

**CITY OF DUVALL
COUNCIL MEETING AGENDA
January 15, 2019 7:00 PM**

Riverview Educational Service Center – 15510 – 1st Ave NE

CITY COUNCIL COMMITTEE OF THE WHOLE: 5:30 PM

- I. Good of the Order
- II. Items
 1. 2019 Council work plan
 2. Council retreat
 3. 2019 Legislative Agenda

Written Reports

- December 2018 Sales Tax Report

Call to Order

Flag Salute

Roll Call

I. Additions or Corrections to the Agenda:

II. Adoption of the Council Agenda:

III. Consent Agenda:

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the regular Agenda at the request of a Councilmember.

1. Committee of the Whole Minutes and Council Minutes for December 18, 2018;
2. Special Council Minutes for January 8, 2019;
3. Payroll for December 16-31, 2018 in the amount of \$ _____
(to be provided)
4. Payroll for January 1-15, 2019 in the amount of \$ _____
(to be provided)
5. Claims in the amount of \$ _____
(to be provided)

IV. Ratification of Contracts under Declaration of Emergency:

Items listed below have been authorized by Council per Resolution 18-10, Declaring an Emergency pursuant to RCW 39.04.280. All listed items will be ratified by one motion.

None

V. Comments from the Audience:

VI. Scheduled Items:

1. Mayor:
2. Council:
3. Administration Update
4. King County Fire District 45

VII. Presentation: *None*

VIII. Public Hearing: *None*

IX. New Business:

1. (AB19-03) Resolution – Lifting Declaration of Emergency
discussion – A. Ockerlander
2. (AB19-04) Grant Agreement – Waste Reduction and Recycling Program (WRR)
discussion/decision – J. Wycoff
3. (AB19-05) Grant Agreement – Local Hazardous Waste Management Program (LHWMP)
discussion/decision – J. Wycoff

X. Unfinished Business:

1. (AB19-06) Approve Resolution adopting a Public Facility Use and Rental Policy and repealing Resolution 02-12.
decision – C. Hert

XI. Executive Session: *None*

XII. Adjournment

**CITY OF DUVALL
CITY COUNCIL**

**DRAFT COMMITTEE OF THE WHOLE MINUTES
December 18, 2018 – 5:30 p.m.
Riverview Educational Service Center – 15510 – 1st Ave NE**

Acting Mayor Pro Tem Remington called the meeting to order at 5:31 p.m.

Council present: Michelle Hogg, Mike Remington, Dianne Brudnicki, Amy McHenry, Jennifer Knaplund (absent: Matthew Eyer, Jason Walker)

Staff present: Lindsey Vaughn, Carey Hert, Diana Hart, Shaun Tozer, Jodi Wycoff

I. Good of the Order

Acting Mayor Pro Tem Remington handed out a proposed City Council work plan for 2019 and asked Council to review it and get any suggested edits to him for a future discussion.

Lindsey Vaughn, Finance Director, said that the current audit from the State Auditor’s Office is almost complete; however, the exit conference will not occur until January due to scheduling issues.

II. Legislative Agenda

Diana Hart, Administrative Assistant, gave a presentation and led a discussion regarding the State legislative process and proposed items for City of Duvall’s 2019 Legislative Agenda. Ms. Hart reviewed each item on the proposed list and asked for Council feedback. The list will be revised based on Council feedback and will be brought forward to a future meeting for further discussion.

III. Adjournment

The Committee of the Whole adjourned at 6:41 p.m.

Written Reports – *The following written reports were distributed in the Committee of the Whole packet.*

- Depot Building Repairs

ATTEST:

Michael Remington, Acting Mayor Pro Tem

Jodi Wycoff, City Clerk

CITY OF DUVALL
DRAFT COUNCIL MEETING MINUTES
December 18, 2018
7:00 P.M. – Riverview Educational Service Center
15510 – 1st Ave NE

Committee of the Whole Meeting: 5:30 P.M.

The City Council Meeting was called to order by Mayor Ockerlander at 7:01 P.M.

Roll Call: Amy McHenry, Michelle Hogg, Mike Remington, Dianne Brudnicki, Jennifer Knaplund (absent: Matthew Eyer, Jason Walker)

Staff Present: Carey Hert, Lindsey Vaughn, Shaun Tozer, Jodi Wycoff, Cory Clark, City Attorney Rachel Turpin

I. Additions or Corrections to the Agenda:

Under Consent Agenda add: Payroll for 12/05/18 in the amount of \$178,454.03; Payroll for 12/20/18 in the amount of \$107,243.27; and Claims in the amount of \$333,833.37; and under Scheduled Items add: Councilmember Remington.

II. Adoption of Council Agenda:

It was moved and seconded (Hogg-Remington) to adopt the 12/18/18 Council Agenda. The motion carried (5 ayes).

III. Approval of Consent Agenda:

It was moved and seconded (Brudnicki-McHenry) to approve the consent agenda which includes approving the Committee of the Whole and City Council minutes of 12/04/18; Special Committee of the Whole minutes of 12/11/18; Payroll for 12/05/18 Checks #29126-29133 in the amount of \$178,454.03 including EFTs in the amount of \$104,120.65; Payroll for 12/20/18 Check #29214 in the amount of \$107,243.27 including EFTs in the amount of \$105,530.04; and Claims Checks #29135-29213 and #29134 in the amount of \$333,833.37 including EFTs in the amount of \$11,955.02. The motion carried (5 ayes).

IV. Ratification of Contracts under Declaration of Emergency:

There were no contracts for ratification.

V. Comments from the Audience:

There were no comments from the audience.

VI. Scheduled Items:

1. Mayor:

Mayor Ockerlander gave an update on recent and upcoming events and meetings as well as items she has been working on.

2. Council:

Councilmember Remington stated that as incoming Mayor Pro Tem, the Council seating arrangement is part of his responsibilities and that unless Council objects, he intends to just switch seats with outgoing Mayor Pro Tem Eyer. There were no objections.

3. Administration Update:

Carey Hert, Interim Deputy City Administrator, introduced Officer Cory Clark, who is in charge of the D.A.R.E. program. Officer Clark presented Paul Sanders, owner of Pacific Bike & Ski, with an award of appreciation for providing bikes at a reduced cost to Duvall Police Department which are awarded to D.A.R.E. program essay winners.

4. King County Fire District 45:

Fire Chief, David Burke, reported on call volume to date and said that the District received an AA rating after their recent bond review. Chief Burke said that they are beginning the permit processes for their new station and have ordered two new engines. Lastly, Chief Burke reported on deployments that District 45 staff have responded to in 2018.

