The lot owner desiring to increase the number of lots shall be fully responsible for any and all costs associated with improvements to the road required for platting or subdivision, unless otherwise agreed to in writing by all parties. Once said additional lots are completed, they shall have a voting interest and the share of future maintenance, repair fees, and interests in this Agreement shall be re-apportioned to include the new lots. If an agreement can not be reached, any owner(s) may submit the dispute to binding arbitration pursuant to the rules of the Superior Court of the State of Washington for King County. In addition to any remedy granted through arbitration, the prevailing party shall be granted its reasonable attorney fees and taxable costs associated therewith.

4. INDIVIDUAL LOT IMPROVEMENTS: Nothing in this Agreement shall be interpreted to require any lot owner to be responsible for the costs associated with any improvements or the provision of utilities that benefit only an individual lot(s), including side sewers, individual water service lines and individual telecommunications services. This Agreement is intended to only apply to the common access driveway areas and to any common or 'trunk' utilities that may serve all of the lots.
5. MAINTENANCE AGREEMENT: The parties agree to maintain the access road and any common utilities on an equal basis and pursuant to the following procedures:
  - a. The owners shall have a joint and several right to enforce this Agreement and to collect equal proportional amounts due from each of the lot owners for their share of said maintenance. Regardless of where maintenance, upgrades, and or repairs may be required from time to time, and except as provided for herein regarding lot specific improvements and/or lot-specific utility extensions, the owners acknowledge and agree to divide the cost thereof evenly. Provided, however, that if any lot owner through gross negligence or willful conduct not associated with reasonable use by any owner or their agents, invitees, or contractors is determined to be the sole or substantial cause of any non-standard maintenance or repair, then the offending owner shall solely bear the cost thereof. Provided, further, that if any portion of the road or utilities should fail except for the gross negligence or willful unreasonable conduct on the part of an owner or their agents, invitees, or contractors, the owners agree to waive any and all claims for damages against one another, including, but not limited to, loss of use, real or personal property damage, and personal injury, arising or caused by said failure, except for the proportional cost of repair.
  - b. The owners acknowledge and agree that portions of the easement are within the delineated boundaries of critical areas and/or may contain slopes, cuts and/or fills that are not in compliance with current regulations regarding the same. If any future action is required by any agency or jurisdiction based on current or future regulation, it shall be treated as though it were a maintenance issue as in paragraph 4.a above.
  - c. In the event that any of the owners refuse to allow access to perform any said maintenance requirements or to pay their proportional share of any of the costs associated therewith, this Agreement may be enforced as a lien against the property of the offending lot owner(s) and to the extent allowed by law this shall be deemed a superior lien. Provided, however, that, if any lot owner proposes to expend any joint funds for any non-emergency road or common utility repair, upgrade and/or maintenance, said lot owner shall first provide a written detailed proposal with cost estimates from licensed contractors or material providers to each of the other owners not less than 15 days before said work is proposed to begin or prior to the application for any

required permit, whichever is earlier. Notice shall be by certified mail, return receipt requested. Any owner may execute a written waiver in lieu of said notice requirement to evidence that they received the proposal. In the event the other owner(s) object to the repair or the cost thereof, a majority vote (each lot – one vote) shall be required. In the event the vote is a tie, the parties agree to engage a licensed civil engineer to make a determination as to the reasonable requirement of the proposed action and appropriateness of the remedy. If the owner(s) still object, or can't agree on the cost or scope of said proposed activity, any owner(s) may submit the dispute to binding arbitration pursuant to the rules of the Superior Court of the State of Washington for King County. At said arbitration, the opinion of the previously selected licensed civil engineer shall be given strong deference. In addition to any remedy granted through arbitration or through enforcement of a lien against another owner(s), the prevailing party shall be granted its reasonable attorney fees and taxable costs associated therewith.

- d. In the event of an emergency, which shall be defined as a failure or blockage of any part of the access road or common utilities system or likely to cause immediate damage to said road or systems, or the stability of the site, any owner(s) may make emergency repairs. The owner seeking reimbursement for said emergency repairs shall be given reasonable deference in making decisions related to the emergency and given the nature and scope of said emergency. Provided, however, that as soon as the situation is reasonably stabilized, the protocols set forth above regarding system repair and maintenance shall be effective.

