



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Jack Pace, Community Development Director

BY: Nancy Eklund, Senior Planner

CC: Mayor Ekberg

DATE: February 5, 2021

SUBJECT: 2021 - 2022 King County Solid Waste Recycling Grant Acceptance

ISSUE

Council approval is required to authorize the Mayor to sign an Interagency Agreement to receive \$69,717 in grant funding that King County Solid Waste Division has awarded to the Tukwila Recycling Program.

BACKGROUND

Tukwila has received a Waste Reduction/Recycling (WRR) grant from King County Solid Waste to support the Recycling Program’s work from January 1, 2021 through December 31, 2022. A signed agreement is required to receive the funds.

Tukwila’s Recycling Assistance Program operates exclusively through grant funding, without City of Tukwila General Fund or Utility Fund monies used. Tukwila has received the WRR grant for several years through a formula based on its population and employment. The WRR grant provides part of DCD’s budget and is regularly included in the City’s overall budget.

DISCUSSION

Waste Reduction/Recycling Grant (W/RR)

The attached Waste Reduction/Recycling grant from the King County Solid Waste division totals \$69,717 for the 24-month grant period. A portion of the WRR grant funds will be used to provide the required 25% match for the Coordinated Prevention Grant (CPG) grant from the Washington Department of Ecology. WRR grant funds are allocated as follows:

- *Residential Recycling Collection Events*
Funds will be used to support events in Spring 2021 and 2022 (pandemic permitting) to collect secondary recyclables (i.e., “hard-to-recycle” goods such as i.e., tires, sinks, furniture, bulky yard debris, etc.) from Tukwila and King County residents.

- *Commercial/Multifamily Recycling*

The bulk of the grant will assist Tukwila businesses on-site or through other methods as they: reduce waste; start or improve recycling programs; purchase recycled products; and use sustainable business practices. Staff will also work on multifamily properties with property managers and tenants, focusing on those properties with low recycling rates. We will also work with City of Tukwila facilities and purchasing. Funding will support consultant assistance, Department of Community Development staff hours, printed materials such as a resource guide sent to all businesses with their business license renewal, and support materials such as special collection containers and bags.

- *Residential Program – Rain Barrels*

The Recycling Program will purchase recycled plastic rain barrels and/or compost and worm bins and distribute them to residents at reduced cost during the Residential Collection Event and other City events, such as the Backyard Wildlife Festival.

- *Residential Program – Tukwila Community Garage Sale*

The Recycling Program will also conduct the annual Tukwila Community Garage Sale to encourage reuse and recycling among residents, pandemic permitting. Funding will be used to provide advertising and disseminate information about the event and reuse of goods to the public.

FINANCIAL IMPACT

None at this time. The WRR Grant does not require matching City funds.

RECOMMENDATION

Forward this item directly to the Special Meeting Consent Agenda of the February 22, 2021, Committee of the Whole meeting. This action will authorize the Mayor to sign an Interagency Agreement with the King County Solid Waste Division and accept grant funding for Tukwila's Recycling Assistance Program through December 31, 2022.

Attachment A:

- Interagency Agreement for 2021 and 2022 between King County and the City of Tukwila

INTERAGENCY AGREEMENT FOR 2021 and 2022

Between

KING COUNTY and the CITY OF TUKWILA

This two-year Interagency Agreement “Agreement” is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Tukwila, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as “Party” or “Parties.”

PREAMBLE

King County and the City of Tukwila adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp 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 Comp 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 services. 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 and incorporated herein by reference. Grant funding for this program is subject to the 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 Comp 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 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 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 2021 and 2022 shall not exceed **\$69,717**.
2. This Agreement provides for distribution of 2021 and 2022 grant funds to the City. However, grant funds are not available until January 1, 2021.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined 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 both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

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 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 17, 2023.

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 by March 18, 2022 and March 17, 2023.

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 5th working day of January 2022 and January 2023, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

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 2025.

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 materials.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. 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 agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. This project shall be administered by Nancy Eklund, Senior Planner, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 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.

