

02/11/15



**Agenda Sheet for City Council Meeting of:**  
02/23/2015

<b>Date Rec'd</b>	2/11/2015
<b>Clerk's File #</b>	OPR 2015-0099
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	UTILITIES
<b>Contact Name/Phone</b>	KEN GIMPEL 625-6532
<b>Contact E-Mail</b>	KGIMPEL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	MOU PROVIDE REGIONAL WASTE REDUCTION/RECYCLING

**Agenda Wording**

Memorandum of Understanding with Spokane County for the City to provide regional waste reduction and recycling outreach and education.

**Summary (Background)**

This MOU formalizes the duties of the City and County for providing regional waste reduction and recycling outreach and education as required in the County Solid Waste Mangement Plan. Through the agreement the county will reimburse the City 87.5% of the total costs of services recognizing that these services benefit all jurisdictions participating in the Regional Solid Waste System.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ 200,000.00	#	4490-94402-37079-33431
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ROMERO, RICK	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	PWC 10/13/14
<b>Finance</b>	LESNESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>	CODDINGTON, BRIAN		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

APPROVED BY SPOKANE CITY COUNCIL ON  
 2/23/2015  
 [Signature]  
 SPOKANE CITY CLERK

**BRIEFING PAPER**  
**Council Briefing Session**  
**Solid Waste Disposal Department**  
**February 9, 2015**

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**Subject**

Memorandum of Understanding (MOU) between the City of Spokane and Spokane County for regional waste reduction and recycling outreach and education.

**Background**

For the past 24 years, the Spokane Regional Solid Waste System, a City department, has provided county-wide waste reduction and recycling outreach and education. This outreach and education is a required element of the County's Solid Waste Management Plan pursuant to RCW 70.95.

Because it is a required element, it is eligible for Coordinated Prevention Grant (CPG) funding from the Department of Ecology. The CPG is a 75% grant with a 25% local match requirement. The City, as the Spokane Regional Solid Waste System, has historically administered the CPG and provided the local match. On November 17, 2014 the County assumed responsibility for the Regional Solid Waste System. In addition, the CPG was transferred from the City to the County.

During the Regional Solid Waste System transition negotiations with the County, it was determined that maintaining a comprehensive, consistent waste reduction and recycling outreach and education program was imperative to a successful transition. The City and County agreed to enter into this MOU whereby the City of Spokane's Recycling Education Coordinator would continue to provide regional waste reduction and recycling outreach and education. In essence, maintaining the very successful outreach and education programs that have been in place for two decades.

**Impact**

This MOU formalizes the duties of the City and County in respect to regional waste reduction and recycling outreach and education services. City residents and businesses will continue to receive the high level of outreach and education services and programs they have come accustomed to.

**Action**

Recommend approval of the MOU with Spokane County.

**Funding**

The County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions (including the City) participating in the Regional Solid Waste System.

City Clerk's No. OPR 2015-0099

Spokane County No. 2015-01106

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "County", and collectively referred to, along with the City, as the "Parties."

WHEREAS, as manager of the Spokane Regional Solid Waste System, the City was awarded Grant No. G1400203 (Grant), by the Washington State Department of Ecology (Ecology) for the Coordinated Prevention Grant to provide partial funding for various eligible solid waste reduction education and outreach activities; and

WHEREAS, at the time of grant application, it was uncertain whether the City or County would be managing the System for the entire term of the grant; however, it was known that the grant-funded activities would continue throughout the two-year term of the grant; and

WHEREAS, the County will be assuming the responsibility for management of the Spokane County Regional Solid Waste System effective November 17, 2014; and, as a result, the County shall be responsible for providing education, public outreach, and waste reduction services as required under RCW 70.95.090; and

WHEREAS, Ecology, the City, and the County have agreed that the grant agreement with the City will be replaced with a grant agreement between Ecology and the County effective November 17, 2014; and

WHEREAS, the County intends to submit the grant application to Ecology for continued Coordinated Prevention Grant funding for the two-year period beginning July 1, 2015 and ending June 30, 2017; and

WHEREAS, the City is agreeable to providing certain services to the County associated with the education, public outreach, and waste reduction programs for the Spokane County Regional Solid Waste System, as listed on Attachment A hereto; and

WHEREAS, the Parties desire to execute a Memorandum of Understanding (MOU) that clarifies the responsibilities of the Parties and the points of agreement relative to the City's provision of certain services and the County's payment therefore,

NOW, THEREFORE:

The Parties agree as follows:

1. PURPOSE.

The purpose of this MOU is to formalize the arrangement between the Parties for utilization of the Coordinated Prevention Grant (Grant No. G1400203) Attachment A, which was awarded to the City, as the former manager of the Spokane Regional Solid Waste System (System). Since award of the Grant, the County has assumed the responsibility for management of the System, effective November 17, 2014.

2. RESPONSIBILITIES.

A. The County shall:

- 1) Coordinate with the City to develop and establish budget estimates and timeframes for the specific services listed in Attachment B hereto.
- 2) Provide written direction to the City to proceed with the specific services within the agreed budgets and timeframes.
- 3) Review quarterly billings and documentation from the City for the specific services requested and provided, and timely notify the City of any additional information needed to facilitate the submittal of reimbursement requests to Ecology.
- 4) Submit reimbursement requests to Ecology on a quarterly basis for grant-eligible City costs pertaining to the requested services. Submit the required financial and programmatic reports in the format specified in Attachment C - Ecology Form C2, Attachment D and Attachment E - Ecology Forms E and H to the Department of Ecology for approval.
- 5) Reimburse the City for 87.5% of the costs of the requested services within 30-days of the reimbursement from Ecology, using a combination of grant funds, Spokane County Regional Solid Waste System revenues, and other

funding.

B. The City shall:

- 1) Provide budget estimates and schedules for services requested by the County.
- 2) Proceed with specific services requested by the County upon written notice from the County to proceed with those services.
- 3) Notify the County in the event of any anticipated budget exceedance for the requested services.
- 4) In order to facilitate the County's submission of eligible costs to Ecology for reimbursement, as well as in support of reporting the outcomes of the task(s) performed, the City will provide the County with the proper progress reports, expense forms, and backup documentation in the format provided in: Attachment C - Ecology Form C2; Attachment D; and Attachment E - Ecology Forms E and H. The required reports shall be submitted quarterly, along with the request for reimbursement in the electronic Ecology format provided.