6. FUTURE DEVELOPMENT – Any future development conducted on any of the parcels, said parcel owner (Developing Owner) shall be responsible for any damage to the road during the construction process. Any road improvements required by any legal entity in order to obtain a building or occupancy permit, shall be the sole responsibility of the parcel owner seeking the development.
7. FUTURE IMPROVEMENT – Future improvements to the road, if any, will require 75% majority vote of the parcel owners who are party to this agreement.
8. AMENDMENT. This Agreement may only be amended by a subsequent unanimous written agreement of all of the then owners, which amendment shall be promptly recorded of record. On any decision required under this agreement each legal lot shall be entitled to one vote.
9. SEVERABILITY. If any portion of the Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.
10. ATTORNEY FEES AND COSTS. In the event that any party(ies) institute legal action to enforce any of the terms hereof, in addition to any relief granted, the prevailing party shall be entitle to recover its reasonable attorney fees and costs

Exhibit 3

associated therewith. The parties agree that due to the nature of the Agreement that injunctive relief may be required to enforce the terms hereof.

Dated this 27<sup>th</sup> day of January, 2010

*Signatures of Each Participating Property Owner are Included In Exhibits A-D Attached.*

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Exhibit C – Parcel 3

Owner(s) name and address:

Robert L. Hild and Janet M. Hild  
1204 East Lake Sammamish Parkway SE  
Sammamish, WA 98075

Legal Description and Parcel Number:

Parcel A: That portion of Government Lot 2 in Section 6, Township 24 North, Range 6 East W.M., described as follows:

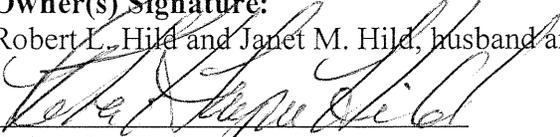
Beginning at the East ¼ corner of said Section 6;  
Thence North 00°03'39" West 250 feet;  
Thence West 512.27 feet to the Easterly margin of the Issaquah-Redmond Road "E. Lake Sammamish Parkway S.E.";  
Thence South 17°42'30" West, along said road margin, 12 feet;  
Thence Southeasterly, along the easterly margin of the Old Alexander County Road, 275 feet, more or less, to a point from which the true point of the beginning bears East;  
Thence East 394.83 feet to the true point of beginning;  
Situate in the City of Sammamish, County of King, State of Washington.

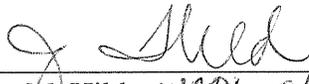
Parcel B: The South 58.70 feet of that portion of Government Lot 1 in Section 6, Township 24 North, Range 6 East W.M. lying Westerly of the Northern Pacific Railway Right-of-Way; Together with second class tide (or shore) land, as conveyed by the State of Washington, situate in front of, adjacent to, or abutting thereon;  
Situate in the City of Sammamish, County of King, State of Washington.

Tax Parcel No.: 062406-9002-09

Owner(s) Signature:

Robert L. Hild and Janet M. Hild, husband and wife

  
Robert L. Hild WADL 4/10

  
Janet M. Hild WADL 9/10

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 28<sup>th</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Hild and Janet M. Hild, husband and wife, that executed the within and foregoing instrument, and acknowledged the said instrument to be of their free and voluntary act and for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.  
  
Printed Name: KRISTIN M. GOLDFARB  
Notary Public in and for the State of Washington  
Residing at: Sammamish WA  
My Commission expires: 4.20.2012

**Exhibit D – Parcel 4**

**Owner(s) name and address:**

James L. Goedhart Trust dated February 14, 1997 (as to an undivided ½ interest) and  
Caroline Hazard Goedhart Trust dated February 14, 1997 (as to an undivided ½ interest)  
1208 East Lake Sammamish Parkway SE  
Sammamish, WA 98075

**Legal Description and Parcel Number:**

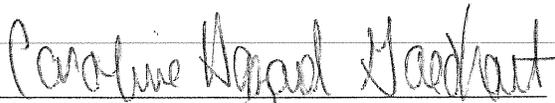
The North 660 feet of the West 660 feet of the Southwest ¼ of the Northwest ¼ of Section 5,  
Township 24 North, Range 6 East W.M.;  
Together with an easement for road purposed 20 feet in width being 10 feet on each side of  
the following described centerline:  
Beginning at the East ¼ corner of Section 6, Township 24 North, Section 6 East W.M.;  
Thence North 00 degrees 03 minutes 39 seconds West along the Section line 919.00 feet to  
the True Point of Beginning of this described centerline;  
Thence West 350 feet;  
Thence North 63 degrees 51 minutes 00 seconds West 50 feet, more or less, to the  
Northeasterly margin of Old Alexander County Road and the terminus of this described  
centerline;  
Together with an easement for road over the West 14 feet of the South 660 feet of the West  
660 feet of said Southwest ¼ of the Northwest ¼;  
Except any portion lying within the South 660 feet of the West 660 feet of said Southwest ¼  
of the Northwest ¼;  
Situate in the County of King, State of Washington.