VII. **Presentation:** *None*

VIII. **Public Hearing:** *None*

IX. New Business:

1. (AB18-93) Confirm Mayor Ockerlander’s re-appointment of Noha Abdo to the Duvall Cultural Commission Position 8, a three-year term ending 12/31/21.

It was moved and seconded (Brudnicki-McHenry) to confirm Mayor Ockerlander’s re-appointment of Noha Abdo to the Duvall Cultural Commission Position 8, a three-year term ending 12/31/21. The motion carried (5 ayes).

2. (AB18-94) Approve Resolution #18-23 rejecting all bids submitted for the 2018 Portable Pumping Unit.

It was moved and seconded (McHenry-Remington) to approve Resolution #18-23 rejecting all bids submitted for the 2018 Portable Pumping Unit. The motion carried (5 ayes).

3. (AB18-95) Approve Resolution #18-24 authorizing delinquent accounts to be written off.

It was moved and seconded (Brudnicki-Remington) to approve Resolution #18-24 authorizing delinquent accounts to be written off. The motion carried (5 ayes).

X. Unfinished Business:

1. (AB18-74) Approve Resolution #18-25 approving the 2019-2024 Six-Year Capital Improvement Plan.

It was moved and seconded (McHenry-Brudnicki) to approve Resolution #18-25 approving the 2019-2024 Six-Year Capital Improvement Plan. The motion carried (5 ayes).

2. (AB18-82) Resolution - Public Facilities Use and Rental Policy

Carey Hert, Interim Deputy City Administrator, explained that the rental fees were removed from the Policy since the first review and they will be brought forward under a separate resolution in January. This item (policy only) will be on the next agenda for action.

3. (AB18-84) Adopt Ordinance #1249 amending Ordinance No. 1227 adopting the budget for the fiscal year 2018 for the purpose of accounting for adjustments to revenues and expenditures; providing for severability; and establishing an effective date.

It was moved and seconded (Brudnicki-McHenry) to adopt Ordinance #1249 amending Ordinance No. 1227 adopting the budget for the fiscal year 2018 for the purpose of accounting for adjustments to revenues and expenditures; providing for severability; and establishing an effective date. The motion carried (5 ayes).

4. (AB18-91) Approve and authorize the Mayor to sign service contract with allstream for phone services for City facilities.

It was moved and seconded (Hogg-McHenry) to approve and authorize the Mayor to sign service contract with allstream for phone services for City facilities. The motion carried (5 ayes).

XI. Executive Session: Qualifications of an applicant for public employment – 15 minutes

RCW 42.30.110(1)(g)

7:45 p.m. City Council went into a 15-minute Executive Session regarding qualifications of an applicant for public employment.

In attendance at Executive Session: Mayor Amy Ockerlander, Councilmembers Dianne Brudnicki, Amy McHenry, Mike Remington, Michelle Hogg, Jennifer Knaplund, Interim Deputy City Administrator Carey Hert, Finance Director Lindsey Vaughn, City Attorney Rachel Turpin.

8:00 p.m. The Executive Session was extended a total of 30 minutes.

8:30 p.m. The Regular Council meeting resumed.

XII. Adjournment:

There being no further business, Mayor Ockerlander adjourned the meeting at 8:32 p.m.

Signed _____
Amy Ockerlander, Mayor

Attest _____
Jodi Wycoff, City Clerk

CITY OF DUVALL
DRAFT SPECIAL COUNCIL MEETING MINUTES
January 8, 2019
5:00 P.M. – Duvall Visitor Center
15619 Main Street NE

The City Council Meeting was called to order by Mayor Ockerlander at 5:02 P.M.

Roll Call: Amy McHenry, Michelle Hogg, Mike Remington, Dianne Brudnicki, Matthew Eyer, Jason Walker, Jennifer Knaplund

Staff Present: Lara Thomas, Carey Hert, Lindsey Vaughn, Diana Hart, Jodi Wycoff

I. Additions or Corrections to the Agenda:

There were no additions or corrections to the agenda.

II. Adoption of Council Agenda:

It was moved and seconded (Eyer-Walker) to adopt the 01/08/19 Special Council Meeting Agenda. The motion carried (7 ayes).

III. Comments from the Audience:

There were no comments from the audience.

IV. Executive Session: **Qualifications of an applicant for public employment – 10 minutes**

RCW 42.30.110(1)(g)

5:03 p.m. City Council went into a 10-minute Executive Session regarding qualifications of an applicant for public employment.

In attendance at Executive Session: Mayor Amy Ockerlander, Councilmembers Dianne Brudnicki, Amy McHenry, Mike Remington, Michelle Hogg, Jennifer Knaplund, Jason Walker and Matthew Eyer, Interim City Administrator, Lara Thomas, Interim Deputy City Administrator Carey Hert, Finance Director Lindsey Vaughn, City Attorney Rachel Turpin.

5:13 p.m. The Executive Session was extended 20 minutes.

5:33 p.m. The Executive Session was extended 37 minutes.

Interim City Administrator, Lara Thomas, Interim Deputy City Administrator Carey Hert and Finance Director Lindsey Vaughn were excused for the remainder of the session.

6:10 p.m. The Regular Council meeting resumed.

V. New Business:

1. (AB19-01) Ordinance – repeal DMC Title 4

Interim City Administrator, Lara Thomas, explained that staff is working to create an employee policy that would replace Title 4 “Personnel” in the Duvall Municipal Code (DMC) which they intend to complete by the end of the first quarter. Ms. Thomas and City Attorney, Rachel Turpin, answered questions from Council. This item will be on an agenda for further discussion and action after the employee policy has been completed.

2. (AB19-02) Approve and authorize the Mayor to sign Public Works Director Employment Agreement.

It was moved and seconded (Walker-McHenry) to approve and authorize the Mayor to sign Public Works Director Employment Agreement.

It was moved and seconded (Walker-Brudnicki) to amend the Public Works Director Employment Agreement to change all references related to a six (6) month probationary period to twelve (12) months. The motion to amend carried (7 ayes).

It was moved and seconded (Knaplund-Hogg) to amend the Public Works Director Employment Agreement to remove section 3.3 “vehicle stipend”. The motion failed (2 ayes-Hogg, Knaplund; 5 nays-Brudnicki, Eyer, McHenry, Remington, Walker).

The original motion, as amended, carried (5 ayes-Brudnicki, McHenry, Remington, Hogg, Walker; 2 nays-Eyer, Knaplund).