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 Tukwila" and/or "text provided courtesy of the City of Tukwila."
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 Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2021 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2021, and shall terminate on June 30, 2023. The City shall not incur any new charges after December 31, 2022. However, if execution by either Party does not occur until after January 1, 2021, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2021 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 request by the City and written 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. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. 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 and additional insured endorsement 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.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership 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:

Lucy Auster, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
Lucy.auster@kingcounty.gov

If to the City:

Nancy Eklund, Senior Planner, or a provided designee
City of Tukwila
6300 Southcenter Boulevard
Tukwila, WA 98188

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

City of Tukwila

Allan Ekberg, Mayor

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Date

Scope of Work

A. Basic Information

1. City of Tukwila
2. Waste Reduction and Recycling (WRR) grant program
3. Contact Information:
Nancy Eklund, Senior Planner
City of Tukwila
6300 South center Boulevard
Tukwila, WA 98188
206.433.7141 (phone)
Nancy.Eklund@TukwilaWa.gov
4. The City of Tukwila will work with a consultant to implement a business and multi-family recycling assistance program for 2021-2022. We plan to use Olympic Environmental Resources to operate our Special Recycling Event. There are also several residential programs we will be continuing to support. The WR/R grant will also fund labor costs for Tukwila staff that work on and manage all WR/R-funded programs and tasks.
5. Budget: \$69,717 Total, including:
Task 1. Residential Recycling Collection Events
Task 2. Commercial/Multifamily Recycling
Task 3. Residential Program – Rain barrels
Task 4. Residential Program – Tukwila Community Garage Sale (if restrictions on gathering due to the pandemic are removed)

B. Scope of Work

Task 1: Tukwila Residential Recycling Collection Events (RCE)

a. Consultant

Olympic Environmental Resources

b. Schedule

Spring, 2021 and 2022 (dates may vary depending on COVID-19 impacts)

c. Program/Project Specifics

- Total number of events - Two
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers*

- Ferrous Metals
 - Non-ferrous Metals
 - Tires*
 - Mattresses
 - Styrofoam (TBD)
 - Lead Acid Batteries
 - Household Batteries
 - Porcelain Toilets and Sinks*
 - Propane Tanks*
 - Cardboard
 - Reusable Household Goods
 - Textiles
 - Used Motor Oil
 - Used Motor Oil Filters
 - Used Antifreeze
 - Used Petroleum Based Products
 - Electronic Equipment
- (*User fees apply)

- The following educational materials will be distributed:
 - Information on City Recycling Programs
 - Local Hazardous Waste Management Plan Educational Materials produced by King County Department of Natural Resources
 - Other educational materials as appropriate.
- Event promotional methods:
 - Promotional flyer mailed directly to Tukwila residents, and if open, placed in info stands at City Hall sites and Tukwila Community Center.
 - Notices on Tukwila’s website, social media, and cable channel (if available), and “Tukwila Reporter” community newspaper
 - Publicizing the event through the King County Solid Waste Division Promotional Activities.
- Event staffing
 - Key personnel will include consultant staff, and vendors. Experienced qualified individuals will fill the event greeter, education personnel, and traffic control personnel positions.

d. Performance and Impact Objectives

The City plans to send out approximately 8,000 promotional flyers to Tukwila households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City of Tukwila has approximately 7,200 households.

By collecting the materials listed above, they will be diverted from the waste stream and processed for recycling and reuse. The events will also provide an opportunity to recycle moderate risk waste. Public Health – Seattle & King County, the City of Tukwila, and Washington State Department of Ecology will pay for event expenses as well.

By hosting Recycling Collection Events, Tukwila can reduce the amount of recyclable material going to the local landfill. Based on prior residential collection events, the City expects that approximately 375 to 475 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This is expected to result in approximately 20-25 tons of material diverted from the local waste stream for recycling per year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents regarding recyclable materials, demonstrate the range of recycling opportunities, and improve behavior in the purchase, handling, and disposal of recyclable materials.

e. Evaluation

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Graphic or tabular comparison of 2021 and 2022 volumes and vehicles with prior years' events

WRR funds will provide the 25% required match for the State of Washington Department of Ecology's Local Solid Waste Financial Assistance (LSWFA) grant, which will fund the remaining 75% of the Recycling Program's portion of event. Funding also comes from the Tukwila Fire Department and the Local Hazardous Waste Management Program

Task 2: Commercial/Multi-Family Recycling

a. Project Manager

Nancy Eklund, Senior Planner, City of Tukwila

b. Consultant

The City of Tukwila will work with a consultant/recycling technical assistance specialist.

c. Schedule

First quarter, 2021 – December 31, 2022

d. Program/Project Specifics

Business Outreach/Technical Assistance

The City of Tukwila will provide technical assistance to help businesses, including City of Tukwila facilities, start, or improve recycling programs, waste prevention and purchase of recycled products either by e-mail, telephone, mail, or on-site visits.