Any additional supporting documentation – including copies of invoices, purchase receipts, payroll reports, a brief summary of the task(s) performed, ads or handouts – shall be submitted in PDF format.

All time and attendance documentation must be completed on Ecology Forms E and H, signed in blue ink and original hard copies submitted to the County. In conjunction with each request for reimbursement, the City certifies that the services do not duplicate any services to be charged against any other grant, subgrant, or other funding source.

- 5) The City shall submit reimbursement requests and progress reports to:

Bill Wedlake, Solid Waste Manager  
Spokane County Division of Utilities  
1026 W. Broadway Avenue, 4<sup>th</sup> Floor  
Spokane, WA. 99260

3. COMPENSATION.

The City shall submit invoices quarterly to the County by January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>. The County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions (including the City) participating in the Regional Solid Waste System. The County shall make such payments to the City within 30 days of the County's receipt of reimbursements from Ecology.

The resulting distribution of costs and funding sources is therefore as follows:

<b>Funding Source for Services</b>	<b>Portion</b>
Department of Ecology, state grant funds	75%
City of Spokane, Solid Waste Disposal Department	12.5%
Spokane County, Solid Waste System Gate Fees	12.5%

Payments to the City over the term of this MOU shall not exceed \$200,000.00, unless an increase in the total of payments is mutually agreed by the Parties in writing.

4. TERM.

The term of this MOU shall be November 17, 2014 to November 16, 2015. The Parties may extend the term of the MOU by mutual agreement.

5. NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

6. ANTI-KICKBACK.

No officer or employee of the City or County, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the MOU, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.

7. NOTICES.

Any notice(s) under this MOU shall be in writing and either personally served or sent by certified mail, return receipt required, to the following persons:

City: Mayor  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3317

With a copy to:

Spokane City Attorney's Office  
808 West Spokane Falls Boulevard, 5<sup>th</sup> Floor  
Spokane, Washington 99201-3317

County: Spokane County Commissioners  
Spokane County  
1116 West Broadway Avenue  
Spokane, Washington 99260

8. WAIVER.

Failure by the City or County to enforce every term and condition of this MOU shall not be considered a waiver of any portion of this MOU; and the Parties reserve the right to enforce every provision to the fullest extent at any time.

9. AMENDMENTS.

This MOU may be amended or modified at any time by mutual written agreement of the Parties. Any amendment or modification shall be in writing and signed by the Parties with the same formalities as this document.

10. SEVERABILITY.

If any portion of this MOU should become invalid or unenforceable, the remainder of the document shall remain in full force and effect.

11. RCW 39.34 REQUIRED CLAUSES.

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D. Responsibilities of the Parties: See provisions above.
- E. MOU to be Filed: The CITY shall file this MOU with its City Clerk. The COUNTY shall file this MOU with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This MOU can be terminated in accordance with Section 4 above.
- H. Property Upon Termination: All property acquired during the term of this MOU will remain the property of the entity whom was responsible for

payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

Dated on 03.02.2015

CITY OF SPOKANE

By: David A. Condon

Title: David A. Condon  
Mayor  
City of Spokane

Attest:

Len Hays  
City Clerk

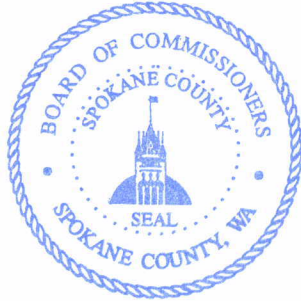
Approved as to form:  
[Signature]  
Assistant City Attorney





Dated on 3.3.2015

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



ATTEST:

Daniela Erickson  
Daniela Erickson  
Clerk of the Board

Absent  
Al French, ~~Chair~~ Commissioner

Todd Mielke  
Todd Mielke, ~~Vice Chair~~ Chair

Shelly O'Quinn  
Shelly O'Quinn, Commissioner

Approved as to form:

Chief D.P.A. King  
Prosecuting Attorney

**Attachment A  
Coordinated Prevention Grant Agreement  
Grant No. G1400203**

DPR 2013-0761

RECEIVED  
12-23-13  
R CITY CLERK'S OFFICE  
SPOKANE, WA



**DEPARTMENT OF  
ECOLOGY**  
State of Washington

Dr.  
Ec.

1  
11-23

**COORDINATED PREVENTION GRANT AGREEMENT**

**BETWEEN THE**

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF SPOKANE**

**Grant No. G1400203**

Washington State Department of Ecology  
Grant No. G1400203  
City of Spokane  
Page 2 of 27

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 City of Spokane, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

**JURISDICTION:** City of Spokane:  
**MAILING ADDRESS:** 808 W. Spokane Falls Blvd., Suite 606  
**CITY, STATE, ZIP:** Spokane, WA 99201-3333

**RECIPIENT GRANT COORDINATOR:** Suzanne Tresko  
**TELEPHONE:** 509-625-6529  
**E-MAIL:** [stresko@spokanecity.org](mailto:stresko@spokanecity.org)

**RECIPIENT BILLING/INVOICE  
COORDINATOR:** Crystal Marchand  
**TELEPHONE:** 509-625-6547  
**E-MAIL:** [cmarchand@spokanecity.org](mailto:cmarchand@spokanecity.org)

**ECOLOGY GRANT OFFICER:** Laurie Dahmen  
**TELEPHONE:** 509-329-3432  
**E-MAIL:** [laurie.dahmen@ecy.wa.gov](mailto:laurie.dahmen@ecy.wa.gov)

**FUNDING SOURCE:** Local Toxics Control Account  
**MAXIMUM ELIGIBLE COST:** \$ 1,871,145.33  
**STATE GRANT SHARE:** \$ 1,403,359.00  
**LOCAL SHARE:** \$ 467,786.33  
**STATE MAXIMUM GRANT PERCENT:** 75 %  
**FEDERAL TAX IDENTIFICATION NO.:** 91-6001280

**EFFECTIVE DATE OF THE AGREEMENT:** 07-01-2013  
**EXPIRATION DATE OF THE AGREEMENT:** 06-30-2015

**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. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work 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 and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

The RECIPIENT shall identify the work plan and activities by "Quarter." A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with the ECOLOGY grant officer. ECOLOGY shall document mutually agreed changes to the plan in writing.

