



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Hari Ponnekanti, Public Works Director
BY: Colleen Minion, Solid Waste Analyst
CC: Mayor Allan Ekberg
DATE: September 15, 2023
SUBJECT: King County Re+ Grant Acceptance

ISSUE

Formal City acceptance of a King County Re+ Grant in the amount of \$83,000.

BACKGROUND

This project will support food service businesses across the City of Tukwila, the City of Burien, and the City of Maple Valley in setting up organics services and establishing best practices to comply with the new Organics Management Law. The cities will work with a consultant to identify and perform outreach at priority businesses for organics service, with a focus on frontline businesses that need to comply by 2024 and 2025. This project is a collaboration between the City of Tukwila, the City of Burien, and the City of Maple Valley.

DISCUSSION

Projected outcomes from this project include:

- Increase the number of businesses in each city (25 per city) that subscribe to organics service
- Increase the tonnage of organics collected in each city by 25-50%
- Support frontline community members who own or manage food service businesses in understanding the Organics Management Law

Funds will be used to contract out for project services including project planning, development, evaluation, site visits, and translation. Funds will also be used to purchase supplies such as “slim jim” style waste receptacles and signage. Funds are available from the date the contract is signed – December 31, 2024.

FISCAL IMPACT

There is no required match for acceptance of this grant.

RECOMMENDATION

City Council is being asked to formally accept King County’s Re+ Grant on the Consent Agenda at the October 2, 2023 Regular meeting.

ATTACHMENTS: Interagency Agreement
Scope of Work

INTERAGENCY AGREEMENT FOR THE 2023-2024 RE+ CITY GRANT PROGRAM

Between

KING COUNTY and the CITY OF TUKWILA

This Agreement for Award of Re+ Grant Funds (“Agreement”) is executed between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Solid Waste Division, 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.”

1. RECITALS

1.1 In 2022, King County launched the Re+ initiative to reinvent the region’s waste system to keep materials in use longer and reduce greenhouse gas emissions. The City of Tukwila signed onto the Re+ Pledge affirming their support and collaboration towards the shared vision that Re+ represents. The County developed the Re+ City Grant Program, as authorized in King County Code 10.14.025, to support Cities’ efforts to invest in, develop, and deliver on projects that help create a more circular economy, where waste is minimized, materials are kept in use longer, and natural systems are regenerated. Cities that operate under the Solid Waste Comprehensive Management Plan that have signed the Re+ Pledge are eligible to apply for this competitive funding.

1.2 King County has developed the criteria for program eligibility in the Grant Guidelines, attached hereto and incorporated herein as Exhibit A. King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit B, are consistent with the Re+ Program and with the Grant Guidelines.

1.3 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Re+ City Grant Program funding to the City subject to the budget approval process of the King County Council.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

2. AWARD OF GRANT; CONDITIONS OF GRANT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to grant the City an award of Re+ City Grant Program funds not to exceed \$83,000.00 (the "Award") on a reimbursement basis as described in Section 2.4. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Re+ City Grant Program funds to provide waste reduction and recycling programs and/or services as outlined in Exhibit B. The total amount of funds available from this grant in 2023 and 2024 shall not exceed **\$83,000.00**.

2.4 This Agreement provides for distribution of 2023 and 2024 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that a) the activities occurred after the City accepts the County's award notification in writing; b) the activities have been identified by the City as being within the Grant Guidelines, attached herein as Exhibit A, and Scope of Work, attached herein as Exhibit B; b) the expenses are incurred in carrying out the Scope of Work and are authorized by this Award; and c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

2.5 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 completed progress report, which is attached hereto as Exhibit C and incorporated herein by reference; 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. 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 21, 2025.

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 15, 2024 and March 21, 2025.

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 2024 and January 2025, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

2.6 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.

2.7 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 B, 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 B.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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."

2.15 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 Re+ City Grant Program. The City agrees to recognize King County on all printed materials developed or purchased using Re+ City Grant Program funds. 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.

2.16 The City will provide the King County Project Manager with the date and location of each Re+ City Grant Program-funded 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.

2.17 This project shall be administered on the City's behalf by Colleen Minion, Solid Waste Analyst, or designee.

2.18 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."

2.19 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.

2.20 The Re+ City Grant Program shall be administered on King County's behalf by Annie DeCosta-Klipa, Project Manager, King County Solid Waste Division, or designee.

3. DURATION OF AGREEMENT

This Agreement shall become effective on the date of execution of the Agreement by both the County and the City, and shall terminate on June 30, 2025. The City shall not incur any new charges after December 31, 2024. However, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between the City's acceptance of the award notification from the County to the City in writing, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.4 of the Agreement.

