

**INTERLOCAL AGREEMENT FOR 2008-2009**

**Between**

**KING COUNTY and the CITY OF REDMOND**

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

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

King County Ordinance No. 2003-0462

City \_\_\_\_\_

**PREAMBLE**

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

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

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Redmond by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

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

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2008 shall not exceed \$77,088. The City understands that even though this agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. This agreement provides for distribution of 2008 and 2009 grant funds to the City. However, 2009 funds are not available until January 1, 2009, and 2009 funding is contingent upon King County Council approval of the 2009 King County budget.
3. During the two year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a city official. These reports will include:
  - a) a description of each activity accomplished pertaining to the scope of work; and
  - b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2010.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on January 31, 2009 and March 31, 2010.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2009 and January 2010, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

3. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2010.

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

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
13. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
14. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
15. This project shall be administered by Jerome Jin, 15670 NE 85<sup>th</sup> St; Redmond, WA 98073-9710; 425.556.2811; jjin@redmond.gov, or designee.

B. The County:

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

The City of Redmond's budgeted grant funds for 2008 are \$77,088. Unspent 2008 funds may be carried over to 2009, but 2009 funds will not carry over to 2010.

The City of Redmond's estimated grant funds for 2009 are \$77,088. 2009 funds are not available until January 1, 2009, and 2009 funding is contingent upon King County Council approval of the 2009 King County budget. Following approval of the 2009 King County budget, the County's grant program administrator will notify the city of the final 2009 grant funding.

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

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

This Agreement shall become effective on either January 1, 2008 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2008 and shall terminate on December 31, 2009. However, if execution by either party does not occur until after January 1, 2008, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2008 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for

termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.

- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

#### **V. AMENDMENTS**

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

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

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

## **VII. INSURANCE**

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

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

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

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

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

## **X. SEVERABILITY**

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

XI. NOTICE

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

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

If to the City:

Jerome Jin  
15670 NE 85th St.  
P.O. Box 97010  
Redmond, WA 980073-9710

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

City

King County

Accepted for King County Executive

John Mackinnon  
(Title) Mayor

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

For Ron Sims, King County Executive

3/6/08  
Date

4-4-08  
Date

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

Pursuant to Ordinance No. 2003-0462

Approved as to form:

Approved as to form:

[Signature]  
City Attorney

Kathryn Killinger  
King County Prosecuting Attorney

3/6/08  
Date

3/25/08  
Date



**Attachment**

**Project:** Special Recycling and Collection Events

**1. Title, Schedule and Location:**

**Title:** The City of Redmond Special Recycling and Collection Events.

**Schedule:**

<u>Event</u>	<u>Day &amp; Date</u>	<u>Hours</u>
Spring Event	Saturday, April 5 <sup>th</sup> , 2008	9:30 a.m. - 4:00 p.m.
Summer Event	Saturday, July 19 <sup>th</sup> , 2008	9:30 a.m. - 4:00 p.m..
Fall Event	Saturday, October 4 <sup>th</sup> , 2008	9:30 a.m. - 4:00 p.m..
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Spring Event	Saturday, April 4 <sup>th</sup> , 2009	9:30 a.m. - 4:00 p.m.
Summer Event	Saturday, July 18 <sup>th</sup> , 2009	9:30 a.m. - 4:00 p.m.
Fall Event	Saturday, October 3 <sup>rd</sup> , 2009	9:30 a.m. - 4:00 p.m.

**Location:** The City of Redmond's Maintenance & Operation Center  
(18120 NE 76<sup>th</sup> Street, Redmond, WA 98052)  
*(The above schedule and location are subject to change, that'll be provided to you once finalized.)*

**2. Manager:** Jerome Jin  
15670 NE 85th St.  
P.O. Box 97010  
Redmond, WA 980073-9710  
Phone: (425)556-2811  
Fax: (425)556-2820  
Email: [jjin@redmond.gov](mailto:jjin@redmond.gov)

**3. Activities:**

**Materials To Be Collected:**

➤ E-Waste Items	➤ Bulky Organic & Wood Waste
➤ Reusable Household Goods & Textiles	➤ Ink Jet/Laser Cartridges/cell phones
➤ Refrigeration Units	➤ Vehicle & Household Batteries
➤ Bricks, Rocks and Asphalt	➤ Scrap Metals
➤ Bulky garbage and CDL	➤ Ceramic Toilets
➤ Bicycles & Tricycles	
➤ Tires	

The above list may change according to the market conditions.