Tax Parcel No.: 052406-9029-09

**Owner(s) Signature:**



James L. Goedhart, as Trustee of the James L. Goedhart Trust  
dated February 14, 1997 (as to an undivided ½ interest) WADL 10/11



Caroline Hazard Goedhart, as Trustee of the Caroline Hazard Goedhart Trust dated February  
14, 1997 (as to an undivided ½ interest) WADL 11/12

Exhibit D – Parcel 4  
Continued

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 27<sup>th</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James L. Goedhart, as Trustee of the James L. Goedhart Trust dated February 14, 1997 (as to an undivided 1/2 interest), that executed the within and foregoing instrument, and acknowledged the said instrument to be of his free and voluntary act and for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

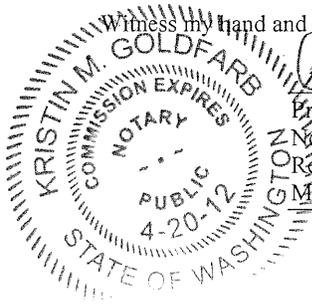


Kristin Goldfarb  
Printed Name: KRISTIN M. GOLDFARB  
Notary Public in and for the State of Washington  
Residing at: Sammamish, WA  
My Commission expires: 4.20.2012

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 27<sup>th</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Caroline Hazard Goedhart, as Trustee of the Caroline Hazard Goedhart Trust dated February 14, 1997 (as to an undivided 1/2 interest), that executed the within and foregoing instrument, and acknowledged the said instrument to be of her free and voluntary act and for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Kristin Goldfarb  
Printed Name: KRISTIN M. GOLDFARB  
Notary Public in and for the State of Washington  
Residing at: Sammamish, WA  
My Commission expires: 4.20.2012

**Exhibit E**

Legal Description of Center Line of Easement Area

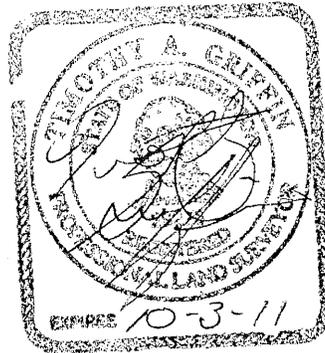
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ACCESS AND UTILITY EASEMENT HILD/COVENANT MORTGAGE

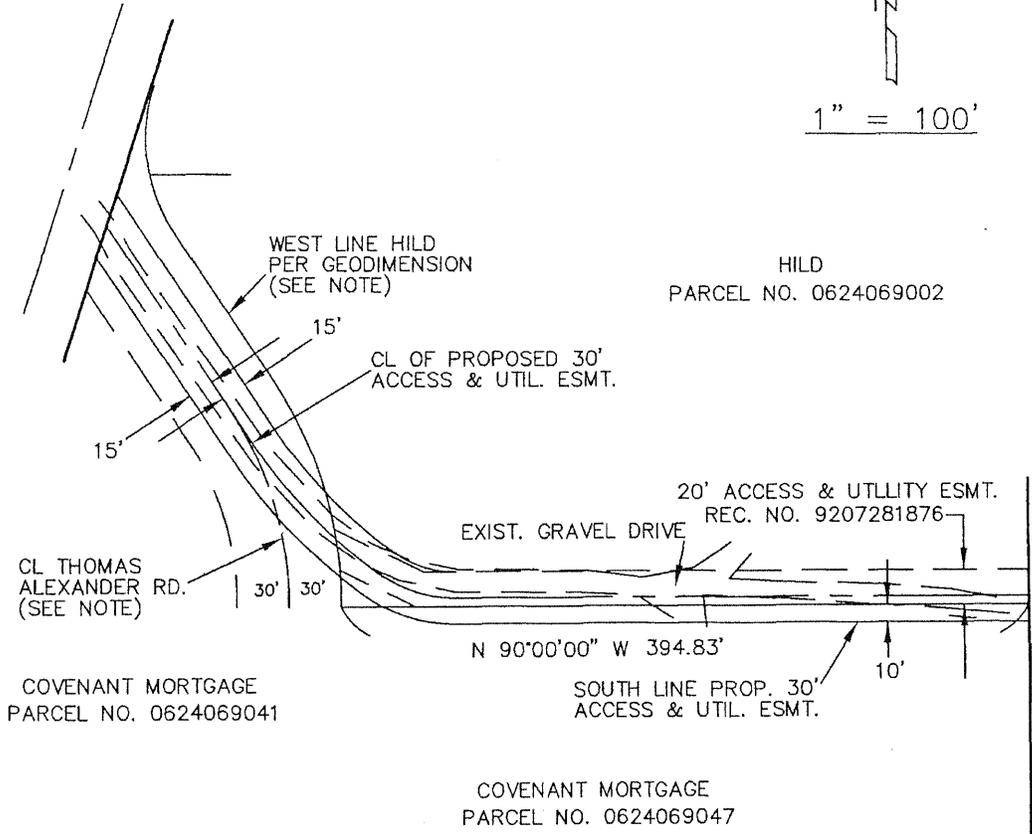
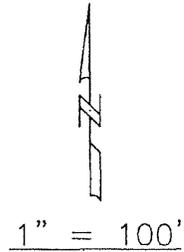
A 30 FOOT WIDE STRIP OF LAND BEING A PORTION OF GOVERNMENT LOT 2 IN SECTION 6, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUTNY, WASHINGTON, LYING 15.00 FEET, AS MEASURED PERPENDICULLARLY, ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION;  
THENCE NORTH 00°03'34" WEST, ALONG THE EAST LINE OF SAID SECTION, 914.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;  
THENCE NORTH 90°00'00" WEST 329.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET;  
THENCE NORTHWESTERLY THROUGH SAID CURVE AN ARC DISTANCE OF 47.99 FEET WHILE CONSUMMING A CENTRAL ANGLE OF 36°39'39" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET;  
THENCE NORTHWESTERLY THROUGH SAID CURVE AN ARC DISTANCE OF 104.12 FEET WHILE CONSUMMING A CENTRAL ANGLE OF 19°53'09" TO A POINT OF TANGENCY;  
THENCE NORTH 33°27'08" WEST 149.85 FEET, MORE OR LESS, TO THE EAST MARGIN OF EAST LAKE SAMMAMISH PARKWAY SOUTHEAST AND THE TERMINUS OF SAID CENTERLINE AND EASEMENT. THE SIDE LINES OF SAID STRIP WILL SHORTEN OR LENGHTEN TO LIE WITHIN SECTION 6 AND THE EAST MARGIN OF EAST LAKE SAMMAMISH PARKWAY SOUTHEAST.