VI. Adjournment:

There being no further business, Mayor Ockerlander adjourned the meeting at 6:22 p.m.

Signed _____
Amy Ockerlander, Mayor

Attest _____
Jodi Wycoff, City Clerk

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 01/15/19

AB #19-03

Item Type: Introduction: X Discussion/Staff Direction: X Action Item:

Attorney Review:

Subject: **Resolution lifting Declaration of Emergency.**

Budget Impact and Source of Funds: None

Contact Person/Department: Amy Ockerlander, Mayor

EXECUTIVE SUMMARY:

The Mayor, Amy Ockerlander declared an emergency on June 13, 2018 (see attached document). The Mayor declared “Mayor Ockerlander recently declared a State of Emergency in relation to the Waste Water Treatment Plant and the Public Works Department. At this time there are no known threats to the public health, safety or welfare of the community. The City is experiencing an interim staffing shortage. The Emergency Declaration is a procedural step that allows the City to expedite decision making, purchasing and operations to ensure that our community continues to receive services in a timely fashion. Updates will be provided as The City works to address the interim staffing shortage”.

During this period of time RCW 39.04.280 and Chapter 3.12.090(A) outline a process for purchase exceptions based on an emergency.

Staffing shortages have been resolved.

COUNCIL PROCESS: Ordinances/Resolutions

- Council discussion under **New Business**

HISTORY:

- Emergency declared June 13, 2018
- Council support via Resolution 18-10 passed June 19, 2018

RECOMMENDED ACTION:

No action is being requested at this time; however,

Approve Resolution lifting the declaration of an emergency in response to a staffing shortage at the City of Duvall Wastewater Treatment Plant and Public Works Department.

ATTACHMENTS:

- Draft Resolution
- Declaration of Emergency
- Resolution 18-10

**CITY OF DUVALL
WASHINGTON
RESOLUTION NO. 19-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, LIFTING THE DECLARATION OF AN EMERGENCY IN RESPONSE TO A STAFFING SHORTAGE AT THE CITY OF DUVALL WASTEWATER TREATMENT PLANT AND PUBLIC WORKS DEPARTMENT.

WHEREAS, RCW 39.04.280 provides for emergency declarations and competitive bidding exemptions in the event of an emergency; and

WHEREAS, the Mayor of Duvall declared an emergency on June 13, 2018, in order to allow City forces to respond with appropriate resources to ensure the safe, reliable and continuous operations of the City Public Works Department and City Wastewater Treatment Plant and prevent further impacts to public and private property; and

WHEREAS, City Council supported the Mayor's action to declare an emergency via Resolution 18-10; and

WHEREAS, the staffing shortage has been resolved by the hiring of a Wastewater Treatment Operator II and a Public Works Director; and

WHEREAS, the Mayor wishes to lift the declaration of emergency effective immediately.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The City Council supports the Mayor in lifting the declaration of emergency.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2019.

Approved as to form:

Rachel B. Turpin, City Attorney

CITY OF DUVALL

Mayor Amy Ockerlander

ATTEST/AUTHENTICATED

Jodi Wycoff, City Clerk



Office of the Mayor
Amy Ockerlander

Declaration of Emergency Issued June 13, 2018

Mayor Ockerlander recently declared a State of Emergency in relation to the Waste Water Treatment Plant and the Public Works Department. At this time there are no known threats to the public health, safety or welfare of the community. The City is experiencing an interim staffing shortage. The Emergency Declaration is a procedural step that allows the City to expedite decision making, purchasing and operations to ensure that our community continues to receive services in a timely fashion. Updates will be provided as The City works to address the interim staffing shortage. Please direct any questions to City Administrator, Matt Morton, at (425) 939-8091.

**CITY OF DUVALL
WASHINGTON
RESOLUTION NO. 18-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF DUVALL, WASHINGTON, DECLARING AN
EMERGENCY IN RESPONSE TO A STAFFING
SHORTAGE AT THE CITY OF DUVALL WASTEWATER
TREATMENT PLANT AND PUBLIC WORKS
DEPARTMENT.**

WHEREAS, it has been determined that a staffing shortage emergency exists; and

WHEREAS, the staffing shortage is related to essential public works functions and if not timely ameliorated could present a real, immediate threat to the proper performance of essential public works and wastewater treatment functions.

WHEREAS, the use of interim staffing, contract staffing and procurement of professional services and or equipment and supplies is required immediately; and

WHEREAS, RCW 39.04.280 provides for emergency declarations and competitive bidding exemptions; and

WHEREAS, the Mayor of Duvall declared an emergency on June 13, 2018, in order to allow City forces to respond with appropriate resources to ensure the safe, reliable and continuous operations of the City Public Works Department and City Wastewater Treatment Plant and prevent further impacts to public and private property; and

WHEREAS, the City Council wishes to provide their support and endorsement of the Mayor in her action to declare an emergency and for the City's efforts to respond to the emergency;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

The City Council supports the Mayor in her declaration of emergency and authorizes the execution of contracts or agreements due to damages and the need for protective actions brought about by the staffing shortage at the Wastewater Treatment Plant and Public Works Department, and hereby authorizes City forces to respond in the most effective and expedient manner, without regard for the procedures and formalities that would otherwise govern the assignment of duties, procurement of materials, and contracting of services. This situation is an emergency as defined in RCW 39.04.280(3).

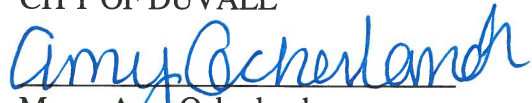
**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 19th DAY OF June, 2018.**

Approved as to form:



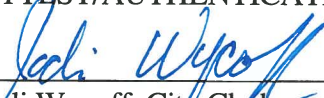
Rachel B. Turpin, City Attorney

CITY OF DUVALL



Mayor Amy Ockerlander

ATTEST/AUTHENTICATED



Jodi Wycoff, City Clerk

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 01/15/19

AB #19-04

Item Type: Introduction: X Discussion/Staff Direction: X Action Item: Potential

Attorney Review: N/A

Subject: Consider Approval of the King County Waste Reduction and Recycling Program Grant Agreement #6059976 for 2019/2020

Budget Impact and Source of Funds: n/a - full reimbursement grant

Contact Person/Department: Cheri James, Administrative Assistant

EXECUTIVE SUMMARY:

City of Duvall has been awarded a two-year grant from King County Solid Waste Division's Waste Reduction and Recycling (WRR) Program for 2019/2020. The total amount of funds available shall not exceed \$27,314.00 (\$13,657.00 per year).