**Educational Materials:**

- ◆ The City of Redmond Magazine, *Focus on Redmond*;
- ◆ Household Hazardous Wastemobile Schedule;
- ◆ Other materials available to us from DOE, KC and/or other agencies.

**Event promotional methods:**

Promotional brochures will be mailed directly one month prior to each event to both single- and multi-family residents in Redmond.

**Event Staffing:**

Site Manager: Jerome Jin (1)  
 Traffic Control: City of Redmond's Police Officers (4)  
 Greeters: City Employees (3)  
 Event Staff: City Employees (40)  
 Vendors: Vendors' Employees (30)

**4. Budget:**

**Annual Budget for Recycling Collection Events**

Expense Items	Total Hours	Hourly Rate*	Total Cost	WRR Fund	LHWMP Fund	CPG Fund	City Fund
a) City Staff							
Planning and Administration (plus benefits)	270.00	39.38	10,631.25	7,973.44	2,557.82	0.00	99.99
Overtime at event	384.00	30.00	11,520.00	9,872.56	460.00	0.00	1,187.44
<b>City Staff Cost Total</b>	<b>654.00</b>	<b>---</b>	<b>22,151.25</b>	<b>17,846.00</b>	<b>3,017.82</b>	<b>0.00</b>	<b>1,287.43</b>
b) Consultant costs			0.00	0.00	0.00	0.00	0.00
c) Professional Services							
Bulky material hauling and disposal			15,000.00	5,000.00	0.00	0.00	10,000.00
Scrap metals			1,000.00	1,000.00	0.00	0.00	0.00
CFC units collection			300.00	0.00	300.00	0.00	0.00
TV sets, Monitors Recycling			2,500.00	0.00	300.00	0.00	2,200.00
Tire recycling			700.00	500.00	0.00	0.00	200.00
Battery recycling			800.00	0.00	800.00	0.00	0.00
Cement/brick/toilet recycling			200.00	200.00	0.00	0.00	0.00
<b>Sub-total</b>			<b>20,500.00</b>	<b>6,700.00</b>	<b>1,400.00</b>	<b>0.00</b>	<b>12,400.00</b>
d) Printing and paper			1,000.00	250.00	0.00	750.00	0.00
e) Mailing			2,000.00	500.00	0.00	1,500.00	0.00
f) Equipment and supplies			1,600.00	400.00	0.00	1,200.00	0.00
<b>Total (per event)</b>	<b>---</b>	<b>---</b>	<b>47,251.25</b>	<b>25,696.00</b>	<b>4,417.82</b>	<b>3,450.00</b>	<b>13,687.43</b>
<b>Number of Events</b>			<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Extra Wastemobile Setup in July 2008</b>					<b>3,000.00</b>		
<b>2008 Total (Three Events)</b>			<b>141,753.75</b>	<b>77,087.99</b>	<b>16,253.46</b>	<b>10,350.00</b>	<b>41,062.30</b>
<b>2009 Total (Three Events)</b>			<b>141,753.75</b>	<b>77,087.99</b>	<b>N/A</b>	<b>10,350.00</b>	<b>54,315.76</b>

## II. Grant Summary

### 1. Project Grant/Reimbursement Summary

Year	Project	Grant Amount
2008	Recycling Events	\$77,088.00
2009	Recycling Events	\$77,088.00
<b>Sum</b>		<b>\$154,176.00</b>

### 2. Project Evaluation and Reporting

The following measures will be used to evaluate the project. Its results will be reported to King County Solid Waste Division along with a reimbursement request.

- ◆ The number of vehicles participated in each event;
- ◆ The volume of each material collected;
- ◆ The event cost by budget category;
- ◆ The tabular comparison of vehicle participation and material tonnage with that of the previous years
- ◆ The summary of survey data and/or comments collected, if available.

The above information/data will be reported to King County Solid Waste Division along with reimbursement requests.