**CATEGORY: Planning**

- I. **TASK TITLE:** Spokane County Comprehensive Solid Waste Management Plan Update  
Task Coordinator – Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 250,000.00

**Task Description:** The RECIPIENT will contract with a consultant to assist Spokane Regional Solid Waste System (SRSWS) staff in reviewing and updating the 2009 Spokane County Comprehensive Solid Waste Management Plan Update (2009 Plan). The task will follow solid waste plan review and update requirements from the most recent Ecology publication for Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions.

The following activities and associated costs are identified for reimbursement under this agreement:

- City of Spokane and Spokane County staff wages, benefits and overhead
- Contractor work performed under this task

**Target Audience:** Spokane County local governments, residents, and businesses.

**Goal Statement:** Maintain compliance with 70.95 RCW requirements.

**Outcome Statement:** This task will provide a comprehensive solid waste management plan update that will serve as a responsible road map for Spokane County solid waste reduction, reuse, and recycling programs, and identify necessary operations and facility needs.

**Estimated outcomes produced with available budget:** One current solid waste management plan.

**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	Initiate consultant selection process.	<b>Jul- Sep</b>	Same as Oct - Dec GRANT - YEAR 1
<b>Oct- Dec</b>	Contract consultant will develop timeline of solid waste plan deliverables.	<b>Oct- Dec</b>	Same as Oct - Dec GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Oct - Dec GRANT - YEAR 1	<b>Jan-Mar</b>	No activity.
<b>Apr-Jun</b>	Same as Oct - Dec GRANT - YEAR 1	<b>Apr-Jun</b>	No activity.

**Method of Evaluation:** The consultant's timeline of solid waste plan deliverables will be used to evaluate task completion.

**CATEGORY: Moderate Risk Waste**

2. **TASK TITLE: Moderate Risk Waste Collection and Disposal**  
**Task Coordinator – Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)**  
**Maximum Eligible Task Cost: \$ 692,145.33**

**Task Description:** The RECIPIENT will provide ongoing hazardous waste education on disposal options to residents and small businesses. The RECIPIENT will provide ongoing disposal for household hazardous waste (HHW) and will help coordinate collection of other moderate risk waste (MRW). The RECIPIENT employees and neighboring community staff will continue to be trained for proper handling of hazardous materials. Community education will be achieved through one-on-one outreach at the SRSWS facilities, educational materials and technical assistance.

SRSWS operates three (3) fixed HHW facilities:

- Waste to Energy facility
- North County Transfer Station
- Valley Transfer Station

The facilities are open seven (7) days a week (except City holidays) from 7:30 a.m. to 5:00 p.m., and offer residents a convenient disposal option for household hazardous materials. Trained staff screens the materials, then sort for recycling or disposal through contractors, or set out appropriate items for reuse. This task also includes refrigerant removal from discarded appliances by trained SRSWS staff.

Businesses that are small quantity generators (SQG's) of hazardous waste receive technical assistance from trained SRSWS staff. Businesses may choose to meet with a hazardous waste contractor at the Valley Transfer Station for proper disposal by working directly with the contractor. The RECIPIENT only acts as the host for these business transactions; no MRW or money is exchanged between the RECIPIENT and the business.

*Note: The Coordinated Prevention Grant Program does not pay for the disposal costs for Small Quantity Generators. Additionally, this grant does not cover those costs already covered under the E-Cycle Washington program.*

*Furthermore, expenses relating to the collection and recycling of mercury containing lights shall be eligible for CPG reimbursement until such time that the Mercury Light Recycling program is fully implemented or the grant agreement expires, whichever is the earliest date. Consult your grant officer for more information.*

Hazardous materials training for RECIPIENT (SRSWS)/government staff includes the HAZWOPER 24 hour courses and 8 hour refreshers, planning and participation in MRW related conferences/courses and refrigerant recovery certification training and testing.

Community education includes collaboration with organizations and stakeholders, such as the Spokane Aquifer Joint Board and Spokane EnviroStars promoting the proper management and disposal of MRW to protect the Spokane River and Spokane-Rathdrum Prairie aquifer, and others with like missions. Education methods include daily interactions with the public by staff and distribution of printed materials.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Maintaining and operating HHW facilities
  - Training and memberships associated with HHW and MRW activities
  - Collection events
  - Education and outreach, including support for other collaborating stakeholders and agencies, i.e. Spokane Aquifer Joint Board, EnviroStars and others
  - Assisting the public and SQG's
- **Contractor work covered under this task**
- **Purchases**
  - Various methods of media advertising for events, education and announcements
  - Educational material costs
  - Collection event supplies
  - Transportation costs

**Target Audience:** City of Spokane employees, neighboring county MRW staff, Spokane County residents and commercial MRW generators.

**Goal Statement:** The goal of this task is to reduce the toxicity of Spokane County's municipal solid waste stream by toxics reduction education, diversion and proper disposal of hazardous chemicals from households and small quantity generators.

**Outcome Statement:** The RECIPIENT will continue to reuse, recycle, and properly dispose of HHW brought into the HHW facilities from residents in Spokane County. The RECIPIENT will continue to consult and facilitate proper handling of SQG hazardous waste and other commercial moderate risk and hazardous waste in Spokane County. The RECIPIENT will continue to provide training for HHW and MRW programs to local and surrounding jurisdictions.

The outcomes are based on the proposed grant contract budget which covers a portion of the actual costs.

*Note: Anticipated costs for MRW staff, training, materials processing, and public education for the 24- month grant period are \$1,600,000.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** 425 tons    **Recycling/Reuse:** 260 tons    **Organics Diversion:** -0-  
**Residential Contacts:** 675    **Residential Participants:** 600  
**Business Contacts:** 100    **Business Participants:** -0-  
**Other Outcomes:** Employee education and training: 15 staff  
 Education and training surrounding jurisdictions: 15 staff

**Work Plan, Deliverables and Timeline:**

GRANT- YEAR 1		GRANT- YEAR 2	
<b>Jul- Sep</b>	SRSWS will operate three (3) HHW facilities; facilitate proper SQG collection; train MRW management procedures as an effective and efficient means of collecting and reusing, recycling or properly disposing MRW in Spokane County.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** The RECIPIENT will track the number of households participating at the HHW drop off facilities, the tonnage or gallons of HHW diverted based on contractor records, and estimate the number of households and businesses contacted with outreach messages.

**CATEGORY: Waste Reduction and Recycling**

3. **TASK TITLE:** Cheney Recycling Facility  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 40,000.00

**Task Description:** The City of Cheney will fund a portion of the outreach, operational costs and salary and benefits for the Recycling/Solid Waste Operator position associated with the Cheney Recycling Facility through this agreement.