Grant funds will be used for Cleanup Day/Special Recycling Collection Events; Promotion of Organics Recycling such as Christmas Tree Chipping, and Residential Waste Reduction and Recycling.

Recycling events will be managed and executed by Olympic Environmental Resources, currently under contract (#2018-17).

The Contract contains the scope of work and budget for the City of Duvall's 2019/2020 recycling activities under King County WRR Grant Program.

COUNCIL PROCESS: Contracts/Agreements

- Council discussion under **New Business**
- Potential Council decision under **New Business**

HISTORY:

- This grant has been awarded and approved for several years to fund recycling programs in Duvall.

RECOMMENDED ACTION:

Should Council choose to take action at this meeting:

Approve and authorize the Mayor to sign Interagency Agreement #6059976 with King County for Waste Reduction and Recycling Program projects.

ATTACHMENTS:

- Interagency Agreement for 2019 and 2020 (agreement #5902761) between King County and City of Duvall including Scope of Work and Budget.

Draft
INTERAGENCY AGREEMENT FOR 2019 and 2020

Between

KING COUNTY and the CITY OF DUVALL

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 Duvall, 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 Duvall 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 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 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 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 2019 and 2020 shall not exceed \$27,314.
2. This Agreement provides for distribution of 2019 and 2020 grant funds to the City. However, grant funds are not available until January 1, 2019.
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 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 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 30, October 31, January 31) except for the final progress report and request for reimbursement, which shall be due by March 31, 2021.

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 January 31, 2020 and March 31, 2021.

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 2020 and January 2021, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. 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 (6) months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2021.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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 2021.

12. 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."
13. 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.
14. 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.
15. 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.
16. This project shall be administered by Cheri James, Administrative Assistant II, 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. The City of Duvall's budgeted grant funds for 2019-2020 are \$27,314. This includes \$3,657 per year for providing Recycling Collection Events to residents of the agreed upon areas of unincorporated King County as listed in Exhibit A.
3. 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.
4. 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 Duvall" and/or "text provided courtesy of the City of Duvall."
5. 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.
6. 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, 2019 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2019, and shall terminate on June 30, 2021. The City shall not incur any new charges after December 31, 2020. However, if execution by either Party does not occur until after January 1, 2019, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2019 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
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Cheri James, Administrative Assistant II, or a provided designee
City of Duvall
P.O. Box 1300
Duvall, WA 98019

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

City of Duvall

King County

Amy Ockerlander, Mayor

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Date

City of Duvall
2019 Olympic Environmental Resources Scope of Work

A. Basic Information

1. City of Duvall
2. Grant project manager: Cheri James
 Administrative Assistant II
 City of Duvall
 PO Box 1300
 Duvall, WA 98019
 TEL – 425-788-1185
 FAX – 425-788-8097
 Email – cheri.james@duvallwa.gov
3. Contractor name: Olympic Environmental Resources
 4715 SW Walker Street
 Seattle, WA 98116
 TEL - (206) 938-8262
 Email – pauldevine@msn.com
4. 2019 Budget: \$21,739.39

B. Scope of Work

1. Task One: Recycling Collection Events

A. Schedule - Spring and Summer, 2019

B. Task Activities

- Total Number of Recycling Collection Events – two

Duvall's annual recycling event has been very popular and well attended. Residents have asked for mattresses/box spring and Styrofoam collection but we are prohibited from adding these items because of site space issues. Duval would like to host a standalone event for the collection of mattresses/box springs and Styrofoam in the same time frame as our regular summer event.

- Materials to be collected at the first annual event:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Tires+

- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Electronic Equipment
- Paper Shredding
- Computer Monitors
- TV Sets

+User fees apply

Note - City may not collect TVs and Computer Monitors and refer residents to E-Cycle sites.

- Materials to be collected at the second annual event:
 - Mattresses+
 - Styrofoam
 +User fees apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division, Duvall, and surrounding King County households.
 - Distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a bulletin at City Hall, on the City web site, and on the City Facebook page.
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2019 volumes and vehicles with prior year's

events.

D) Task Budget: \$21,739.39

Estimated Costs	2019	2019	2019	TOTAL
	LHWMP	DOE	WRR	
Consultant and Contract Services				
Event Management, Staffing, Reporting, and Graphics*	\$1,494.39	\$1,393.00	\$4,398.00	\$7,285.39
Event Staff Costs**	\$0.00	\$880.00	\$3,300.00	\$4,180.00
Collection/Hauling Costs				
Scrap Metal, Appliances, etc.	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Tires	\$0.00	\$0.00	\$600.00	\$600.00
Used Oil/Antifreeze	\$2,400.00	\$0.00	\$0.00	\$2,400.00
Batteries	\$600.00	\$0.00	\$0.00	\$600.00
Styrofoam	\$0.00	\$650.00	\$250.00	\$900.00
Paper Shredding	\$0.00	\$0.00	\$500.00	\$500.00
TV/CRT Hauling	\$0.00	\$250.00	\$250.00	\$500.00
Manifest Fee	\$25.00	\$0.00	\$0.00	\$25.00
Printing/Mailing	\$800.00	\$0.00	\$800.00	\$1,600.00
Event Supplies	\$100.00	\$0.00	\$159.00	\$259.00
Other Expenses - rentals, etc	\$90.00	\$500.00	\$800.00	\$1,390.00
TOTALS	\$5,509.39	\$3,673.00	\$12,557.00	\$21,739.39

NOTE: Contractor will handle flyer printing and mailing and obtain event supplies. Hourly rates for consultants are as follows: Project Manager - \$70.00* and Event Staff - \$55.00**.

E) Task Performance Objectives:

The City plans to send out approximately 5,035 promotional flyers to Duvall and King County households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 36-45 tons of material from the local waste stream. Duvall will send promotional flyers to King County households included in the following carrier routes:

Zip Code	Routes
98019	B001, B002, B003, B004, B005, B006, B007, B008, B009, B011, B012, B013, B014, B015, B016, R001, R002, R003, R004

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Duvall can reduce the amount of recyclable material finding their way to the local landfill. The City of Duvall has a population of approximately 7,650 and the events will serve an additional 3,200 or so King County residents. The City expects, based on past events, that 600-675 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 36-45 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 and improve behavior in purchase, handling, and disposal of recyclable materials.