# CITIES INSURANCE ASSOCIATION OF WASHINGTON

## CERTIFICATE OF INSURANCE

ISSUE DATE 3/4/2008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>PRODUCER</b> Public Risk Underwriters 18106 140th AVENUE N.E. WOODINVILLE, WASHINGTON 98072-6874  PHONE (425) 482-6767    FAX (425) 482-2777	<b>COMPANIES AFFORDING COVERAGE</b>  <p style="text-align: center;"><b>GENERAL LIABILITY</b></p> ST PAUL FIRE & MARINE INSURANCE COMPANY  <p style="text-align: center;"><b>AUTOMOBILE LIABILITY</b></p> ST PAUL FIRE & MARINE INSURANCE COMPANY  <p style="text-align: center;"><b>PROPERTY</b></p> AFFILIATED FM INSURANCE CO  <p style="text-align: center;"><b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b></p> ST PAUL FIRE & MARINE INSURANCE COMPANY
<b>INSURED</b> CITY OF REDMOND  A MEMBER OF CITIES INSURANCE ASSOCIATION OF WASHINGTON 15670 NE 85TH STREET PO BOX 97010; 3SFN REDMOND, WA 98073-9710	


**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP  (LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)	GP06301990	9/1/2007	9/1/2008	GENERAL AGGREGATE    \$31,000,000 PERSONAL & ADV INJURY    \$21,000,000 EACH OCCURRENCE    \$21,000,000 ANNUAL POOL AGGREGATE    \$45,000,000
<b>AUTOMOBILE LIABILITY</b> ANY AUTO (LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)	GP060301990	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT    \$21,000,000
<b>PROPERTY</b>	TZ452	9/1/2007	9/1/2008	\$100,000,000 LIMIT-\$100,000 DEDUCTIBLE \$50,000,000 LIMIT QUAKE WITH 3% QUAKE DED \$100,000 MINIMUM* \$50,000,000 LIMIT FLOOD WITH \$100,000 DED* *SEE POLICY FOR SPECIFICS
<b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b>	GP06301990	9/1/2007	9/1/2008	\$1,000,000 EACH OCCURRENCE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS**  
 CONTRACT NO. D36984D, 2008-2009 KING COUNTY SOLID WASTE DIVISION WASTE REDUCTION AND RECYCLING PROGRAM GRANT AGREEMENT. KING COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS THIS CONTRACT ONLY AND SUBJECT TO POLICY TERMS, CONDITIONS & EXCLUSIONS. ADDITIONAL INSURED ENDORSEMENT ATTACHED.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

<b>CERTIFICATE HOLDER</b> KING COUNTY SOLID WASTE DIVISION 201 SOUTH JACKSON ST, SUITE 701 SEATTLE, WA 98104-3855 ATTN: MORGAN JOHN	<b>AUTHORIZED REPRESENTATIVE</b>   Susan J. Alderin
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**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS  
 ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS  
 OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR  
 INSURANCE.**

This endorsement changes your Public Entity Liability Protection  
 Pooling Groups – Excess of Self-Insured Retention.

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**How Coverage is Changed**

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

**Additional protected person when required by a written contract for insurance.**

Any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person. But only for covered injury or damage arising out of:

- premises you own, lease or borrow; or
- your work for that person or organization.

Any person or organization that you agree in a written contract of insurance to add as an additional protected person under this agreement is also a protected person for covered injury or damage arising out of your completed work for that person or organization. But only if the written contract for insurance specifically requires such completed work coverage for that person or organization and only for the period of time such completed work is required in the written contract for insurance

However, no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person for injury or damage arising out of its sole negligence.

In addition, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person only for the lessor of:

- the limits of coverage required by the written contract for insurance; or
- the limits of coverage available for this agreement.

*Written contract for insurance* means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

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<b>NAME OF INSURED</b>	Policy Number	Processing Date	Effective Date
Cities Insurance Association of Washington	GP06301990	3/4/2008	09/01/07

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**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS  
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS  
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR  
INSURANCE.**

This endorsement changes your Public Entity Liability Protection  
Pooling Groups – Excess of Self-Insured Retention.

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the bodily injury or property damage happens, or the personal injury or  
advertising injury offense in committed.

*Additional protected person* may also be called an additional insured in the written  
contract for insurance.

We explain the term your work and your completed work in the Products and completed  
work total limit section.

**Other Terms**

All other terms of your policy remain the same.