The Cheney Recycling Facility collects the following materials: glass, newsprint (newspaper, magazines, phone books), plastic (PET & HDPE), aluminum, tin, cardboard (corrugated), ledger paper, motor oil, and batteries (automobile, and household). Each material is handled as follows and hauled away by a private recycling contractor:

- Roll-off truck compatible containers up to 40-cubic yard capacities are strategically positioned on the grounds of the recycling facility to collect glass, newsprint, and plastics and then are baled.
- Cardboard is collected inside the facility where it is compacted and stored in a 40-yard roll-off truck compatible container.
- Aluminum, tin, and ledger paper are collected in tote boxes and baled.
- Batteries are collected in 20-gallon buckets and on pallets.
- Motor oil is disposed of in a 500-gallon tank located inside the facility and emptied by a contractor (currently Emerald Recycling).
- Clean Green organics (excluding food scraps) are collected in 40-cubic yard containers. Clean green waste, wood chips (hog Fuel), waste water and the City of Cheney's Wastewater Division biosolids are combined and composted to produce Ecogreen, a class A compost.

The City of Cheney expects to use an existing contract and reimburse the contractor for performing work under this task. The City of Cheney expects to enter into a new contract and reimburse the contractor for performing work under this task.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Maintaining and operating the recycling facility
  - Yard waste collection operations
  - Training and memberships associated with recycling activities
  - Education and outreach



- **Contractor work performed under this task**
- **Purchases**
  - Facility repairs and replacement materials
  - Educational material costs, informational brochures, advertising, and informational displays
  - Transportation costs

**Target Audience:** Residents of the City of Cheney.

**Goal Statement:** To provide an effective and efficient means for collecting and processing recyclable materials and organics in the community through the operation of the city-owned recycling and organic collection facility.

**Outcome Statement:** The Cheney Recycling Facility will collect recyclables and organic material and continue to improve material handling and employee safety.

Cheney expects to collect and recycle at least 1200 tons of recyclables during the 24-month grant period, and provide assistance to approximately 68 residential customer/contacts per day equating to 17,000 residential participants over the grant period.

The outcomes are based on the proposed grant contract budget which covers a portion of actual costs.

*Note: Anticipated costs to operate the City of Cheney's Recycling Facility for the 24-month grant period are \$243,570.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** -0-      **Recycling/Reuse:** 144 tons      **Organics Diversion:** 2,200

**Residential Contacts:** 4,257      **Residential Participants:** 425

**Business Contacts:** 97      **Business Participants:** 96

**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

GRANT- YEAR 1		GRANT- YEAR 2	
Jul- Sep	The Cheney Recycling/Solid Waste Operator operates the Cheney Recycling Facility as an effective and efficient means of collecting, processing and marketing recyclable materials in the community.	Jul- Sep	Same as Jul - Sep GRANT - YEAR 1

<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** The Cheney Recycling Facility will track and report the tons of recyclable materials collected on a monthly basis. The facility will conduct random head counts of residential and business participants, and develop estimates of quarterly participants utilizing the facility.

**CATEGORY: Waste Reduction and Recycling**

4. **TASK TITLE:** Medical Lake Recycling Facility  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanacity.org](mailto:stresko@spokanacity.org)  
**Maximum Eligible Task Cost:** \$ 19,000.00

**Task Description:** The City of Medical Lake will fund a portion of the outreach, operational costs and salary and benefits for the Recycling/Solid Waste Operator position associated with the Medical Lake Recycling Facility through this agreement.

The Medical Lake Recycling Facility collects the following materials: glass, newsprint (newspaper, magazines, phone books), plastic (PET & HDPE), aluminum, tin, cardboard (corrugated), ledger paper, motor oil, and batteries (automobile, and household). Each material is handled as follows and hauled away by a private recycling contractor:

- Containers are located in the recycling facility to collect glass, paper, cardboard, plastics, aluminum and tin which are baled for contractor pick-up
- Batteries are collected in 5-gallon buckets and on pallets
- Motor oil is disposed of in a 500-gallon tank located inside the facility
- Clean Green organics (excluding food scraps) are collected in 40-cubic yard containers and delivered to SRSWS for composting

The City of Medical Lake expects to use an existing contract and reimburse the contractor for performing work under this task. The City of Medical Lake expects to enter into a new contract and reimburse the contractor for performing work under this task.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Maintaining and operating the recycling facility

- Yard waste collection operations
- Training and memberships associated with recycling activities
- Education and outreach
- **Contractor work performed under this task**
- **Purchases**
  - Facility repairs and replacement materials
  - Educational material costs, informational brochures, advertising, and informational displays
  - Transportation costs
  - Yard waste processing costs

**Target Audience:** Residents of the City of Medical Lake.

**Goal Statement:** To provide an effective and efficient means for collection and processing of recyclable materials and organics in the community through the operation of the city-owned recycling facility.

**Outcome Statement:** The Medical Lake Recycling Facility will collect recyclables and organic material for the yard waste collection facility and continue to improve material handling and employee safety.

The outcomes are based on the proposed grant contract budget which covers a portion of actual costs.

*Note: Anticipated costs to operate the City of Medical Lake's Recycling Facility for the 24-month grant period are \$120,000.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** 3 tons    **Recycling/Reuse:** 85 tons    **Organics Diversion:** 150 tons  
**Residential Contacts:** 600    **Residential Participants:** 470  
**Business Contacts:** 1    **Business Participants:** 3  
**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

GRANT- YEAR 1		GRANT- YEAR 2	
Jul- Sep	The Medical Lake Recycling Facility operates an effective and efficient means of collecting, processing and marketing recyclable materials in the community.	Jul- Sep	Same as Jul - Sep GRANT - YEAR 1

<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** The Medical Lake Recycling Facility will report the tons of recyclable and organic materials collected on a monthly basis. The facility will conduct random counts of residential and business participants, and develop estimates of quarterly participants utilizing the facility.

**CATEGORY: Waste Reduction and Recycling**

5. **TASK TITLE: SRSWS Education and Outreach**  
**Task Coordinator – Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)**  
**Maximum Eligible Task Cost: \$ 825,000.00**

**Task Description:** The RECIPIENT will fund a portion of the costs associated with SRSWS waste reduction and recycling outreach and education programs.

The RECIPIENT expects to use an existing contract and reimburse the contractor for performing work under this task and expects to enter into a new contract and reimburse the contractor for performing work under this task.