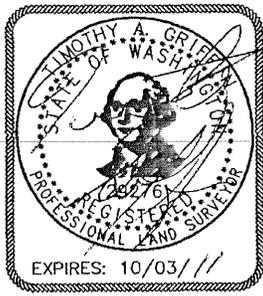
1-27-10

COVENANT MORTGAGE CORP.  
ACCESS AND UTILITY EASEMENT  
with HILD PROPERTY



NOTE:  
CENTERLINE OF THOMAS ALEXANDER  
ROAD AND WEST LINE OF HILD  
PROPERTY PER FROM "TOPOGRAPHIC  
AND BOUNDARY SURVEY" BY  
GEODIMENSIONS JOB NUMBER 6345,  
DATED 12-13-06 REV. 11-18-09.

GL 2, SEC. 6. T. 24N., R. 6E., W.M.



1-07-10

09020

**Tyee Surveyors**  
Professional Land Surveyors  
7537 11TH AVE. NE SEATTLE, WA. 98115  
PHONE: (206) 525-3660 FAX: (206) 525-0334



**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2010-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, VACATING UNOPENED THOMAS  
ALEXANDER ROAD (AKA COUNTY ROAD No. 867 AND  
AKA OLD MONOHAN ROAD)**

WHEREAS, on September 15, 2009 and October 6, 2009, the Sammamish City Council adopted Resolution Nos. R2009-382 and R2009-388, respectively, initiating consideration of vacation of unopened Thomas Alexander Road (aka County Road No. 867 and aka Old Monohan Road) lying easterly of and between the 1100 through 1400 blocks of East Lake Sammamish Parkway SE (further described hereinafter); and

WHEREAS, on October 20<sup>th</sup> and November 3<sup>rd</sup>, 2009 and January 5<sup>th</sup> and January 19<sup>th</sup>, 2010, public hearings were held and public testimony taken regarding vacation of said unopened right of way; and

WHEREAS, the owners of Assessor’s Tax Parcel Nos. 062401904102, 062406904706, 062406900209 and 052406902909 have agreed to execute an “Easement for Ingress and Egress and Provision of Utilities with Road Maintenance Agreement” with, and in favor of, each other, including across their respective portions of the vacated Thomas Alexander Road right of way, if any; and

WHEREAS, the City Council finds there are sufficient grounds for the vacation of said right-of-way, and that vacation thereof would be in the public interest;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH,  
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Street Vacation. The following described portions of City right-of-way are hereby vacated:

THAT PORTION OF UNOPENED THOMAS ALEXANDER ROAD SE (AKA COUNTY ROAD NO. 867 AND AKA OLD MONOHAN ROAD) LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY MARGIN OF OPEN AND IMPROVED EAST LAKE SAMMAMISH PARKWAY SE AND BEING FURTHER DESCRIBED AS BEING LOCATED IN THE 1100 THROUGH 1400 BLOCKS OF EAST LAKE SAMMAMISH PARKWAY SE ADJACENT TO THE FOLLOWING PROPERTIES:

KING COUNTY ASSESSOR’S PARCEL NOS. 0624069087, 0624069109,

0624069047, 0624069002, 0624069068 AND 0624069041, ALL AS DEPICTED ON THE ATTACHED DRAWING LABELED ATTACHEMENT A.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF FEBRUARY 2010.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

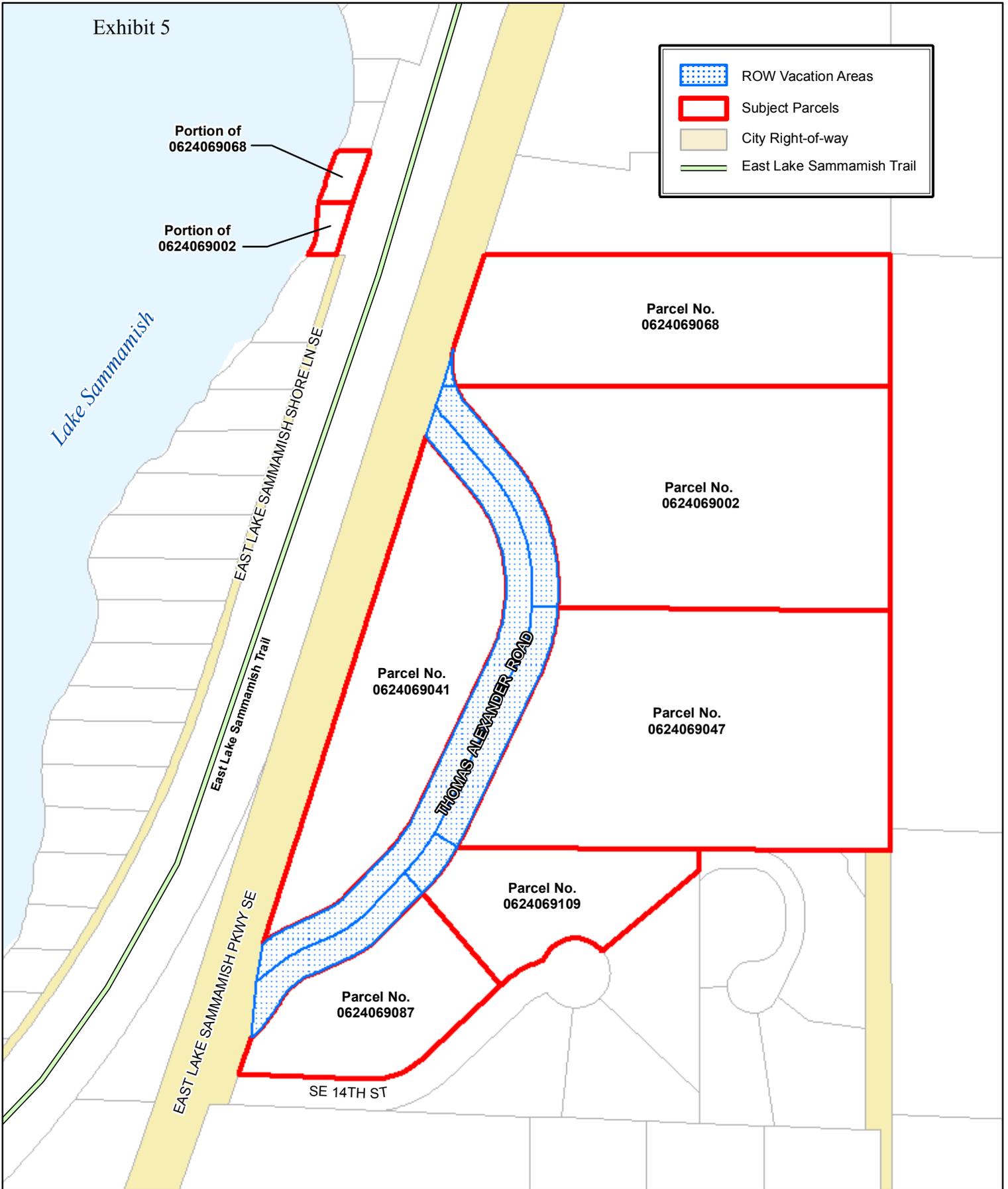
\_\_\_\_\_  
Bruce L. Disend, City Attorney

|                            |                  |
|----------------------------|------------------|
| Filed with the City Clerk: | October 17, 2009 |
| Public Hearing:            | October 20, 2009 |
| First Reading:             | October 20, 2009 |
| Public Hearing:            | November 3, 2009 |
| Public Hearing:            | January 5, 2010  |
| Public Hearing:            | January 19, 2010 |