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 01/15/19

AB #19-05

Item Type: Introduction: X Discussion/Staff Direction: X Action Item: Potential

Attorney Review: N/A

Subject: Consider Approval of the King County Local Hazardous Waste Program Grant Agreement #3706EHS for 2019/2020

Budget Impact and Source of Funds: n/a - full reimbursement grant

Contact Person/Department: Cheri James, Administrative Assistant

EXECUTIVE SUMMARY:

City of Duvall has been awarded a two-year grant from King County Local Hazardous Waste Program (LHWMP) for 2019 and 2020. The total amount of funds available shall not exceed \$14,318.78.

Grant funds will be used for Cleanup Day/Special Recycling Collection Events; and Battery Recycling.

Recycling events will be managed and executed by Olympic Environmental Resources, currently under contract (#2018-17).

The Contract contains the scope of work and budget for the City of Duvall's 2019/2020 recycling activities under King County LHWMP Grant Program.

COUNCIL PROCESS: Contracts/Agreements

- Council discussion under **New Business**
- Potential Council decision under **New Business**

HISTORY:

- This grant has been awarded and approved for several years to fund recycling programs in Duvall.


RECOMMENDED ACTION:

Should Council choose to take action at this meeting:

Approve and authorize the Mayor to sign community services agreement #3706EHS with King County for Local Hazardous Waste Management Program projects.

ATTACHMENTS:

- Community Services Agreement for 2019/2020 (contract #3706EHS) between King County and City of Duvall including Scope of Work and Budget.

Public Health Seattle & King County 	COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT	PHSKC Agreement # 3706 EHS
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This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

RECIPIENT NAME City of Duvall	RECIPIENT FEDERAL TAX ID # 91-6017700
RECIPIENT ADDRESS PO Box 1300, Duvall, WA 98019	RECIPIENT CONTACT & EMAIL ADDRESS Cheri James; cheri.james@duvallwa.gov

PHSKC DIVISION EHS	PROJECT TITLE Local Hazardous Waste Management Program
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AGREEMENT START DATE Jan 01 2019	AGREEMENT END DATE Dec 31 2020	AGREEMENT MAXIMUM AMOUNT \$14,318.78
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FUNDING DETAILS			
<u>Funding Source</u> King County Local Hazardous Waste Fund	<u>PHSKC Contract#</u> NA	<u>Amount</u> \$14,318.78	<u>Effective Dates</u> Jan 01 2019 TO Dec 31 2020

FUNDING SUMMARY FEDERAL: \$0.00	COUNTY: \$14,318.78	STATE: \$0.00	OTHER: \$0.00
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IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? **No**

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A Scope of Work; Exhibit B Budget; Exhibit C Invoice

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (<http://www.kingcounty.gov/health/contracts>), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
PHSKC SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended 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 or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. 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.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above 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 Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work,

services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of 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.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's

Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docuSign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

**EXHIBIT A
SCOPE OF WORK**

**CITY OF DUVALL
1/1/2019-12/31/2020**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Public Health - Seattle & King County) and the 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 relationship 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 the Public Health - Seattle & King County with respect to the transfer of Program monies.

Scope of Work

The City of Duvall will organize two citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, oil filters, antifreeze, batteries, CFC appliances, and other materials if determined to be cost effective.

The City will also continue to collect household batteries at their year-round site, and mail a brochure to residents and do a newspaper article about this service.

Responsibilities of the Parties

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 Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). 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 statement should include vendor names, a description of services provided, date paid and a check or warrant number.
 - d) A legible copy of the Hazardous Waste Manifest.
3. The City shall submit to the Contract Administrator no later than December 5th of each year a final invoice or estimate for activities completed in that calendar year.
 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.
 5. 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. Where feasible, the City will use the Program's logo. 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 Cheri James at the City of Duvall, PO Box 1300, Duvall, at (425) 788-1185, (cheri.james@duvallwa.gov) or her 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 Director for resolution.

Public Health - Seattle & King County

1. The Public Health - Seattle & King County shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. 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.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-263-8241
lynda.ransley@kingcounty.gov

Joy Carpine-Cazzanti
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-0365
jcarpine@kingcounty.gov

EXHIBIT B

2019-2020 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Duvall
PO Box 1300,
Duvall, WA 98019

Component Description	2019-2020 Budget	Total
Household Hazardous Waste Education		
Household Hazardous Waste Collection	\$14,318.78	\$14,318.78
TOTAL	\$14,318.78	\$14,318.78

Footnote: The 2019-2020 budget can be partly or totally spent in either 2019 and/or 2020 but cannot exceed the budget total in these two years.

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	_____
Supplier Name	City of Duvall
Supplier #	2869
Supplier Pay Site	City of Duvall
Remit to Address	PO Box 1300
	Duvall WA 98109

Invoice Date	_____
Invoice #	_____
Amount to be Paid	_____

PH Program name/phone	Kristin Painter (206) 477-5470

INVOICE

Contract Number: 3706 EHS
Exhibit C Invoice
Contract Period of Performance: 1/1/19-12/31/20

City of Duvall
PO Box 1300
Duvall WA 98109
Invoice Processing Contact: Cheri James
(425) 788-1185
cheri.james@duvallwa.gov

Submit signed hardcopy invoice to:
Joy Carpine-Cazzanti
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104
jcarpine@kingcounty.gov

Start Date	End Date

MM/DD/YY

Invoice for services rendered under this contract for the period of:

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Attach sheet for multiple POETAs

Expenditure Item	2019-20 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education					
HHW Collection	\$14,318.78				\$14,318.78
Total	\$14,318.78				\$14,318.78

Materials and quantities collected:

Gallons of motor oil	
Number of motor oil filters	
Gallons of mixed fuel	
Gallons of antifreeze	
Pounds of lead acid batteries	
Pounds of dry batteries	
Number of CFC appliances	
Other (please specify)	

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Subrecipient Signed _____ Date _____

PH Authorization / Approval _____ Date _____

Print Name _____

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM
CITY OF DUVALL
2019-20 SCOPE OF WORK AND BUDGET**

1. PROJECT OVERVIEW:

A) Two Duvall Recycling Collection Events and City Hall Battery Collection Program

B) Event Dates: Spring, 2019 and 2020

C) Event Hours: 9 am to 3 pm

D) Event Location: Holy Innocents Church

E) Project Managers:

1) City Contact: Cheri James
Administrative Assistant II
City of Duvall
PO Box 1300
Duvall, WA 98019
TEL – 425-788-1185
FAX – 425-788-8097
Email – cheri.james@duvallwa.gov

2) Outside Consultant: Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
Email – pauldevine@msn.com

F) Event Activities - materials to be collected:

- 1) Motor Oil
- 2) Motor Oil Filters
- 3) Petroleum Based Products
- 4) Antifreeze
- 5) Lead Acid Batteries
- 6) Household Batteries
- 7) Computer Monitors*
- 8) TV Sets*
- 9) CFC Appliances

*Will be collected if the material is paid for by Washington Materials Management & Financing Authority.