SRSWS provides ongoing waste reduction and recycling (WRR) education and outreach throughout Spokane County. The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Training and memberships associated with recycling activities
  - Travel expenses
  - Respond to more than 18,000 calls from the SRSWS Information Line regarding waste reduction, reuse, recycling and proper hazardous waste handling and solid waste disposal
  - Conduct 300 WRR tours at the Waste to Energy Facility for at least 1,500 students and 450 adults from throughout the nation
- **Contractor work performed under this task**
  - Waste Reduction Assessment Program (WRAP)
  - Contact over 1,500 businesses and conduct approximately 200 waste assessments, reducing or recycling 13,500 tons of waste

- **Print and electronic media**
  - Produce and distribute 160,000 copies of One Man's Trash
  - Place 100 WRR outreach ads in regional media
  - Develop, update, and convert for electronic distribution 10 brochures and other educational media regarding WRR and proper disposal
- **School programs**
  - School programs, teacher training, classroom presentations
  - Develop Enviro Kids page for publication in 30,000 Kids News 10 times during the school year for distribution to elementary students
  - Distribute Enviro Kids newsletter to 300 children and families four (4) times per year
  - Distribute Recycling Rap newsletters to 4,000 elementary school teachers and staff two (2) times per year to assist educators with environmental education integration
  - 150 students will attend the Spokane Youth Environmental Conference
  - Produce 3,000 America Recycles Day (ARD) calendars with artwork from more than 600 students from 25 schools throughout Spokane County
- **Presentations and events**
  - Provide 30 WRR presentations through public events, shows and exhibits, and conference presentations for at least 3,200 citizens, plus an uncounted number through broadcasts; facilitate public event recycling at 11 major events (20 or more containers), 15 large events (11-19 containers) and 70 smaller events (10 containers or less)
- **Event resources**
  - Administer event recycling lending library
  - Distribute Public Event Recycling resource kits for event managers
  - Public and trade shows displays, SRSWS recycling centers signage, display, and brochures, and any other available outreach media
- **SRSWS collaborates with and provides financial and staff support for numerous organizations such as the following:**
  - Cascadia Green Building Council
  - Enviro Kids
  - Environmental Education Association of Washington
  - Lilac Bloomsday Association
  - Northwest EcoBuilding Guild
  - Solid Waste Association of North America
  - Spokane EnviroStars
  - Spokane Hoopfest Association
  - Sustainable Resources Inland Northwest
  - The Recycling Foundation
  - Washington Green Schools
  - Washington State Recycling Association
  - Youth Environmental Conference

- **Purchases**
  - Education and outreach materials
  - 50 public event recycling containers and associated equipment
  - 750 office and classroom recycling bins

**Target Audience:** Residents, schools, institutions, agencies, and businesses within Spokane County.

**Goal Statement:** The goal of this task is to ensure Spokane County residents, schools, institutions, agencies and businesses are aware and knowledgeable about resource management issues and take action by participating in sustainable waste reduction, recycling, and proper disposal activities.

**Outcome Statement:** Over the 24-month grant period, the RECIPIENT expects to promote waste reduction, reuse and recycling through example, advertising, promotions, presentations, activities, and newsletters.

The outcomes are based on the proposed grant budget which covers a portion of actual costs.

*Note: Anticipated costs for this tasks activities for the 24-month grant period are \$1,500,000.*

**Estimated outcomes produced with available budget:**

**MRW Diversion: -0-      Recycling/Reuse: -0-      Organics Diversion: -0-**

**Residential Contacts: 363,820      Residential Participants: 27,300**

**Business Contacts: 1,125      Business Participants: 150**

**Other Outcomes: none**

**Work Plan, Deliverables and Timeline:**

GRANT - YEAR 1		GRANT - YEAR 2	
<b>Jul- Sep</b>	SRSWS will dedicate five staff (three full time and two part time) and one full time contractor to implement the scope of work.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** Where hard data is available, SRSWS will track the number and type of outreach materials, contacts, and participants at presentations and events. Where hard numbers are not available, reasonable estimates will be prepared.

**CATEGORY: Organics**

6. **TASK TITLE: Organics Education and Outreach**  
**Task Coordinator – Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)**  
**Maximum Eligible Task Cost: \$ 45,000.00**

**Task Description:** The RECIPIENT will fund a portion of the education, outreach, promotion and salary and benefits for waste reduction and recycling of organics through this agreement.

The RECIPIENT expects to use an existing contract and reimburse the contractor for performing work under this task and expects to enter into a new contract and reimburse the contractor for performing work under this task.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Training, memberships and organizations associated with organic recycling activities
  - Staff participation in numerous organizations, such as:
    - Youth Environmental Conference
    - Washington Association of Green Schools
    - Environmental Education Association of Washington
    - Washington State Recycling Association
  - Travel expenses
  - Conduct at least 8 home composting presentations through the Master Composter/Recycler Program
  - Train 60 Master Composter volunteers, who will provide 1600 volunteer hours
  - Provide 15 presentations through public events, shows and exhibits, and conference presentations for at least 1,000 citizens, plus an uncounted number through broadcasts
  - Education and outreach:
    - Print and electronic media
    - Master Composters/Recyclers program
    - School programs, teacher training, classroom presentations
    - public presentations and interviews
    - public and trade shows displays
    - other available outreach media
- **The Green Zone**
  - Participate in four (4) activities at The Green Zone and provide materials and equipment necessary to maintain the Green Zone.

- o Maintain Home Composting Demonstration Area as part of the Master Composter/Recycler program
- **Contractor work performed under this task**
- **Purchases**
  - o At least 900 home compost bins
  - o Informational and promotional materials, displays, electronic media, and equipment

**Target Audience:** Residents, schools, institutions, agencies, and businesses within Spokane County.

**Goal Statement:** The goal of this project is to ensure Spokane County residents, schools, institutions, agencies and businesses are aware and knowledgeable of reducing and recycling organics, including food scraps and food-soiled paper.

**Outcome Statement:** The RECIPIENT provides ongoing organics reduction and recycling education and outreach throughout Spokane County.

The outcomes are based on the proposed grant budget which covers a portion of actual costs.

