

ATTACHMENT A

**AGREEMENT BETWEEN KING COUNTY'S
LOCAL HAZARDOUS MANAGEMENT PROGRAM
and CITY OF REDMOND
FOR LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM
VOUCHER INCENTIVE PROGRAM**

THIS Agreement ("Agreement") is made and entered into by and between King County, as represented by its Local Hazardous Waste Management Program ("King County" or "LHWMP"), and the City of Redmond ("City"), sometimes collectively referred to herein as the "Parties," or when used to refer to one of the two Parties, "Party".

I. PURPOSE

The purpose of this Agreement is to provide the terms and conditions, and to establish a framework and process, whereby field representatives of the City staff ("Staff") will issue reimbursement vouchers ("vouchers") from the LHWMP's Voucher Incentive Program ("VIP") to small businesses within the City to assist them in complying with pertinent hazardous waste management regulations. This participation in the VIP will augment King County's efforts to properly manage regulated hazardous waste on a countywide basis. This Agreement is one of a number of such agreements that King County will be entering into with government agencies in King County that have training and expertise in advising businesses and residents on proper management of hazardous waste. The staff of the City have such training and expertise.

II. CITY RESPONSIBILITIES:

- A. The City agrees to work with King County in issuing Small Quantity Generator ("SQG") vouchers pursuant to the terms of this Agreement and King County's Small Quantity Generator Voucher Incentive Program (VIP) Guidelines, attached hereto as Exhibit A. These Guidelines are updated annually. The City agrees to follow the updated Guidelines upon their receipt. Should there exist a conflict or inconsistency between the Guidelines and the terms of this Agreement, the terms of this Agreement shall take precedence and shall control.
- B. The City will obtain Small Quantity Generator Voucher forms from King County and will issue them in accordance with the terms of this Agreement and the VIP Guidelines.
- C. The City will provide trained Staff to advise businesses on the proper management of hazardous waste and keep such Staff updated on current federal, state and local regulations related to such management.
- D. Responsibilities of City Staff

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1. Vouchers are one tool which Staff may utilize to positively influence the hazardous material management activities of SQGs. Staff should use best professional judgment in evaluating the appropriateness of providing vouchers to SQGs as an incentive to improve waste management practices. Subject to the terms hereof and the Guidelines, the issuance of a voucher to a particular SQG is in the first instance a matter of discretion to be exercised by Staff through the exercise of best professional judgment. A previously issued voucher may be voided by Staff, provided notice of such voidance is given to the VIP Manager, as more fully identified below. The purposes for which vouchers may be used to reimburse SQGs include but are not limited to:
 - **Waste characterization** by certified laboratories, licensed transporters, or permitted Treatment, Storage, and Disposal (TSD) facilities;
 - **Transportation** by licensed transporters, and only if transported to permitted TSDs;
 - **Treatment, Storage, and Disposal** by permitted TSDs;
 - **Recycling performed** in a manner deemed appropriate by Staff, and by a legitimate recycler;
 - **Secondary containment, spill control, and cleanup equipment and supplies** which conform to best management practices (BMPs) given by Staff; and
 - **Equipment** that reduces the use of hazardous products, the generation of hazardous waste, or, by its use, the hazardous nature of the product used or waste generated.
2. Staff has the authority to recommend the specific action(s) to be taken to qualify for reimbursement cost(s) up to the program maximum regarding a particular SQG or site.
3. Staff, in consultation with the VIP Manager, should recommend whether the handling/management of a given material or other SQG expenditure qualifies for reimbursement from the VIP. The VIP Manager retains final decision-making authority concerning the actual reimbursement of SQG expenditures/costs.
4. Staff may request that the VIP Manager contact them before a voucher is paid, by indicating on the voucher space "Contact Field Rep." in the space "Voucher issued for:" on the Voucher. Such text indicates to the VIP Manager to check with Staff to ensure that the SQG has followed the recommendations made by Staff before approving the reimbursement amount provided on the voucher.
5. Staff has the authority to place any voucher "on hold" and delay further processing, at any time. Vouchers may be put on and taken off hold more than once, at the discretion of Staff. Approval of reimbursement by the VIP Manager should be delayed for any voucher placed on hold until Staff is satisfied that the SQG has complied with and completed the recommendations. Staff shall contact VIP Manager and inform Manager of any vouchers placed on or taken off of hold.

