

RESOLUTION NO. 10-670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR CONTRACT #D37962D ENTERED INTO BY THE COUNCIL ON FEBRUARY 21, 2008

WHEREAS, the City of Black Diamond entered into an agreement with the Local Hazardous Waste Management Program on February 21, 2008; and

WHEREAS, said grant would fund a Cleanup Day/Special Recycling Collection and Household Hazardous Waste educational activities;

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

Section 1. The Mayor is hereby authorized to execute Contract Amendment No. 2 with the Local Hazardous Waste Management Program for contract #D37962D as contained in the form attached hereto as Exhibit A.

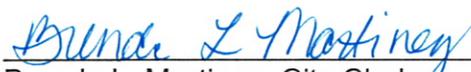
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2010.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

CONTRACT AMENDMENT / CHANGE ORDER

CONTRACT # D37962D
AMENDMENT # 2

PROJECT NAME: Local Hazardous Waste Management Program

PHSKC PROGRAM MONITOR: P. Shallow

CONTRACTOR: City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

ORIGINAL CONTRACT START DATE: 1/1/08

AMENDMENT EFFECTIVE DATE: 1/1/10

This amendment effects the following changes:

CHANGES TO CONTRACT BOILERPLATE

1. Purpose of Amendment: This Amendment adds \$5,936.53 in funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2010 as authorized by the 2010 Annual King County Budget.
2. AMEND: **Contract Total \$11,842.22**
TO READ: **Contract Total \$17,778.75**
3. AMEND: **Contract Period: January 1, 2008 – December 31, 2009**
TO READ: **Contract Period: January 1, 2008 – December 31, 2010**
4. AMEND **Exhibit I, Scope of Work** by adding the attached **Exhibit I - 2010, Scope of Work**.
5. AMEND **Exhibit II, Budget/Invoice** by adding the attached **Exhibit II – 2010, Budget/Invoice**.
6. AMEND: **Section II.A. TERM AND TERMINATION:**
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2009..."
TO READ: **Section II.A. TERM AND TERMINATION:**
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2010..."

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

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

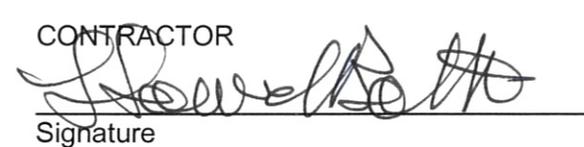
KING COUNTY

 FOR
King County Executive

Date

12/30/09

CONTRACTOR


Signature

HOWARD BOTTS
Name (please type or print)

Date

12-17-09

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

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

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

Scope of Work

The City of Black Diamond will organize a citywide household hazardous waste collection and recycling event. At the event the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

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

A. The City

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

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Aaron C. Nix at the City of Black Diamond, PO Box 599, Black Diamond, at (360) 886-2560, (anix@ci.blackdiamond.wa.us), or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

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

C. Program Contacts

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

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

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

From: The City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

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

Contract #D37962D

Period of time: _____, 2010 to _____, 2010.

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

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$5,936.53			
TOTAL	\$5,936.53			

_____ For Health Department Use Only

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date