G) Event Educational Activities - the following educational materials will be distributed:

- 1) Information on City recycling programs
- 2) Local Hazardous Waste Management Plan educational materials produced by King County.
- 3) Other appropriate educational materials.

H) Event Promotion-event promotion will be accomplished by one or more of the following ways:

- 1) By distributing a promotional flyer through direct mailings to Duvall and King County households.
- 2) By including notices in City/community newsletters.
- 3) By posting a bulletin at City Hall, on the City web site, and on the City Facebook page.
- 4) By publicizing the events through the King County promotional activities, including County websites.

I) Two Year Budget: \$14,318.78

Estimated Costs	2019	2020	2019	2019 TOTAL
	LHWMP	LHWMP	WRR	
City Staff Salary and Benefits	\$150.00	\$150.00	\$1,100.00	\$1,250.00
Consultant Services - Management/Staffing/Admin/Graphics	\$1,494.39	\$1,494.39	\$7,073.00	\$8,567.39
Collection/Hauling Costs				
Used Oil/Filters/Antifreeze	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00
Batteries	\$600.00	\$600.00	\$0.00	\$600.00
Other Material Costs	\$25.00	\$25.00	\$3,700.00	\$3,725.00
Flyer Printing and Mailing	\$800.00	\$800.00	\$800.00	\$1,600.00
Event Supplies	\$100.00	\$100.00	\$150.00	\$250.00
Other Expenses - rentals and mileage, etc	\$90.00	\$90.00	\$834.00	\$924.00
City Hall Battery Collection Program	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
TOTALS	\$7,159.39	\$7,159.39	\$13,657.00	\$20,816.39

2. PERFORMANCE OBJECTIVES:

The City plans to send out approximately 5,035 promotional flyers per event to Duvall and King County households and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 35-45 tons of material from the local waste stream over two years.

The annual expected volumes of material collected, based on past events, are as follows:

<u>Type of Material</u>	<u>Total Volume</u>
Antifreeze	110-150 gallons
Lead Acid Batteries	50-75
Used Motor Oil/Petroleum Products	900-1,100 gallons
Used Oil Filters	150-200
Household Batteries	9,000-11,000
Computer Monitors	35-45
TV Sets	180-220
CFC Appliances	35-45

The benefits expected by the collection of these materials will be to divert them from the waste stream where they could damage the environment and pose health risks to Duvall and King County residents. The volume of materials collected and diverted will be reported to the King County Health Department at the conclusion of each event. These events will also provide an opportunity to recycle solid waste. The King County Solid Waste Division will pay for the solid waste element.

3. IMPACT OBJECTIVES:

By hosting two Recycling Collection Events, Duvall can further reduce the amount of environmentally damaging materials finding their way to the landfills, storm drains, streams, and other isolated sites in our City. The City of Duvall has a population of roughly 7,500 and the events will serve an additional estimated 3,200 King County residents. The City expects, based on past events, that 1,200–1,400 households will actively participate in the annual events by bringing the materials listed above to the events for proper disposal and recycling over two years. This will result in 35-45 tons of material diverted from the local waste stream for recycling over two years.

In addition to diverting materials from the City waste stream, attracting residents to these events provides an opportunity to distribute educational material on City recycling programs and the Local Hazardous Waste Management Program in King County. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of hazardous materials.

Duvall will provide the following information to the County for project evaluation after each event:

- 1) The number of participating vehicles.
- 2) The volume of each material collected.
- 3) Actual event cost by budget category.
- 4) Documentation of the materials collected for recycling by the respective service provider.

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 01/15/19

AB #19-06

Item Type: Introduction: Discussion/Staff Direction: Action Item:

Attorney Review:

Subject: **Resolution - Public Facility Use and Rental Policy**

Budget Impact and Source of Funds: Modest rental fee revenue to offset maintenance costs (via separate resolution)

Contact Person/Department: Carey Hert, Administration

EXECUTIVE SUMMARY:

The City owns several buildings that it rents out to the community for meetings and events. Until recently, facility rentals were managed by different staff members using different forms and procedures. For efficiencies, all facility rentals are now managed by one staff member and staff has drafted a Public Facility Use and Rental Policy that will be used for all publicly available City-owned buildings. This policy does not address use of City parks or sports fields; however, at a later date, Staff would like to bring forward additional policy language that will pertain to parks and sports fields.

Resolution 02-12 implemented a use policy for the Rose Room specifically. Staff is requesting that Resolution 02-12 be repealed and that this proposed policy be approved by resolution for consistency with other Duvall policies as well as ease of tracking any future changes to the policy.

Council adopted Ordinance #1247 on 12/04/18 repealing DMC 8.10 "Use of Public Facilities", which was outdated and only addressed the use of city council chambers and a library, both of which the City no longer owns to rent out.

Staff wishes to have the fees set by a resolution separate from the policy and have removed the proposed fee schedule from the policy since the first review. A fee resolution and schedule will be brought forward for a public hearing and Council discussion in February. Until that time, rental rates will remain as they are currently.

COUNCIL PROCESS: Ordinances/Resolutions

- Council discussion under **Unfinished Business**
- Council decision under **Unfinished Business**

HISTORY:

- Introduced and Council discussion under Administration Report 10/02/18
 - Council discussion under new business 11/20/18
 - Council discussion under unfinished business 12/18/18
-

RECOMMENDED ACTION:

Approve Resolution adopting a Public Facility Use and Rental Policy and repealing Resolution 02-12.

ATTACHMENTS:

- Resolution with Exhibit A - "Public Facility Use and Rental Policy"
- Resolution 02-12

CITY OF DUVALL
WASHINGTON
RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, ADOPTING A PUBLIC FACILITY USE AND RENTAL POLICY AND REPEALING RESOLUTION 02-12

WHEREAS, the City of Duvall has several public facilities available for use by the public; and

WHEREAS, the Duvall City Council wishes to set standard policies for all of its publicly available facilities; and

WHEREAS, the City adopted a Use Policy for the Rose Room on July 25, 2002, via Resolution 02-12; and

WHEREAS, the Duvall City Council desires to set the policy for use of all public facilities by resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adoption of Public Facility Use Policy: The Duvall Public Facility Use Policy (“Policy”) is hereby approved as set forth on the attached Exhibit A. The Policy is adopted as the rules the City will follow in renting City-owned facilities and the City Administrator, or designee, is hereby authorized to amend the Policy as necessary. All amendments to the Policy shall be reported to the City Council.