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6. In the exercise of its reasonable discretion, and subject to the final authority vested in the VIP Manager, Staff has the authority to void any voucher issued by that Staff person. If Staff determines that sufficient grounds exist to void a voucher, the VIP Manager must be notified immediately in writing. It is within the sole discretion of Staff whether to notify the SQG who received the voucher. In the event of such voidance, the VIP manager will notify the SQG in writing of the voidance. Except for expiration, and subject to the final approval of the VIP Manager, a voucher will only be voided by order of the Staff person who issued the voucher. An example of grounds for voiding a voucher is: Staff has solid grounds for believing that the SQG does not intend to follow the recommendations given as the basis for reimbursement under the voucher. Vouchers not remitted by the SQG to King County within 60 days after the specified expiration date will be automatically void and will no longer serve as the basis for receiving reimbursement of costs from King County. Staff should clearly communicate this deadline to the SQG at the time of issuance of the voucher. Voidance of a voucher constitutes a final disposition and such act is not appealable by the voucher holder.
7. Placing a voucher on hold is considered a temporary action. Voiding a voucher is a final action on a voucher. A voucher, once voided, cannot be reactivated. In cases where Staff thinks that offering another voucher will result in an improvement in hazardous materials management actions by the SQG, a new voucher can be issued to a SQG that has had a previous voucher voided.
8. The effective duration of a voucher shall not exceed a period of six months from the date of issuance. However, Staff in its discretion may extend the effective duration for an additional three six months, not to exceed a total of 9 months for the entire life of the voucher. It is the responsibility of Staff to enter an expiration date on the voucher. If no expiration date is expressed, the voucher will expire six months from the day it was issued. One of the purposes of a voucher is to serve as an incentive for an SQG to make timely improvements in its management of hazardous waste materials. If the actions contemplated and described in the voucher are not entirely completed before the expiration date of the voucher, the voucher becomes null and void upon expiration, and may not be used as the basis for seeking reimbursement of costs from King County.

III. KING COUNTY RESPONSIBILITIES

- A. King County agrees to abide by the terms of this Agreement and to work with the City in administering the VIP in a timely and efficient manner.
- B. Guidelines outlining the terms and conditions of the VIP are attached to this Agreement as Exhibit A. King County will provide Guideline updates to the City on an annual basis. The Guidelines provide specific details regarding how vouchers should be used, provide the necessary forms to be used, and identify the processing protocol for remitted forms and reimbursements.

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- C. Periodic reports identifying and itemizing the purpose(s) for the requested reimbursements made and the reimbursement dollar amounts remitted will be provided to the cities and jurisdictions participating in the VIP.
- D. Subject to the availability of appropriated funds, the VIP Manager retains sole discretion to pay the costs/expenses identified in vouchers issued by Staff.

IV. EFFECTIVENESS, DURATION AND GENERAL TERMS

- A. This Agreement is effective upon signature by both Parties and shall remain in effect for three years from the effective date unless terminated in accordance with the terms of IV.D. below.
- B. This Agreement may be amended only by the written agreement of the Parties.
- C. This Agreement is not assignable by either Party, either in whole or in part.
- D. This Agreement may be terminated by the mutual agreement of the Parties expressed in writing. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- E. Notwithstanding the terms of provision IV.D. above, the VIP Manager may immediately terminate King County's obligations to pay for or reimburse voucher costs upon a determination that appropriated funds are no longer available to pay such costs.
- F. If for any cause, either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- G. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- H. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein, are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of

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this Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

V. INDEMNIFICATION AND HOLD HARMLESS:

The City shall protect, defend, indemnify and save harmless King County, its officers, officials, employees and agents, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of the Agreement, or services provided thereunder, caused by or resulting from the City's own negligent acts or omissions. The City agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. King County shall protect, defend, indemnify and save harmless the City, its officers, officials, employees and agents, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of the Agreement, or services provided thereunder, caused by or resulting from King County's own negligent acts or omissions. King County agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of the Parties' immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each of the Parties with a full and complete indemnity of claims made by each Party's employees or agents. The Parties acknowledge that these provisions were specifically negotiated and agreed upon. This indemnification Article V. shall survive termination of this Agreement.