*Note: Anticipated costs for this tasks activities for the 24-month grant period are \$260,000. Spokane County diverts an estimated 45,000 – 50,000 tons of organics per year.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** -0-      **Recycling/Reuse:** -0-      **Organics Diversion:** 1875

**Residential Contacts:** 5,500      **Residential Participants:** 2,600

**Business Contacts:** -0-      **Business Participants:** -0-

**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	Develop and distribute organics waste reduction and recycling information through volunteer training, public presentations, print and electronic outreach, display materials and community event participation.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1



<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1
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**Method of Evaluation:** Where hard data is available, the RECIPIENT will track the number and type of outreach materials, contacts, and participants at presentations and events. Where hard numbers are not available, reasonable estimates will be prepared.

**PART 2: BUDGET**

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
<b>CATEGORY: Planning</b>	<b>\$ 250,000.00</b>	<b>\$ 187,500.00</b>
1. Spokane County Comprehensive Solid Waste Management Plan Update	\$ 250,000.00	\$ 187,500.00
<b>CATEGORY: Moderate Risk Waste</b>	<b>\$ 692,145.33</b>	<b>\$ 519,109.00</b>
2. Moderate Risk Waste Collection and Disposal	\$ 692,145.33	\$ 519,109.00
<b>CATEGORY: Waste Reduction and Recycling</b>	<b>\$ 884,000.00</b>	<b>\$ 663,000.00</b>
3. Cheney Recycling Facility	\$ 40,000.00	\$ 30,000.00
4. Medical Lake Recycling Facility	\$ 19,000.00	\$ 14,250.00
5. SRSWS Education and Outreach	\$ 825,000.00	\$ 618,750.00
<b>CATEGORY: Organics</b>	<b>\$ 45,000.00</b>	<b>\$ 33,750.00</b>
6. Organics Education and Outreach	\$ 45,000.00	\$ 33,750.00
<b>TOTAL GRANT BUDGET</b>		
TOTAL MAXIMUM ELIGIBLE COST		<b>\$ 1,871,145.33</b>
STATE GRANT SHARE (75%)		<b>\$ 1,403,359.00</b>
LOCAL CASH MATCH (25%)		<b>\$ 467,786.33</b>
INTERLOCAL COSTS (0%)		<b>\$ - 0 -</b>

**PART 3: BUDGET CONDITIONS**

- A. ECOLOGY requires the RECIPIENT to provide a match of twenty five percent (25%) of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. 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.
- C. Overhead is eligible at a rate up to twenty five percent (25%) 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 CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. 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.

**PART 4: SPECIAL TERMS AND CONDITIONS**

**A. BILLING**

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. RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A19-1A with an original signature in blue ink, signed by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support costs itemized on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the twenty five percent (25%) match.
3. 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 defined by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.

4. RECIPIENT shall submit supporting documents with each payment request. This includes copies of invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
5. RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The RECIPIENT shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.

**B. REPORTING**

1. Progress reports and Final Performance Analyses must be submitted through the web-based database, the Solid Waste Information Clearinghouse. The RECIPIENT must submit a progress report with each payment request. If a quarterly payment request is not submitted, the RECIPIENT is still required to submit a progress report for that quarter. These reports shall include information that supports incurred costs identified on the corresponding C1 or C2 of the payment request, and provide a brief update in support of the outcomes and or method of evaluation in the grant agreement.
  - a) A Final Performance Analysis (FPA) report must be submitted for each task in a *Planning and Implementation* grant before ECOLOGY can process a final payment request.

**C. COMPENSATION**

Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form [http://www.ofm.wa.gov/isd/vendors/payee\\_registration.doc](http://www.ofm.wa.gov/isd/vendors/payee_registration.doc) to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to [payeehelpdesk@ofm.wa.gov](mailto:payeehelpdesk@ofm.wa.gov).

**D. TRAINING**

RECIPIENT is expected to participate in any ECOLOGY recommended trainings related to managing a CPG agreement when feasible unless exempted by ECOLOGY in writing.

**E. PROCUREMENT AND CONTRACTS**

1. RECIPIENT must follow local procurement procedures or current state procurement procedures, whichever is stricter. A RECIPIENT 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.
2. Upon issuance, the RECIPIENT may submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY to be placed in the file.

3. Prior to contract execution, the RECIPIENT may submit all draft documents and a copy of the draft proposed contract to ECOLOGY for review. The RECIPIENT assumes any risks associated with the failure to consult with Ecology. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to the assigned Ecology officer to be placed in the file.
4. Unless a specific purchase of equipment or real property is already written into a task's scope of work, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request must 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 ECOLOGY prior to the purchase.

**F. USE OF EXISTING CONTRACTS**

RECIPIENT may use existing contracts that conform to local adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if intending to use 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's officer to be placed in the file. 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.

**G. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION**

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to document the ongoing use, a description of the item (including serial or vehicle identification number (VIN when possible) and location. The information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to 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.

RECIPIENT shall submit a written request to 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 ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement unless already identified in the task's scope of work.

- o If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY. ECOLOGY may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- o If the project has no further significant use for the equipment, ECOLOGY 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 ECOLOGY.
- o ECOLOGY may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.

**H. ALL WRITINGS CONTAINED HEREIN**

This agreement, including the appended "General Terms and Conditions," current cycle Program Guidelines – Coordinated Prevention Grants found at <https://fortress.wa.gov/ecy/publications/summarypages/1107008.html>, and ECOLOGY's *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, 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.

**I. ARCHEOLOGICAL AND CULTURAL RESOURCES**

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).

**J. ENVIRONMENTALLY PREFERRED PURCHASING**

In a joint effort to save costs, produce energy savings and prevent waste, the RECIPIENT agrees to use both sides of paper sheets for copying and printing when feasible. The RECIPIENT also agrees to purchase paper products with a high level of post consumer recycled content when they are comparable in quality, available, and cost effective.

IN WITNESS WHEREOF, the parties sign this Agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF SPOKANE

*Lauric G. Davies* 11-20-13  
Lauric G. Davies Date  
Program Manager  
Waste 2 Resources Program

*David A. Condon* 11-04-13  
Signatory David A. Condon Date  
Mayor  
City of Spokane  
Printed Name and Title of Signatory

APPROVED AS TO FORM ONLY Assistant Attorney General

Approved as to form:

*Benjamin* Attest: *Lerina*  
Assistant City Attorney Spokane City Clerk



**APPENDIX A**

**GENERAL TERMS AND CONDITIONS**

**Pertaining to Grant and Loan Agreements of the Department of Ecology**

**A. RECIPIENT PERFORMANCE**

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. 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.

