

**RESOLUTION NO. 08-511**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE THE  
COORDINATED PREVENTION GRANT REGULAR CYCLE  
AGREEMENT WITH WASHINGTON STATE DEPARTMENT  
OF ECOLOGY**

**WHEREAS**, the City of Black Diamond recognizes the importance of promoting recycling within the City; and

**WHEREAS**, the City of Black Diamond will be hosting recycling collection events for City residents in 2008 and 2009; and

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

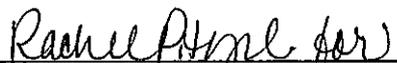
**Section 1.** The Mayor is hereby authorized to enter into an agreement with Washington State Department of Ecology Grant No. G0800416, Coordinated Prevention Grant Regular Cycle Agreement in the form as attached hereto as Exhibit A

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF MAY, 2008.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF BLACK DIAMOND

**Grant No: G0800416, Coordinated Prevention Grant Regular Cycle Agreement.**

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and the City of Black Diamond, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	City of Black Diamond
MAILING ADDRESS:	P.O. Box 599
CITY, STATE, ZIP:	Black Diamond, WA 98010
RECIPIENT GRANT COORDINATOR:	Brenda Streepy
TELEPHONE:	(253) 631-0351
FAX:	(360) 886-2592
E-MAIL:	bstreepy@ci.blackdiamond.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Paul Devine - Olympic Environmental Resources
TELEPHONE:	(206) 938-8262
FAX:	(206) 938-9873
E-MAIL:	pauldevine@msn.com
ECOLOGY GRANT OFFICER:	Peter D. Christiansen
TELEPHONE:	(425) 649-7076
FAX:	(425) 649-7098
E-MAIL:	pchr461@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$ 7,796.00
STATE GRANT SHARE	\$ 5,847.00
LOCAL SHARE	\$ 1,949.00
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6016204

For the purpose of this agreement, the RECIPIENT will be allowed to match the state grant share with cash and interlocal in-kind costs in accordance with application instructions.

This agreement is effective on **January 1, 2008**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT. This agreement shall expire no later than **December 31, 2009**.

**REGULAR CYCLE SCOPE OF WORK**

The project(s) set forth below summarize the RECIPIENT’s budget(s) tracked by project, goals and expected outcomes, activities with timeline, method of evaluation, and estimated project cost.\* The estimated project cost is for grant officer information only; it will not be used for budget tracking purposes.

Recipient Responsibilities: The RECIPIENT is responsible for implementing activities identified in the local Comprehensive Solid Waste Management Plan and the Hazardous Waste Management Plan.

**A. CATEGORY: Waste Reduction and Recycling**

**TOTAL CATEGORY COST CPG-BASE: \$ 7,796.00**

**1. PROJECT TITLE: Black Diamond Recycling Collection Events**

**Summary Description:** The RECIPIENT will host Recycling Collection Events for City residents in 2008 and 2009. 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. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using RECIPIENT-sponsored or private sector recycling programs. The event may also serve as a venue for distribution of compost bins or other items to City residents.

*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 promote alternatives for residents to recycle and re-use hard-to-recycle items. This program will help the RECIPIENT promote recycling by diverting recyclable material from the City waste stream and act as a venue for the distribution of educational materials pertaining to waste reduction and recycling.

**Outcome Statement:** As a result of the Residential Recycling Collection Events, The RECIPIENT estimates it will divert and recycle between 90-100 tons of material from the City residential waste stream and serve 750-850 households. ECOLOGY CPG funds will partially fund Recycling Collection Events in the spring of 2008 and 2009. The outcomes/impacts will be measured and the amount of waste diverted for recycling will be reported in the grant report.

**Work Plan and Activities with Timeline:**

<b>Activity</b>	<b>Timeline</b>
1. Arrange date and site for event.	Feb, March, 2008 & 2009
2. Arrange event vendors.	Feb, March, 2008 & 2009
3. Event publicity – develop, print, sort, and mail event flyer.	Mid-March, 2008 & 2009
4. Hold Recycling Collection Event	April, 2008 & 2009
5. Recycle materials collected at Collection Event	April, 2008 & 2009
6. Prepare project report for grant reimbursement.	April, 2008 & 2009

**Method of Evaluation:** The RECIPIENT will provide the following information to ECOLOGY for project evaluation:

- 1) The number of events held.
- 2) The number of event participants attending - the site greet will count cars as they arrive.
- 3) The volume of each material collected in pounds/tons as reported from event vendors and from material delivered to recycling centers.

**\* Estimated Project Cost:** \$ 7,796

### COMMUNICATION

ECOLOGY's regional grant officer will contact the RECIPIENT grant coordinator as needed to monitor progress toward goals and check consistency with Work Plans and Timelines. It is the responsibility of the RECIPIENT to contact his or her grant officer with any other questions or concerns regarding the grant. Grant officers are available to provide technical assistance at any time during the grant cycle.