City of Tukwila staff, assisted by a Business Recycling and Waste Prevention Specialist (consultant to the City of Tukwila), will respond when individual businesses, multi-tenant properties and property managers request assistance. We expect to generate requests for recycling assistance by providing information about business recycling services on the City of Tukwila's website, articles in the Chamber of Commerce's social media, and by including information and articles about City-sponsored recycling programs in the City's newsletter, the "Tukwila Hazelnut". We will send targeted postcards (and emails as possible) to Tukwila businesses, advising them of free recycling service and technical assistance. We will offer free desk-side recycling containers made of recycled plastic as an incentive to businesses that start or improve recycling/waste reduction/stewardship programs. If other opportunities arise, especially given the impact of the pandemic on business operations in the City, we will adjust the work plan for greatest effectiveness.

We will strive to improve recycling, waste reduction and environmentally preferable purchasing practices at City of Tukwila facilities, and at any City-sponsored events for the public.

We will highlight outstanding business recycling programs throughout Tukwila through "Tukwila Green Works" and "Tukwila Business Recycler of the Year" programs. Timely, scheduled telephone follow-up will be provided to all businesses reached for technical assistance either by the staff project manager or the consultant.

We will assist businesses with recycling, waste prevention and purchasing of recycled content goods, and, when possible, also furnish information about product stewardship, and conserving other resources used in typical business activities. We will give them information about recycling onsite, as well as proper offsite disposal/recycling of electronics and mercury bulbs. By contacting companies directly with individualized information, we hope to prepare and motivate businesses to change and improve their solid waste behaviors.

Tukwila's solid waste contract with Waste Management includes embedded commercial recycling. We will work with Waste Management and other recycling companies to increase signups. We will continue to coordinate with King County's Business Recycling Program by working with any Tukwila business that is referred to us, and to participate in the Solid Waste Division's industry, topic, or area-specific campaigns.

Multifamily Outreach/Technical Assistance

City of Tukwila staff, assisted by a Recycling and Waste Prevention Specialist (consultant to the City of Tukwila) will respond when multifamily residential properties and property managers request assistance to help set up, right-size, or problem-solve with onsite

recycling and/or composting issues. We will dovetail with Waste Management on identifying those sites that are low-level recyclers and reach out directly to property owners and managers to provide information, conduct on-site education, act as an interface with the solid waste provider, and provide promotional materials for recycling, such as collection bags, signage, etc. We will follow up on issues identified by Waste Management interns during their summer outreach efforts (if permitted by the pandemic).

In the winter and spring of 2021, when outreach opportunities at multifamily sites will most likely be restricted due to impacts from the pandemic, we will be creating informational handouts, and purchasing promotional items and in-unit collection bags to be used for creating home recycling kits. These will be distributed at a variety of community gathering locations, such as the Tukwila King County Library during book pick up/drop off, at Tukwila parks during outreach and meal drop off by the Parks Department, and other locations as the opportunities arise.

We will also be investigating using a portion of the funding to develop transcreated materials on recycling and waste prevention for distribution to Tukwila's diverse residential population.

Commercial and Residential Promotion/Education

We plan to promote residential and non-residential recycling and waste prevention by through a variety of activities (as permitted by the pandemic restrictions), including a selection of the following:

- Recycling and waste prevention information on Tukwila's website.
- Preparing a Business Recycling Guide including information promoting non-residential recycling and proper disposal of electronics, mercury bulbs, other hazardous materials.
- "Tukwila Green Works" program to recognize outstanding business performance.
- "Tukwila Business Recycler of the Year" award to stimulate interest in recycling
- Purchase, distribute additional recycled content promotional materials (i.e. pens, pencils, sporks, kitchen-counter composting buckets)
- Purchase and distribute desk side recycling containers free of charge as an incentive for businesses to begin or upgrade recycling programs (as permitted by the pandemic restrictions).
- Materials, such as in-unit collection bags or educational flyers, may be purchased and distributed to multi-family complexes.
- Transcreated materials in the top five languages in Tukwila.
- Waste Management and City of Tukwila utility bill inserts.

We will coordinate our promotion/education activities with King County's resources and programs as appropriate.

e. Performance and Impact Objectives

- Increase awareness among Tukwila businesses of the benefits of recycling and the technical assistance which the City offers.
- Increase awareness of and support for product stewardship.