**H. AUDITS AND INSPECTIONS**

1. 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**

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 Recipients of Ecology Grants and Loans", part IV, 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.5 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 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 Recipients of 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.
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.

**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 Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

**Attachment B**  
**Program Description of City WRR Education and Outreach Services Avail-**  
**able to County**

Project Name	Short Description
Master Composter/Recycler Program	Program educates and trains up to 30 people on waste reduction through a six-week course on home composting and increased recycling. Graduates provide 40 hours of community outreach and education in exchange for training. They in turn educate citizens as to the importance of reducing waste through composting and recycling.
Public Event Outreach	Attendance at events ensures that Spokane County residents are aware of and knowledgeable about solid waste issues and take action by participating in sustainable waste reduction, recycling, and proper disposal activities. Provides opportunities to be visible to the public, address questions and concerns, and distribute informative materials at community events.
School Outreach Programs	Students, teachers and staff receive educational programs on waste reduction and recycling to better understand and implement in-school recycling/composting programs. Program includes in-class presentations and printed materials that enhance curriculum.
Public Outreach and Community Resource	Staff responds directly to requests for training, presentations, referral, and other means of public inquiry regarding waste reduction and recycling programs and services. Provide program development information to schools, businesses, institutions, and community groups.
America Recycles Day Activities	Activities encourage students, teachers, and by extension their families, have increased awareness and knowledge regarding waste reduction and recycling in Spokane County. Projects include "Spokane Recycles" art competition centered around national America Recycles Day (Nov. 15 <sup>th</sup> ), a County recycling proclamation, and a day of recycling activities at Mobius Children's Museum.
Environmental Education Coalition Programs	Community members/students receive an integrated environmental message from a partnership of agencies. This provides an economy of scale in working together on mutually beneficial programs that include: <ul style="list-style-type: none"> <li>• STEMposium—conference for county middle and high schools students</li> <li>• EnviroKids Club—environmental club for county students in grades 1-6</li> <li>• The Green Zone—manage a public compost demonstration area in partnership with the County Conservation District and WSU Extension</li> <li>• Washington Green Schools</li> <li>• Alternative to Burning programs with Spokane Regional Clean Air Agency</li> </ul>
Event Recycling Lending Library	Staff administers program that offers free tools that help event planners offer recycling programs at local events. Event Recycling provides collection receptacles, signage, supplies, and information necessary to put on environmentally friendly events and meet the Washington State Recycling Law. Per MOU with the City of Spokane, Lilac Bloomsday Association and Spokane Hoopfest work as partners in the success of this program
Business Waste Reduction Consultation	Staff administers a waste reduction outreach program that provides consultation services to businesses. Helping businesses identify opportunities to reduce, reuse, and recycle can result in significant savings in disposal costs.



**Attachment D**

**CPG Progress Report  
Quarter Mo – Mo 20XX**

CATEGORY: \_\_\_\_\_

1. TASK TITLE: \_\_\_\_\_

Maximum Eligible Task Cost: \$ \_\_\_\_\_

Task Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following activities and associated costs are identified for reimbursement under this agreement:

- City of Spokane and Spokane County staff wages and overhead.
- Supplies and expenses associated with this task.
- Contractor work performed under this task.

Target Audience: Spokane County local governments, residents, and businesses.

Goal Statement: Maintain compliance with 70.75 RCW requirements.

Outcome Statement:  
\_\_\_\_\_  
\_\_\_\_\_

Work Plan, Deliverables and Timeline: \_\_\_\_\_

Method of Evaluation: \_\_\_\_\_

Monthly progress reports should describe grant eligible activities conducted by staff and consultants during the reporting month, including meetings, presentations, contacts, and participants. Describe specific milestones. Any problems should also be briefly stated. Descriptions can be in written or graphical form, but should be in sufficient detail so that the activities can easily be evaluated for reimbursement eligibility.

**\*\*Original Ecology forms in electronic format will be provided upon execution of Agreement\*\***





**FORM H: CONVERSION TO A COMPOSITE HOURLY BILLING  
RATE FOR AN EMPLOYEE**

This schedule can be used for all salaried full-time employees. It was developed to provide a calculated cost of an employee and to include his/her benefits, vacation time, retirement benefits, sick leave benefits and any item paid by an employer for the return of services provided by an employee. \*\*If using this form to calculate a billing rate, make sure you don't double for salaries, etc., separately.

EMPLOYEE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_  
FIGURED ON MONTHLY COST:

1. Enter the amount of monthly salary	1. _____	
2. Benefits: Social Security 7.65% x LINE 1 (wages) Employer's rate)	2. _____	
3. Benefit (worker's compensation) Class Code _____ Employer's Rate _____ % x 160 hours	3. _____	
4. Unemployment Insurance Rate _____ % x LINE 1 (wages)	4. _____	
5. Medical Benefits per month	5. _____	
6. Retirements per month	6. _____	
7. Pension Plan or Matching Plans	7. _____	
8. Other <u>life insurance</u>	8. _____	
9. TOTAL MONTHLY COSTS (add lines 1 through 8)		9. _____
10. LINE 9 x 12 months = TOTAL YEARLY COST		10. _____
11. Work hours in a year:		
A. 52 weeks per year x 5 work days per week = 260 days 260 days x 8 hours per day = potential work hours per year	A: _____ hours	
PAID DAYS OFF PER YEAR:		
Annual Leave: <u>8.02</u> hours per month x 12 months = <u>96</u> hours		
Sick Leave: <u>13</u> hours per month x 12 months = <u>156</u> hours		
Holidays: <u>12</u> days per year x 8 hours = <u>96</u> hours		
B. TOTAL HOURS OF ACCRUED LEAVE PER YEAR	B. _____ hours	
12. SUBTRACT LINE "B" from LINE "A" = YEARLY HOURS WORKED		12. _____
13. DIVIDE LINE 10 BY LINE 12 (total yearly cost ÷ yearly hours worked) = COMPOSITE HOURLY RATE	13. _____	

*Ecology is an Equal Opportunity and Affirmative Action Employer.*

03-07-16  
SB



**Agenda Sheet for City Council Meeting of:**  
01/04/2016

<b>Date Rec'd</b>	12/9/2015
<b>Clerk's File #</b>	OPR 2015-0099
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHUCK 625-6524
<b>Contact E-Mail</b>	CCONKLIN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH

**Agenda Wording**

First Amendment to the Memorandum of Understanding between the City and Spokane County for regional waste reduction and recycling outreach and education. November 17, 2015, to November 16, 2016.