### BILLING AND REPORTING

A payment request consists of Forms A-19, B2, C2 and a progress report. Unless stated otherwise in this agreement, the RECIPIENT must submit a payment request (with a progress report) at least quarterly, but no more often than once per month. The RECIPIENT has elected to budget by project and therefore shall itemize by project element on the B2 and C2 forms and as laid out in the following CPG Budget Table. Itemized costs in payment requests must be by project.

The RECIPIENT has elected to submit all supporting documentation as back-up with each payment request. The RECIPIENT must also keep record of supporting documents in accordance with the requirements outlined in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans and make these documents available to ECOLOGY staff upon request.

The RECIPIENT must also complete a Final Performance Analysis (FPA) form online through the Information Clearinghouse. The FPA must be submitted before ECOLOGY can process your final payment request. The final payment request and the FPA are due no later than **February 15, 2010** for Regular Cycle grants.

### REGULAR CYCLE CPG BUDGET

PROJECT	TOTAL PROJECT COST: CPG BASE (174/I17)
1. Black Diamond Recycling Collection Events	\$ 7,796.00
<b>TOTAL MAXIMUM ELIGIBLE COST</b>	<b>\$ 7,796.00</b>

**FUND SOURCE: CPG BASE (174/I17)**

<b>MAXIMUM ELIGIBLE COST:</b>		<b>\$ 7,796.00</b>
<b>FUND</b>	<b>GRANT PERCENT (%)</b>	<b>STATE GRANT SHARE</b>
Local Toxics Control Account (LTCA)	75 %	\$ 5,847.00
<b>MATCH REQUIREMENT</b>	<b>MATCH PERCENT (%)</b>	<b>LOCAL SHARE</b>
Cash Match	25 %	\$ 1,949.00

**ADDITIONAL BUDGET CONDITIONS**

1. Overhead is eligible; the RECIPIENT may charge 25 percent of salaries and benefits for time devoted specifically to projects outlined in this agreement.
2. The RECIPIENT contact for billing and invoice questions is:  
 RECIPIENT BILLING/INVOICE COORDINATOR: Paul Devine - Olympic Env. Resources  
 TELEPHONE: (206) 938-8262  
 FAX: (206) 938-9873  
 E-MAIL: pauldevine@msn.com
3. Grant payments should be made payable to: City of Black Diamond
4. Grant payments should be mailed to this address:

JURISDICTION: City of Black Diamond  
 ATTN: Brenda Streepy  
 MAILING ADDRESS: P.O. Box 599  
 CITY, STATE, ZIP: Black Diamond, WA 98010

**SPECIAL TERMS AND CONDITIONS**

**A. INTERLOCAL AGREEMENTS**

If parties other than the RECIPIENT are contributing to the local share of project costs, memoranda of understanding or other written agreements confirming the contribution must be negotiated. These agreements must specify the exact work to be accomplished and be signed by all parties contributing to the local match of this project. Copies of these agreements shall be submitted to ECOLOGY.

2. The RECIPIENT must submit all backup documentation paperwork along with each payment request or maintain all backup documentation in an accessible location and be subject to biennial documentation check visits by Ecology grant officers.

H. PROMOTIONAL AND EDUCATIONAL MATERIALS

A copy of all promotional and educational materials developed as part of this agreement shall be submitted electronically to ECOLOGY concurrent with public distribution. ECOLOGY shall have the right to use any printed materials developed as part of this agreement in any manner ECOLOGY deems appropriate. The Washington State Department of Ecology will be acknowledged for providing funding in all published material and oral presentations that result from this agreement.

I. AMENDMENTS AND MODIFICATIONS

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; *except* a letter of amendment will suffice to redistribute the budget without increasing the total maximum eligible cost or to change ECOLOGY's grant officer or the RECIPIENT's grant coordinator or to extend the period of performance as set forth in this grant agreement.

J. MINORITY AND WOMEN'S BUSINESS PARTICIPATION *(It is not mandatory for the RECIPIENT to abide by Part J of the Special Terms and Conditions; however, it is highly encouraged.)*

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

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize ECOLOGY's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of these goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications may take the following affirmative steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller projects or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

5. 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.

The RECIPIENT may report to ECOLOGY payments made to qualified firms at the time of submitting each invoice and on forms provided by ECOLOGY; the information should include:

- Name and State OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- The total dollar amount paid to qualified firms under this invoice.

K. ALL WRITINGS CONTAINED HEREIN

This agreement, the "General Terms and Conditions", and ECOLOGY's Administrative Requirements for Ecology Grants and Loans, 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.

IN WITNESS WHEREOF, the parties hereby execute this Grant Agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Laurie G. Davies 6/2/08  
Date

Laurie Davies  
Program Manager  
Solid Waste and Financial Assistance

CITY OF BLACK DIAMOND

[Signature] 5-15-08  
Authorized Official Date

HOWARD BOTTS  
Print Name of Authorized Official

**APPROVED AS TO FORM ONLY**  
Assistant Attorney General

MAYOR  
Title