VI. CONTRACT MANAGEMENT:

The Program Manager for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for King County is:

Patrick Hoermann
VIP Manager
206.263.1658

The Contract/Program Manager for the City of Redmond is:

Ken Waldo
Wellhead Protection
(425) 556-2753
City of Redmond
Wellhead Protection Program
PO Box 97010, M/S 2NPW
Redmond WA 98073
www.redmond.gov/groundwater

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VII. DISPUTE RESOLUTION:

In the event that a dispute arises under this Agreement, the Parties agree that they will attempt to resolve the disputed matter(s) through mutual negotiation. If the Parties are not able to reach an agreement through such informal negotiation, the Parties agree to engage in non-binding mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to equally share the costs of mediation. Venue for any litigation arising out of or related to this Agreement shall vest in the Superior Court of King County, Washington.

VIII. GOVERNANCE:

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.


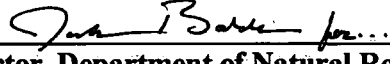
In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Exhibit A.

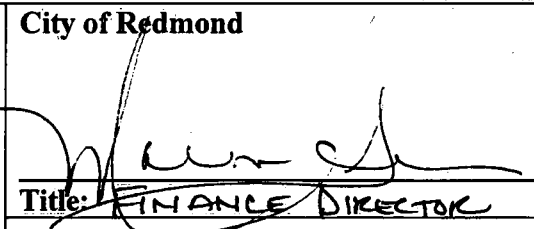
IX. SEVERABILITY:

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date shown below.

Approved as to Form  Senior Deputy Prosecuting Attorney	King County:  Director, Department of Natural Resources and Parks
DATE: 8/17/18	DATE: 8-20-18

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Approved as to Form	City of Redmond
Title:	 Title: FINANCE DIRECTOR
DATE:	DATE: 6/14/2018



King County
Water and Land Resources Division

Department of Natural Resources and Parks
Hazardous Waste Management Program
130 Nickerson Street, Suite 100
Seattle, WA 98109-1658
206-263-1650 Fax 206-263-3070
TTY Relay: 711

August 24, 2018

Ken Waldo
Pollution Prevention Program Administrator
City of Redmond
MS: 2NPW 15670 NE 85th St
Redmond WA 98052

Ken:

Please find enclosed the signed Agreement between King County and the City of Redmond regarding the Voucher Incentive Program.

Thank you for your cooperation.

If you have any questions or concerns regarding this program, or require further assistance, please call me at 206-263-1658.

Sincerely,

Patrick R. Hoermann

Patrick R. Hoermann
Program Manager, Voucher Incentive Program
Hazardous Waste Management Program
Water and Land Resources Division

: prh
enclosure

correspo\waldo

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: KC Local Hazardous Waste Management Program Voucher Agreement

Project No: AM No. 18-089

Type of Service: Agreement

Provider of Service: King County Local Hazardous Waste Management Program

Source of Funding: NA

Original Contract/Agreement Amount: NA Estimated Start Date: 7/1/2018

Current Contract/Agreement Amount (includes previous supplements, if any): NA

Proposed Increase: NA Council Approval Date: 6/6/18

New Contract Total: NA Estimated Completion Date: 6/2021

Project Administrator: Ken Waldo Ext: 2714

Return contract to: Ken Waldo Mailstop: 2NPW Ext: 2714

Supervisor/Manager Signature [Signature] Date 6/6/18

Department Head/Designee Signature [Signature] Date June 8, 2018

Remarks:
Sara - Pls cross-ref. AM 18-089

ROUTING PROCESS: (3 copies)

To: City Clerk (for routing and signatures) M. Date 6/11/18

Risk Manager [Signature] Date 6/11/18
(Signature or initials)

City Attorney [Signature] Date 6/12/18
(Signature or initials)

Mayor [Signature] Date 6/14/18
(Signature or initials)

City Clerk M. Date 6/19/18
(Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number [Blank] City Contract Number 8718