- Work with businesses and multi-family complexes to sign up for recycling services, including the free recycling services offered via contract with Waste Management, and to down-size garbage service to save money and/or be more environmentally friendly.
 - Expand the number of businesses and multi-family complexes who sign up for recycling and ultimately improve waste diversion.
 - Reduce waste produced by businesses and ensure that businesses are recycling the correct items onsite, and bringing other items, such as computers, to proper recycling facilities.
 - Assistance to at least 50 businesses, including at least 20 on-site visits (as permitted by pandemic restrictions).
 - Assistance to at least 5 multifamily complexes, including distributing materials to facilitate recycling, such as bags.
- f. Evaluation**
- Follow-up with selected businesses and/or multi-family complexes to see if they have implemented program changes and to determine which assistance measures were the most helpful in changing recycling-related behaviors.
 - Keep data including:
 - the number of businesses and/or complexes assisted
 - type of assistance provided (mail, e-mail, on-site, other)
 - a list of business names, addresses, contact persons, and telephone numbers (and other business data) for the businesses assisted;

Task 3: Residential Program – Rain barrels

a. Project Manager

Nancy Eklund, Senior Planner, City of Tukwila

b. Consultant

We will work with Olympic Environmental Resources to distribute rain barrels during Residential Collection Events.

c. Schedule

Rain Barrels to be sold in 2021 and 2022. We will be purchasing additional rain barrels for sale.

d. Program/Project Specifics

Rain barrels are popular green gardening products for Tukwila residents. In prior years, the City has offered rain barrels for residents at significant subsidy. They have been well-received and have increased water conserving (rain barrel) behavior among Tukwila residents, as well as awareness of recycled content goods. This project will make it easier for Tukwila residents to buy and use recycled-content rain barrels to conserve water and practice other green gardening activities.

Grant funds will be used to buy and store barrels, and work with a contractor to sell the barrels at the annual RCE.

e. Performance and Impact Objectives

- Encourage greater awareness and use of water conservation and green gardening strategies by (single-family) Tukwila residents
- Help home gardeners to acquire and use recycled-content gardening equipment (i.e. recycled plastic rain barrels)
- Buy recycled plastic rain barrels to sell to Tukwila residents at a reduced cost.
- Divert plastic from the waste stream
- Promote the use of recycled content products

Tukwila will purchase recycled plastic rain barrels and sell them at a 50 to 60 percent discount to Tukwila residents at Residential Recycling Collection Events (RCE) and at the Tukwila Backyard Wildlife Festival (if pandemic does not restrict) in 2021 and 2022. To encourage purchase and use, we will charge the residents a reduced fee per rain barrel. The City will publicize the distribution event(s) through its Residential Collection Event (RCE) mailing to all Tukwila residents and on the City's website.

Each recycled plastic rain barrel weighs approximately 40 pounds and diverts approximately twice that amount (80 pounds) from the waste stream. We expect to sell all the bins. This will divert a significant amount of plastic from the waste stream and clearly demonstrate the use of a high-quality product made from recycled content. In addition to encouraging market development for plastics, distributing rain barrels encourages Tukwila residents to conserve water for reuse in the lawn and garden, and reduces surface water runoff.

f. Evaluation

- Track number of rain barrels distributed to residents.
- Sample email survey of rain barrel purchasers to determine use levels.

Task 4. Residential Program - Tukwila Community Garage Sale

a. Project Manager

Nancy Eklund, Senior Planner, City of Tukwila

b. Schedule

Summer, 2021 and 2022, if permitted per the pandemic restrictions. If the pandemic precludes holding this event, we will reallocate the funding for this task.

c. Program/Project Specifics

WRR funds will support Tukwila's recycling and reuse-oriented Community Garage Sale. Tukwila residents will hold garage/yard/rummage sales at their homes across Tukwila for one summer weekend. Tukwila will use WRR funding to provide resources for staffing,

advertising, and information about the event and reuse of goods to be disseminated to the public.

d. Performance and Task Objectives

- Support recycling, reuse of household goods, and waste prevention by supporting an event, such as the community-wide “garage sale” for Tukwila residents, and updating recycling information on the City of Tukwila website.
- Promote reuse and recycling of goods by Tukwila residents who hold garage/yard/rummage sales at their homes
- Raise awareness of reuse and recycling among the public that shops at Tukwila Community Garage Sale sites throughout the community.

e. Evaluation

- Track number residents participating in Community Garage Sale.
- Survey all participants in the Community Garage Sale to see their satisfaction with the Community Garage Sale, and to gauge their interest in future recycling/waste prevention programs and activities.

2021-2022 WRR Grant Guidelines - Revised

Program Eligibility:

The King County Solid Waste Division (SWD) SWD has updated the WRR Recycling Case Studies document (Attachment 3) and created a WRR Case Studies Summary (Attachment 4), which include many creative and innovative project ideas for WRR Grant proposals/scopes of work. These case studies offer ideas for influencing waste prevention and recycling consistent with Title 10 of King County Code, the King County Strategic Climate Action Plan, and the King County 2019 Comprehensive Solid Waste Management Plan, all of which have policies to achieve Zero Waste of Resources by 2030. SWD strongly encourages consideration of these projects in the development of grant proposals and encourages Cities to leverage WRR grant funds with multi-City projects.