4. TERMINATION

4.1. 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.

4.2. King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County's costs associated with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3 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, or statements as specified in Section 2.5 and Section 2.7

4.4 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.

4.5 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.

5 AMENDMENTS

This Agreement may be amended only by written agreement of the 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. Amendments 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. Funds may be moved between tasks in the scope of work, attached as Exhibit B, upon written notification by the City to King County and written approval by the County.

6 HOLD HARMLESS AND INDEMNIFICATION

The City agrees to indemnify, defend and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

The City's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (ii) Indemnification of claims made by the City's own employees or agents; and (iii) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the Parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from The City. The provisions of this Section 6 shall survive the expiration, abandonment, or termination of this Agreement.

7 INSURANCE

7.1 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 the City's behalf pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit F, unless Section 7.2 applies.

7.2 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 acknowledgment of self-insurance is attached to this Agreement as Exhibit F.

7.3 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 acknowledgment/certification of current membership is attached to this Agreement as Exhibit F.

8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and the 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.

9. TIME IS OF THE ESSENCE

The County and the City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit B shall be completed by the City no later December 31, 2024. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

10. 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.

11 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:

Annie DeCosta Klipa, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
adecostaklipa@kingcounty.gov

If to the City:

Colleen Minion, Solid Waste Analyst, or a provided designee
City of Tukwila
6300 Southcenter Blvd, Suite 200
Tukwila, WA 98188

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

City of Tukwila

King County

Allan Ekberg, Mayor
City of Tukwila

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Date

For Review Only

Re+ City Grant Program – Agreement with the City of Tukwila

Scope of Work and Budget

Initiative Title: Organic Solutions: Empowering Food Businesses for Sustainable Waste Management

Funding Amount: \$83,000.00

Initiative Summary:

This project will support food service businesses across the City of Tukwila, the City of Burien, and the City of Maple Valley in setting up organics services and establishing best practices to comply with the new Organics Management Law. The cities will work with a consultant to identify and perform outreach at priority businesses for organics service, with a focus on frontline businesses that need to comply by 2024 and 2025. This project is a collaboration between the City of Tukwila, the City of Burien, and the City of Maple Valley.

Project Description:

A key pillar of the project is providing technical assistance for food service businesses to begin composting their food scraps through organics service. This project aims to reduce barriers to food scraps composting and set both large and small businesses up for success.

Task 1: Planning, Development, and Evaluation

- Review existing compost services, client lists of businesses within each municipality, and the new Organics Management Law.
- Identify priority businesses, with a focus on frontline businesses that may be impacted by the Organics Management Law.
- Identify or develop education and outreach materials that can be used to target any food waste-generating facility. The materials will be available in the top 3 most common languages for the municipalities. Applicable materials will be printed for distribution.
- Develop potential survey questions, outreach protocols, staff training, and determine data tracking processes.

Task 2: Site Visits and Outreach

- Visit identified priority businesses to conduct outreach and provide educational materials about the Organics Management Law.
- Provide technical assistance to identified businesses, which includes working with the business to set up organics service, a walk-through of the site, providing one starter slim jim for back-of-house food waste collection, working with the business to determine where the organics cart will be placed, and providing additional outreach and educational materials as needed.
- Conduct follow-up visits to check for contamination in the organics bin.
- Conduct surveys with businesses to assess the effectiveness of the program and understand lessons learned.

Project Outcomes:

Projected outcomes from this project include:

- Increase the number of businesses in each city (25 per city) that subscribe to organics service

- Increase the tonnage of organics collected in each city by 25-50%
- Support frontline community members who own or manage food service businesses in understanding the Organics Management Law

Project Deliverables:

Projected deliverables from this project include:

- A list of priority businesses in each city that will likely be impacted by the Organics Management Law in the next 4 years
- In-language educational materials identified and/or developed
- Organics technical assistance provided to approximately 75 businesses
- Post-surveys to assess program effectiveness and lessons learned

Budget:

Item	Estimated Timing by Quarter	Expenditure Type	Unit Price	Quantity	Amount Paid by Grant
Project planning, development, and evaluation	All quarters	Personnel for other project team members	\$140	185	\$25,900
Site visits and outreach	All quarters	Personnel for other project team members	\$140	365	\$51,100
Supplies, such as slim jims and signage	All quarters	Supplies and materials	N/A	N/A	\$5,400
Translation services	All quarters	Translations of materials	N/A	N/A	\$600
					\$ 83,000

Line items in the above table can be transferred with written approval by the King County Project Manager. A contract amendment will be required for any changes that increase the overall price of the contract.