Passed by the City Council:  
Date of Publication:  
Effective Date:



|   |                           |
|---|---------------------------|
|  | ROW Vacation Areas        |
|  | Subject Parcels           |
|  | City Right-of-way         |
|  | East Lake Sammamish Trail |



Portion of 0624069068

Portion of 0624069002

Lake Sammamish

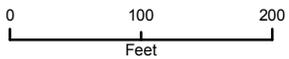
EAST LAKE SAMMAMISH SHORE LN SE

East Lake Sammamish Trail

EAST LAKE SAMMAMISH PKWY SE

THOMAS ALEXANDER ROAD

SE 14TH ST



**Exhibit A**

**RIGHT-OF-WAY VACATION  
Thomas Alexander Road**

Sammamish Ordinance 02009 - \_\_\_\_\_







## CITY COUNCIL AGENDA BILL

---

**Subject:**  
Sammamish Sustainability Strategy – Authorization  
of Consultant Contract

**Meeting Date:** February 2, 2010

**Date Submitted:** January 27, 2010

**Originating Department:** Community Development

**Clearances:**

**Action Required:**  
Authorize the City Manager to sign the contract with  
O'Brien & Company for consulting work on the  
City's Sustainability Strategy.

|   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>              |
| <input type="checkbox"/> <b>Public Works</b>            | <input type="checkbox"/> <b>Fire</b>                |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input checked="" type="checkbox"/> <b>Attorney</b> |

**Exhibits:**  
1. Contract and associated Exhibits A, B, C & D

---

**Budgeted Amount:** A total of \$20,000 is allocated in the budget. An additional \$5,000 is allocated as a project contingency.

---

**Summary Statement:**

Sammamish's vision is to become an environmentally and economically sustainable community through the crafting and implementation of an achievable, multi-faceted and measurable strategy that maximizes opportunity and efficiency while minimizing cost. Undertaking this work will help Sammamish contribute toward larger regional and global goals such as mitigating the effects of climate change and will make our community an even better place to live, work and play.

A comprehensive Sustainability Strategy will enhance the city's ability to maximize efficient use of existing resources and take into consideration financial strategies employed to accomplish sustainable goals. Our Sustainability Strategy will:

- Identify public policy **goals** (ex. reduce greenhouse gas emissions)
- Describe **strategies** for goal implementation (ex. reduce energy use in buildings, vehicles)
- Detail implementation **actions** for each strategy (ex. upgrade lighting fixtures and purchase vehicles with greater fuel economy)
- Establish **benchmarks** for evaluating strategy effectiveness to guide needed performance improvements (ex. measure actual energy and fuel usage, estimate carbon emissions)

The Sammamish Sustainability Strategy will consist of a written and publishable document that describes the goals, objectives and elements of the city’s strategy. The document will be user-friendly, easy to understand and will dovetail well with existing City policy and planning documents.

**Background:**

Sammamish received a \$135,000 federal stimulus grant under the Energy Efficiency Community Block Grant program and we have identified up to \$25K of those grant funds to be used to develop a sustainability strategy. The strategy will be developed through a variety of mechanisms including in-house resources, consultant services and stakeholder input. The strategy will incorporate:

- City Council guidance on vision and goals
- An effective community involvement process
- Learning from the experience of peer cities
- Input from the Planning Commission and Parks Commission
- Holding a staff workshop

**Financial Impact:**

A total of \$135,000 has been awarded to the City in a grant from the U.S. Department of Energy. \$25,000 of this grant is allocated for consultant services on the Sammamish Sustainability Strategy in 2010 and 2011. A summary of project expenses follows:

|                     |                     |
|---------------------|---------------------|
| Consultant Services | \$ 20,000.00        |
| Project Contingency | <u>\$ 5,000.00</u>  |
|                     | <b>\$ 25,000.00</b> |

**Recommended Motion:**

Move to authorize the City Manager to sign the contract with O’Brien & Company in the amount of \$20,000.00 and to administer a \$5,000.00 contingency on the project.