Section 2. Exception to the policy: Big Rock Ball Fields sports fields are exempt from this policy.

Section 3 Repeal Resolution 02-12: City of Duvall Resolution 02-12 is hereby repealed.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2019.

CITY OF DUVALL

Approved as to form:

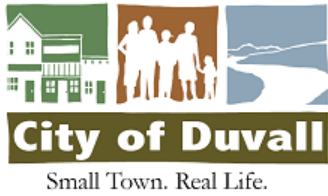
Mayor Amy Ockerlander

Rachel Turpin, City Attorney

ATTEST/AUTHENTICATED:

Jodi Wycoff, City Clerk

EXHIBIT A



**City of Duvall
Policy & Procedure**

TITLE:	Facility Use and Rental Policy
EFFECTIVE DATE:	February 01, 2019
APPROVED BY:	_____ Name: Carey Hert Title: Interim Deputy City Administrator
ATTORNEY REVIEW:	_____ Rachel Turpin
REVISION DATE:	N/A
STAFF CONTACT:	Facility Manager

1.0 PURPOSE:

To establish a policy and procedures for short-term public rental and use of buildings and other facilities owned by the City of Duvall. This policy does not apply to lease agreements entered into by the City.

2.0 SCOPE:

This policy pertains to all City-owned facilities available for rent by the public, excluding Big Rock Ball Fields sports fields.

3.0 DEFINITIONS:

Applicant: Refers to individual(s) or group(s) reserving a facility, including the person completing a facility usage/rental application.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City-Sponsored: City funded, operated and managed programs, activities, special events, and City appointed boards and commissions are considered city-sponsored.

Facility/Facilities: For the purpose of this policy, a “facility” is a city-owned property available for use or rent by the public, excluding Big Rock Ball Fields sports fields.

Facility Manager: City staff member responsible for reserving and managing rentals of City-owned facilities available for rent by the public, excluding Big Rock Ball Fields sports fields.

Long-Term Rentals: Rentals by an individual or group that book the same facility for the same day of the week and time at least once per month for three (3) or more consecutive months.

EXHIBIT A

4.0 POLICY:

4.01. Facility Usage Priority

City owned facilities should primarily be used as community meeting and training centers. Facilities are rented on first come first served basis.

In the event of a scheduling conflict, City-sponsored or co-sponsored public meetings, public events, public activities take precedence over non-City sponsored meetings, events, or activities.

4.02 Right of Refusal

The City reserves the right to limit or deny applications for rental of City facilities due to incompatibility of the rental request with the City's facilities, inconsistency with this policy, or for other similar reasons.

4.03 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability. Applicant agrees to comply with all local, state and federal nondiscrimination laws, regulations and policies during applicant's rental of the facilities.

4.04 Non-Endorsement

Permission to use City facilities does not constitute the City's endorsement of a group's philosophies, policies or beliefs.

4.05 Liability

- A. Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the facilities or from any activity, work or thing done, permitted, or suffered by applicant or applicant's guests in or about the facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- B. The City is not responsible for lost, stolen or damaged items.
- C. The applicant is required to procure and maintain, for the duration of the use or rental period, insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the facilities and the activities of the applicant and his or her guests, representatives, volunteers and employees.

Accordingly, the applicant shall provide proof of general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured by using ISO endorsement CG 20 11 on said policy. The insurance policy shall contain or be endorsed to reflect that the applicant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the applicant's insurance and shall not contribute with it. (Low-cost Special Events Liability Insurance may be available through the City's carrier.) For athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

EXHIBIT A

The City may waive the requirement of an applicant to obtain general liability insurance, at its' sole discretion. In doing so, the City will consider the details of the event, the likelihood something could go wrong, and the likelihood that something will go wrong. Examples of applicants that do not require general liability insurance include; HOA Meetings, Book Club Meetings, and AA Meetings. A non-exhaustive list of activities that may be excluded from the general liability insurance requirement is provided for in "Exhibit 1".

4.06 Special Conditions

The City reserves the right, in its sole discretion, to add requirements or restrictions to individual rental agreements, including the payment of an additional damage deposit as a condition of the rental (see Section 5.02).

4.07 City of Duvall Facilities Rental Fees

- A. Rental Fees and deposits shall be determined by City Council and adopted by Resolution.
- B. City-sponsored events or activities do not require facility rental fees or a deposit. However, an application and approval of such application is still required for such uses.
- C. Full payment for all facility deposits and rents due must be made in advance of the use date via cash or check. Checks should be made payable to the City of Duvall.

4.08 Rental Cancellations

- A. Cancellation by the City. The City reserves the right, in its sole discretion, to close a facility or cancel a rental at any time due to an emergency, severe weather, or other unforeseeable conditions, and in such cases a full refund will be issued to the applicant. The City also reserves the right, in its sole discretion, to terminate a rental agreement if the City, in good faith, perceives that applicant or applicant's guests pose a risk to the safety of persons or property on the premises or that applicant or applicant's guests are violating local, state, or federal laws or are in violation of this policy. Upon verbal notice from City staff or law enforcement that a rental is being terminated, applicant and applicant's guests must leave the premises immediately, and will not receive a refund of any rental fees or deposits paid.
- B. Cancellation by applicant. Cancellations made with less than then (10) calendar days-notice will not be refunded except under extraordinary circumstances as determined by the facilities manager.
- C. Appeals regarding the application of a cancellation fee shall be directed to the City Administrator or designee.

4.09 Policy Interpretation

The City Administrator or designee shall make final interpretations of this policy, at his or her sole discretion.

EXHIBIT A

5.0 PROCEDURE:

5.01 Facility Reservations

- A. All reservation requests are subject to review and approval by the facilities manager.
- B. Reservations shall be confirmed and the rental date(s) and time(s) secured, once the rental application and other forms, if required, has been received and approved by the facilities manager and damage deposit received.
- C. Facility rentals and scheduling can be done in person at Duvall City Hall, 15535 Main St NE; by phone at 425-788-1185; or by emailing bookings@duvallwa.gov. Business hours are Monday – Friday, 8:30 am – 4:30 pm (closed daily from 12:00 pm – 12:30 pm), excluding holidays.
- D. Facility use applications must be made by a person eighteen (18) years of age or older. The applicant, the person signing the application, is responsible for ensuring compliance with this policy.
- E. Rental requests are subject to availability and may be reserved for the following times:
 - Daily from 7:00 am to 10:00 pm.
- F. Applicants who wish to rent a City facility for one specific date only, may only do so up to six (6) months in advance of the event date.
- G. Applicants who wish to rent a City facility for a block of time, or recurring weekly or monthly meetings or events, may do so up to twelve (12) months in advance.