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	Policy Number	Processing Date	Expiration Date
Cities Insurance Association of Washington	GP06301990	3/4/2008	09/01/08

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# CITIES INSURANCE ASSOCIATION OF WASHINGTON

Exhibit C

## CERTIFICATE OF INSURANCE

ISSUE DATE 9/1/2007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>PRODUCER</b> Public Risk Underwriters 18106 140th AVENUE N.E. WOODINVILLE, WASHINGTON 98072-6874  PHONE (425) 482-6767    FAX (425) 482-2777	<b>COMPANIES AFFORDING COVERAGE</b>  <b>GENERAL LIABILITY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY  <b>AUTOMOBILE LIABILITY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY  <b>PROPERTY</b> AFFILIATED FM INSURANCE CO  <b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY
<b>INSURED</b> CITY OF REDMOND  A MEMBER OF CITIES INSURANCE ASSOCIATION OF WASHINGTON 15670 NE 85TH STREET PO BOX 97010; 3SFN REDMOND, WA 98073-9710	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="font-size: 2em; font-weight: bold; margin: 0;">RECEIVED</p> <p style="font-size: 1.5em; font-weight: bold; margin: 0;">SEP 14 2007</p> <p style="font-size: 0.8em; margin: 0;">King County WA DWRP</p> </div>

**COVERAGES**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b>				
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	GP06301990	9/1/2007	9/1/2008	GENERAL AGGREGATE \$31,000,000 PERSONAL & ADV INJURY \$21,000,000 EACH OCCURRENCE \$21,000,000 ANNUAL POOL AGGREGATE \$45,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
<b>AUTOMOBILE LIABILITY</b>				
ANY AUTO	GP060301990	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT \$21,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
<b>PROPERTY</b>				
	TZ452	9/1/2007	9/1/2008	\$100,000,000 LIMIT-\$100,000 DEDUCTIBLE \$50,000,000 LIMIT QUAKE WITH 3% QUAKE DED \$100,000 MINIMUM* \$50,000,000 LIMIT FLOOD WITH \$100,000 DED* *SEE POLICY FOR SPECIFICS
<b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b>				
	GP06301990	9/1/2007	9/1/2008	\$1,000,000 EACH OCCURRENCE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS**  
 INTERLOCAL AGREEMENT FOR THE WASTE REDUCTION AND RECYCLING GRANT PROGRAM; D29106D. KING COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. BLANKET ADDITIONAL INSURED ENDORSEMENT IS ATTACHED.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

<b>CERTIFICATE HOLDER</b> KING COUNTY SOLID WASTE DIVISION 201 SOUTH JACKSON ST., SUITE 701 SEATTLE, WA 98104-3855 ATTN: DEPARTMENT OF NATURAL RESOURCES	<b>AUTHORIZED REPRESENTATIVE</b>   Susan J. Alderin
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**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS  
 ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS  
 OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR  
 INSURANCE.**

This endorsement changes your Public Entity Liability Protection  
 Pooling Groups – Excess of Self-Insured Retention.

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**How Coverage is Changed**

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

**Additional protected person when required by a written contract for insurance.**

Any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person. But only for covered injury or damage arising out of:

- premises you own, lease or borrow; or
- your work for that person or organization.

Any person or organization that you agree in a written contract of insurance to add as an additional protected person under this agreement is also a protected person for covered injury or damage arising out of your completed work for that person or organization. But only if the written contract for insurance specifically requires such completed work coverage for that person or organization and only for the period of time such completed work is required in the written contract for insurance

However, no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person for injury or damage arising out of its sole negligence.

In addition, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person only for the lessor of:

- the limits of coverage required by the written contract for insurance; or
- the limits of coverage available for this agreement.

*Written contract for insurance* means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

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<b>NAME OF INSURED</b>	<b>Policy Number</b>	<b>Processing Date</b>	<b>Effective Date</b>
Cities Insurance Association of Washington	GP06301990	09/01/07	09/01/07

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**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS  
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS  
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR  
INSURANCE.**

This endorsement changes your Public Entity Liability Protection  
Pooling Groups – Excess of Self-Insured Retention.

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the bodily injury or property damage happens, or the personal injury or  
advertising injury offense in committed.

*Additional protected person* may also be called an additional insured in the written  
contract for insurance.

We explain the term your work and your completed work in the Products and completed  
work total limit section.

**Other Terms**

All other terms of your policy remain the same.

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