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: O'Brien & Company

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and O'Brien & Company, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

**1. Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

**2. Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$20,000

Other (describe): \_\_\_\_\_  
\_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

**3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending March 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

**5. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

## Exhibit 1

### 7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### **Other Insurance Provisions**

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

#### **Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

## Exhibit 1

### **8. Record Keeping and Reporting.**

**A.** The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

**B.** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

### **10. Termination.**

**A.** This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

**B.** In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

**C.** This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

**D.** The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

**E.** This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**14. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**15. Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

Exhibit 1

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name O'Brien & Company  
Contact Name Kathleen O'Brien  
Street Address 811 First Avenue, Suite 380  
City, State Zip Seattle, WA 98104  
Phone Number 206-621-8626  
Email kathleen@obrienandco.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: \_\_\_\_\_

By: Donna E Frost

Title: City Manager

Title: Business Manager/Treasurer

Date: \_\_\_\_\_

Date: 1/26/10

Attest/Authenticated:

Approved As To Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## EXHIBIT A – SCOPE OF SERVICES

**Work Product:** The Sammamish Sustainability Strategy will consist of a written and publishable document that describes the goals, objectives and elements of the city’s strategy. The document should be user-friendly, easy to understand, and should dovetail well with existing City policy and planning documents.

All work described herein to be completed in coordination with, and under the guidance of, city staff. In some cases, staff and the consultant may agree that staff will perform selected tasks in lieu of, or in addition to, consultant work.

The sustainability planning services to be performed by the CONSULTANT will include, but are not limited to the following tasks:

### **Task 1. Kick-off meeting**

Meeting preparation and participation to determine work plan, assign tasks, and to confirm project scope and deliverables.

**Deliverables:** *Meeting Minutes & Project Work Plan*  
**Approximate Budget:** *\$500\**

### **Task 2. City Staff Sustainability Workshop**

Prepare for and facilitate an interactive workshop to:

- Educate staff on sustainability planning opportunities, indicators and metrics;
- Obtain information from staff as to current practices and existing internal resources relevant to sustainability;
- Gather input on desired sustainability strategy goals, priorities, and outcomes;
- Refine the sustainability vision;
- Identify both long- and short-terms goals for City operations; and,
- Select short-term priorities and actions.

**Deliverables:** *Workshop presentation & materials*  
*Summary and Preliminary Recommendations*  
**Approximate Budget:** *\$4,000\**

### **Task 3. Community Outreach & Council Coordination**

Identify meaningful & effective outreach mechanisms and prepare a plan for public participation that includes a set of outreach options for City staff to review and select for implementation.

Coordinate with City staff to identify key stakeholders and existing community events & meetings to attend. Prepare materials for, and participate in, community workshops. Develop draft text for, and review, community outreach materials such as website text, flyers, email project updates, media advisories, listserv

notices, etc. Graphic design services for materials shared with public will be the responsibility of the City.

Participate in City staff efforts to prepare Council briefings, project updates, and presentations. Present draft and final strategy to Council (two (2) meetings are anticipated).

**Deliverables:** *Community meeting materials*  
*Meeting summaries (key findings & themes)*  
*Review & edits of other City publications related to*  
*Sustainability Planning*

**Approximate Budget:** \$6,500\*

#### **Task 4. Sustainability Strategy Development**

Produce a Sustainability Strategy that includes, at minimum, the following components:

- Sustainability vision & priorities;
- Overarching goals;
- Recommended performance indicators;
- Recommended tools to measure progress;
- Guidance to City on how to best use recommended tools for future implementation; and,
- Draft near term action plans with references to cost to assist staff with baseline numbers for 2011 budget planning cycle.

More specifically, the strategy will address and/or include the following:

- a. Applicable public policy goals and objectives that are informed by, and reflect, the priorities of our community;
- b. Recommendations for targets and both short- and long-term actions for achieving the City's sustainability and energy goals;
- c. Guidance on how existing policies, practices, efforts, and recommended actions fit with future sustainability planning. This may include comments on concurrent efforts to incorporate sustainability into the Town Center.
- d. Guidance on sustainability metrics and performance indicators most appropriate given the City's sustainability goals. In particular, guidance on tools to use to establish the City greenhouse gas baseline inventory, from which to measure progress over time;
- e. Recommended priorities for cross-departmental strategy implementation that builds upon, and aligns with, the City's work program as well as other existing City policies; and
- f. Recommended performance indicators, and other measures and tools for tracking and improving progress over time.

The consultant will provide a draft strategy for City comment and review. A second draft will be presented to the Community for review. City staff will compile community comments to incorporate into the final strategy deliverable. The

Consultant will deliver the final strategy in a graphically pleasing but simple, concise format anticipated to be between 15 and 25 pages.

