Page 1 of 5 Total Pages CONTRACT AMENDMENT CONTRACT NO D37984D PROJECT NAME Local Hazardous Waste Management Program DATE ENTERED 1/1/2008 CONTRACTOR City of Redmond AMENDMENT NO 1 **ADDRESS** PO Box 97010 1/1/2009 DATE ENTERED Redmond WA 98073-9710 **AMENDMENT AFFECTS** AMENDMENT REQUESTED BY Scope of Services Time of Performance **PHSKC** Compensation Organization Method of Payment Reliance P Shallow Terms and Conditions Name Results of Services 1 Purpose of Amendment This Amendment adds \$16,454 61 in funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2009 as authorized by the 2009 Annual King County Budget and changes Contract boilerplate language in two sections 2 AMEND **Contract Total \$16,253 12** TO READ **Contract Total \$32,707 73** 3 AMEND Contract Period January 1, 2008 - December 31, 2008 TO READ Contract Period January 1, 2008 - December 31, 2009 4 AMEND Exhibit I, Scope of Work by adding the attached Exhibit I - 2009, Scope of Work 5 AMEND Exhibit II, Budget/Invoice by adding the attached Exhibit II - 2009, 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 2008 "

terminate on the 31st day of December 2009 "

"Contract shall commence on the 1st day of January 2008 and shall

Section II A TERM AND TERMINATION

TO READ

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7 AMEND Section III B COMPENSATION AND METHOD OF PAYMENT

"The County shall make payment to the Contractor not more than 45 days after a complete and accurate invoice is received."

TO READ Section III B COMPENSATION AND METHOD OF PAYMENT

"The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received."

8 AMEND Section VI G MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS

"The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42 17

TO READ Section VI G MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS

"The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42 56 "

All other terms and conditions of the original contract 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 WASHINGTON FOR King Sounty Executive	Signature
3/2/09	JOHN MARCHIONE
Date	Name (please type or print) 2/6/69
	Date ()

EXHIBIT I - 2009

D37984D

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MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR 2009 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 Redmond will organize three citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled CFC appliances, TVs, computers, batteries 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

- 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 Jerome Jin at the City of Redmond, 15965 NE 85th Street, Redmond, at (425) 556-2811, (jjin@redmond gov) 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

- 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
- 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 - 2009 Budget/Invoice LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From The City of Redmond 15965 NE 85th St., Redmond, WA 98073-9710 To Paul Shallow, LHWMP Contract Administrator Seattle-King County Department of Public Health 401 Fifth Avenue Suite 1100 Seattle, WA 98104 Contract #D37984D Period of time ______ 2009 to ______ 2009 In performance of a signed Contract between King County and the City of Redmond, I hereby certify that the following expenses were incurred during the above-mentioned period of time Signature Date Component Current Expenses **Previous Charges** Budget Balance Description HHW Education HHW Collection \$16 454 61 TOTAL \$16,454 61

	For Health Department Use Only	
Local Hazardous Waste Ma	anagement Program Approval	
Paul Shallow	Date	