**Summary (Background)**

As part of the transition of the Regional Solid Waste System from City operations to County operations it was determined that maintaining a comprehensive, consistent waste reduction and recycling outreach and education program was imperative to a successful transition. In March of 2015 the City and County entered into this MOU whereby the City of Spokane's Recycling Education Coordinator continues to provide regional waste reduction and recycling outreach and education.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Revenue \$ 200,000.00	# 4490-94402-37079-33431
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CONKLIN, CHUCK	<b>Study Session</b>	PWC 12/14/2015
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	ttauscher@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	jsalstrom@spokanecity.org	

<b>Additional Approvals</b>	
<b>Purchasing</b>	

APPROVED BY  
SPOKANE CITY COUNCIL:

1/4/2016  
*[Signature]*  
CITY CLERK

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**December 14, 2015**

---

**Subject**

First Amendment to the Memorandum of Understanding (MOU) between the City of Spokane and Spokane County for regional waste reduction and recycling outreach and education.

**Background**

During the 24 years that the City of Spokane operated the Regional Solid Waste System as a department of the City of Spokane, the City administered the Coordinated Prevention Grant (CPG) funding from the WA Department of Ecology, and prepared and administered the Solid Waste Management Plan, including the waste reduction and recycling outreach and education, as a required element of the Plan.

As part of the transition of the Regional Solid Waste System from City operations to County operations it was determined that maintaining a comprehensive, consistent waste reduction and recycling outreach and education program was imperative to a successful transition. In March of 2015 the City and County entered into this MOU whereby the City of Spokane's Recycling Education Coordinator continues to provide regional waste reduction and recycling outreach and education.

This First Amendment will extend this MOU through November 16, 2016.

**Impact**

This Amendment will allow for continued waste reduction and recycling outreach and education for all jurisdictions (including the City) participating in the Regional Solid Waste System.

**Action**

Recommend approval of this Amendment to the MOU with Spokane County.

**Funding**

Spokane County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions participating in the Regional Solid Waste System.





**FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING APPROVED UNDER  
SPOKANE COUNTY RESOLUTION NO. 15-0133  
AND CITY OF SPOKANE OPR NO. 2015-0099**

**THIS FIRST AMENDMENT** is entered into this 1st day of March, 2016, by and between Spokane County, a political subdivision of the State of Washington ("County") and the City of Spokane, a Washington State municipal corporation ("City), and collectively referred to as the "Parties".

**WHEREAS**, on March 6, 2015, the parties entered into a Memorandum of Understanding which formalized the duties of the City and County for providing regional waste reduction and recycling outreach and education as required in the Spokane County Comprehensive Solid Waste Management Plan; and

**WHEREAS**, the parties wish to extend the end of the term in the Memorandum of Understanding approved under Resolution No. 15-0166 as it related to extending the term.

**NOW, THEREFORE**, the parties agree as follows:

4. TERM.

The term of this MOU shall be November 17, 2015 to November 16, 2016. The Parties may extend the term of the MOU by mutual agreement.

**DATED** this 1st day of March, 2016.



ATTEST:

GINNA VASQUEZ  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

SHIELLY O'QUINN  
SHIELLY O'QUINN, CHAIR

AL FRENCH  
AL FRENCH, VICE CHAIR

NANCY MCLAUGHLIN  
NANCY MCLAUGHLIN, COMMISSIONER

APPROVED AS TO FORM:

RON P. ARKILLS  
Ron P. Arkills, Deputy Prosecuting Attorney

Ron P. Arkills, Deputy Prosecuting Attorney  
FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING

DATED this 16th day of February, 201~~5~~<sup>6</sup>

CITY OF SPOKANE

By: David A. Cramer

Title: mayor

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney



NO. **16 - 0181**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A FIRST )  
AMENDMENT TO THE MEMORANDUM OF )  
UNDERSTANDING BETWEEN THE CITY OF )  
SPOKANE AND SPOKANE APPROVED )  
UNDER SPOKANE COUNTY RESOLUTION )  
NO. 15-0166 WHICH FORMALIZED THE )  
DUTIES OF THE CITY AND COUNTY FOR )  
PROVIDING REGIONAL WASTE )  
REDUCTION AND RECYCLING OUTREACH )  
AND EDUCATION AS REQUIRED IN THE )  
SPOKANE COUNTY COMPREHENSIVE )  
SOLID WASTE MANAGEMENT PLAN )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (“Board”) has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly contract between each other to perform functions which each may individually perform; and

**WHEREAS**, as of November 17, 2014, the responsibility for providing County-wide waste reduction and recycling outreach and education programs shifted to Spokane County for the Unincorporated Areas of Spokane County as well as other jurisdictions who are a part of the Spokane County Regional Solid Waste System; and

**WHEREAS**, Spokane County (“County”) and the City of Spokane (“City”) entered into a Memorandum of Understanding on March 3, 2015 wherein under certain terms and conditions the City would provide certain waste reduction and recycling outreach and education programs for the County, and the County will be able to seek funding from the Washington State Department of Ecology Coordinated Prevention Grant.

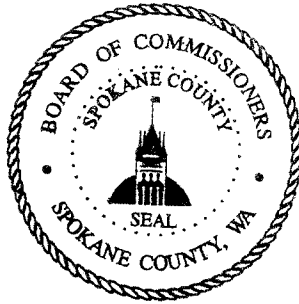
**WHEREAS**, the County and City desire to amend their agreement and enter into a First Amendment to the Memorandum of Understanding approved under Resolution No. 15-0166; and

**WHEREAS**, the parties wish to extend the end of the term in the Memorandum of Understanding approved under Resolution No. 15-0166 from November 16, 2015 to November 16, 2016.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that the Chair, or a majority of the Board, be and are hereby authorized to execute that documented entitled “FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING”, which extends the term for duties of the City and County for providing Regional Waste Reduction and Recycling Outreach and Education as required in the Spokane County Comprehensive Solid Waste Management Plan from November 16, 2015 to November 16, 2016.

PASSED AND ADOPTED this 1st day of March 2016.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

GINNA VASQUEZ  
GINNA VASQUEZ, Clerk of the Board

SHELLY O'QUINN  
SHELLY O'QUINN, CHAIR

AL FRENCH  
AL FRENCH, VICE-CHAIR

NANCY MCLAUGHLIN  
NANCY MCLAUGHLIN, COMMISSIONER