**Deliverables:** *Draft and Final Sustainability Strategy  
Review of additional relevant City documents and strategies to ensure consistency*

**Approximate Budget:** \$8,000\*

**Task 5. Project Management and Meetings**

Provide general project management service to monitor, update, and achieve project work plan and meet delivery timeline to enable adoption of the final strategy in early 2011.

**Deliverables:** *Attendance at planning meetings  
Monthly Progress Reports (e-mail)*

**Approximate Budget:** \$1,000\*

*\*Cost estimates shown above for individual tasks are subject to change based on discussion between the City and the Consultant and final approval from City.*

**Estimated Project Timeline\*\***

| <b>Item Description</b>   | <b>Target Deadline</b>                           |
|---|--|
| 1. City Council contract review and approval                                  | February 2, 2010                                 |
| 2. City staff workshop w/ consultant attendance and participation             | 1 <sup>st</sup> Quarter, 2010                    |
| 3. Community outreach w/ consultant attendance and participation              | 2 <sup>nd</sup> & 3 <sup>rd</sup> Quarters, 2010 |
| 4. Develop Draft Environmental Sustainability Strategy                        | 2 <sup>nd</sup> & 3 <sup>rd</sup> Quarters, 2010 |
| 5. Draft strategy review by City Staff, Planning Commission, and City Council | 3 <sup>rd</sup> Quarter, 2010                    |
| 6. Community Review of Draft Strategy   | 3 <sup>rd</sup> & 4 <sup>th</sup> Quarters, 2010 |
| 7. Incorporate comments and submit final Strategy                             | 4 <sup>th</sup> Quarter, 2010                    |
| 8. City Council review and adoption   | 1 <sup>st</sup> Quarter, 2011                    |
| 9. Implementation   | 1 <sup>st</sup> Quarter, 2011 - ongoing          |

*\*\*This schedule is preliminary and is subject to change based on revisions agreed upon by the City and Consultant.*

EXHIBIT B



**REQUEST FOR CONSULTANT PAYMENT**

To: City of Sammamish  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075  
 Phone: (425) 295-0500  
 FAX: (425) 295-0600

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: O'Brien & Company

Mailing Address: 811 First Avenue, Suite 380  
Seattle, WA 98104

Telephone: 206-621-8649

Email Address: kathleen@obrienandco.com

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: Sammamish Sustainability Strategy

\_\_\_\_\_  
 Authorized signature

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

*For Department Use Only*

|                       |  |
|-----------------------|--|
| Total contract amount |  |
| Previous payments     |  |
| Current request       |  |
| Balance remaining     |  |
|                       |  |

|                                 |
|---------------------------------|
| Authorization to Consultant: \$ |
|                                 |
| Account Number:                 |
| Date:                           |

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

**Finance Dept.**

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



**TAX IDENTIFICATION NUMBER**

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor               Other (explain)

TIN No.:                      65-1313009

Social Security No.: \_\_\_\_\_

Print Name:                      Donna Trost

Title:                              Business Manager

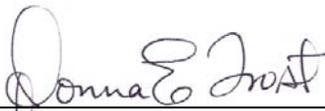
Business Name:                      O'Brien & Company LLC

Business Address:                      811 First Avenue, Suite 380

Business Phone:                      206-621-8626

01/26/2010  
\_\_\_\_\_

Date

  
\_\_\_\_\_  
Authorized Signature (Required)

## EXHIBIT D – BILLING RATES



## 2010 Billing Rates

| O'Brien & Company Staff             | 2010 Rates |
|-------------------------------------|------------|
| Kathleen O'Brien, President         | 175        |
| Elizabeth Powers, Principal         | 150        |
| Alistair Jackson, Principal         | 150        |
| Yvonne Krauss, Project Manager      | 125        |
| Nora Daley-Peng, Project Manager    | 125        |
| James Jenkins, Project Manager      | 125        |
| Kathleen Smith, Project Associate   | 125        |
| Andrea Lewis, Project Associate     | 115        |
| Chris Edlin, Project Associate      | 115        |
| Jodie Clarke, Project Associate     | 110        |
| Elly Bunzendahl, Project Associate  | 110        |
| Kelly Kirkland, Project Associate   | 110        |
| Cassandra Delaune, SDTI Coordinator | 100        |
| Colleen Groll, Project Associate    | 100        |
| Brooke Best, Project Assistant      | 90         |
| Jesse Diaz, Project Assistant       | 90         |
| Michelle Bombeck, Project Assistant | 90         |
| Shino Severson, Project Assistant   | 90         |
| Administrative Assistants           | 75         |
| Research Assistants                 | 65         |