Grant funds may be used for a variety of WRR related programs consistent with the Comp Plan. Cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Cities may choose to use their funding on one program or a combination of programs. For WRR program ideas, please refer to the Case Studies, which includes the examples below.

Examples of innovative projects:

- City Development of Contracts for “Responsible Recycling.”
- King County Solid Waste Division Market Development for Recycled Materials.
- King County Climate Action Through Low Embodied Carbon Purchasing.
- King County SWD: Multicultural Recycling Outreach - Recicla Mas! Es Fascilísimo.
- Regional Code Development for C&D Diversion.
- Purchase School Milk Dispensers and Reusable Cups to Replace Single-use Milk Cartons.
- City of Auburn Commercial Food Waste Outreach.
- City of Bellevue Recycling Unusual of Bulky Items.
- City of Kirkland Organics Contamination Enforcement – Cart Tagging

Please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov if you have questions about specific program eligibility and/or consistency with the Comp Plan.

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Household Hazardous Waste (HHW) education programs.
- Collection of any household hazardous waste items including, but not limited to:
treated wood, paint, lead acid batteries, oil, gasoline, and antifreeze, fluorescent lights.

Cities should pursue funding for HHW collection or education programs through the King County Hazardous Waste Management Program (Haz Waste) or the Washington State Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program.

Grant Administration

Requests for Reimbursement:

Cities may submit one request for reimbursement per year during the funding cycle, due no later than March 18, 2022 and March 17, 2023. Alternately, cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

Accrual Reporting:

By the 5th working days of January 2022 and January 2023, Cities must notify SWD of the amount of their total expenditures for work that has been completed but for which a request for reimbursement has not yet been submitted, so that SWD can accrue the amounts.

Progress Reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. All progress reports must be signed by a City official. Signed reports may be scanned and emailed.

Amendments

Formal amendments to grant Interagency Agreements (IAAs) are unnecessary unless the City wishes to significantly change its scope of work and/or budget. In general, a significant change would be one in which the City wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the City should contact SWD when considering changes to their scopes and budgets to determine if a formal amendment is needed.

SWD has streamlined the amendment process to make it easier for Cities to make changes. A City wishing to amend its scope of work will send an email to Lucy Auster with a revised scope of work, including the following:

- A brief description of any new tasks, the amount, and the start and end dates.
- A brief description of additional work you will do in any existing task you wish to move funds into from another task, the amount, and start and end dates.
- A brief description of work currently in your scope that you will not be doing, the amount that will either be going to a new task or moving to an existing task and if so which one, and a start date.

Any work included in the new scope still needs to be consistent with the [Comp Plan](#). Once the new scope of work is approved, SWD will follow up with a unilateral amendment to your agreement, which does not require City signature.



Insurance Authority

P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

10/22/2020

Ref#: 13012

King County Solid Waste
Attn: Lucy Auster
201 S Jackson St
Seattle, WA 98104

Re: City of Tukwila
WRR GRANTS 2021-2022

Evidence of Coverage - Exhibit C

The City of Tukwila is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Tukwila. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Tukwila all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Roscoe'.

Rob Roscoe
Deputy Director

cc: Vicky Carlsen
Lynn Miranda

BUDGET SUMMARY REPORT FORM
2021-2022 Waste Reduction & Recycling Grant Program

City: _____ Date: _____
Address: _____ Phone: _____
Invoice #: _____
Report Period: _____
Preparer's Name: _____ Contract #: _____

Total amount requested this period: _____
Total amount previously invoiced: _____
Original interlocal amount: _____
Total amount charged to date: \$ -
Amount remaining for completion of interlocal: \$ -

Table with 6 columns: Task #, Scope of Work Description (Task/title), Budget, Current Quarter Costs, Amount Previously Invoiced, Remaining Balance. Includes a TOTALS row at the bottom.

For King County Use
Contract # 0
Project 1126942 Org 720122 Exp.Account 54150 Task 22.000'
Purchase Order # _____ Requisition # _____ Receipt _____
Supplier # _____ Supplier Pay Site _____ Invoice # _____ Payment Type _____

Total charges this period are approved for payment \$ _____
Project Manager: _____ Date _____

King County Waste Reduction Recycling Grant

Expense Summary Form

2021-2022 Grant Cycle

City of _____

Reimbursement Request # _____

Date _____

Contract # _____

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
Total					0