5.02 Damage Deposits

- A. A refundable damage deposit will be required for each rental. Groups/organizations with recurring reservations may pay one yearly deposit, covering recurring rentals for each calendar year. Damage deposit amounts shall be determined by City Council and adopted by Resolution.
- B. Every effort will be made by the City to check facilities for damage and cleanliness between reservations. It is the responsibility of the renter to inspect the facility for any damage and/or cleanliness of the facility at the beginning of their reserved time. Any damage or cleanliness issues discovered, need to be documented at the time of rental and reported to the facilities manager as soon as possible by phone at 425-788-1185; or by emailing bookings@duvallwa.gov.
- C. If damage repair or extra cleaning is required after a rental, amounts deemed appropriate by the facilities manager to cover costs will be deducted from the deposit.
- D. Refundable deposit amounts will be processed on a monthly basis and refund checks mailed to the address listed on the rental application on file.

EXHIBIT A

6.0 GENERAL REGULATIONS:

6.01 Food and Beverage Service

- A. Alcohol (beer and wine only) service and/or consumption by attendees over the age of 21 is permitted within City rental facilities with the proper approvals and documentation in place.
- B. An approved Alcohol Request form, a State of Washington Banquet Permit, liability insurance and an additional damage deposit must be in place fourteen (14) days prior to the event date. (It is recommended that all applicants consult with the facilities manager before deciding to serve alcohol at the event).
 - 1. RENTER/APPLICANT ALCOHOL SERVICE: Liability Insurance will consist of Commercial General Liability with a minimum limit of one-million dollars (\$1,000,000.00) per occurrence and shall name the City of Duvall as an additional insured.
 - 2. CATERED ALCOHOL SERVICE: Liability Insurance will consist of Commercial General Liability AND Liquor Liability with a minimum limit of one-million dollars (\$1,000,000.00) per occurrence, for both types of coverage, and shall name the City of Duvall as an additional insured.
- C. Food is permitted in City facilities. Kitchen equipment may be available, depending upon the chosen facility. Applicants should consult with the facilities manager for information specific to each location.
- D. When using tables provided in City facilities, applicants must cover the tables with covers, provided by the applicant, if food or beverages will be served.

6.02 Set-Up

- A. Room set-up is the responsibility of the applicant.
- B. Rental groups and/or applicants will not be allowed early access to the facility. Set up time shall be included in the rental reservation.

6.03 Clean-Up

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Clean up time shall be included in the rental reservation.
- B. The City is not responsible for lost, stolen or damaged items.
- C. The rental group is responsible for cleaning the facility. The City will provide basic cleaning equipment and supplies. A staff person will conduct a post-event inspection after the event. The following items must be addressed to avoid additional charges:
 - 1. All City equipment shall be cleaned and returned to the proper storage location. This includes vacuuming, sweeping and wiping down counters and equipment if applicable/needed.
 - 2. All garbage and recycling cans shall be emptied and re-lined. Garbage and recycling shall be deposited in the outdoor garbage receptacle(s).

EXHIBIT A

- D. The City will deduct any cleaning and/or repairs that require staff time and materials from the damage deposit.

6.04 Decorations

- A. Freestanding decorations are permitted.
- B. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.
- C. Rice, birdseed, confetti, glitter and dance wax are prohibited in all City rental facilities.
- D. Renter will be responsible for repayment of cost for damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives.

6.05 Smoking

Smoking is prohibited inside, or within 25 feet, of any City facility.

6.06 Animals

With the exception of licensed/certified service animals, animals are prohibited inside City Facilities.

6.07 Fire Pit (Depot Building only)

- A. First-come, first-served basis unless reserved for special events.
- B. Fires are a privilege; light a fire ONLY in the metal fire ring provided in the pit.
- C. Use clean, dry firewood.
- D. When finished, douse your fire with water, not sand.
- E. Fires are not allowed during air pollution alerts or when burn bans are in effect; signs will be posted.
- F. Do not remove any vegetation or materials from the park.
- G. Dispose of trash in a trash receptacle.
- H. Be considerate of others, no loud music.

6.08 Additional Considerations / Regulations

- A. Based on the location of the rented facility, and time of requested event, noise generating uses may be limited.
- B. No organization may use a City facility as its permanent meeting place without the approval of the City, and no organization may use a City facility address as its mailing or shipping address.
- C. To promote the accessibility of City facilities to a wide variety of community organizations, the City may limit the number of meetings or activities for any particular organization.
- D. Attendance shall not exceed the posted capacity of the building.

EXHIBIT A

Exhibit 1

Per Section 4.05 “Liability”, The City may waive the requirement of an applicant to obtain general liability insurance, at its’ sole discretion. In doing so, the City will consider the details of the event, the likelihood something could go wrong, and the likelihood that something will go wrong. Following is a non-exhaustive list of activities that may be excluded from the general liability insurance requirement:

- Events or meetings with less than 10 people in attendance
- Home Owner’s Association Board meetings
- Alcoholics Anonymous/Narcotics Anonymous meetings
- Boy/Girl Scout meetings where children are not in attendance
- Small group meetings (ie. book clubs, parent groups, etc.) where children are not in attendance

**CITY OF DUVALL
WASHINGTON**

RESOLUTION NO. 02-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF DUVALL, WASHINGTON, ADOPTING A POLICY FOR
THE USE OF THE ROSE ROOM.**

WHEREAS, the Rose Room is available for use by groups other than the City of Duvall;
and

WHEREAS, it is necessary to implement policies and procedures for use of the Rose
Room; and

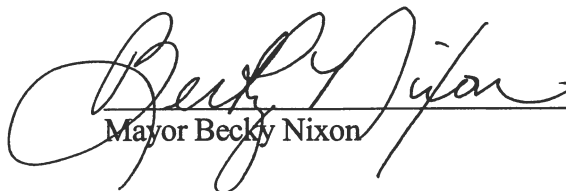
WHEREAS, currently the City of Duvall does not have official policies or procedures for
the use of the Rose Room;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL,
WASHINGTON, DO RESOLVE AS FOLLOWS:

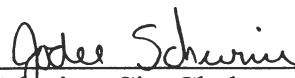
Section 1. Administrative Policy and Procedure for the Rose Room. The City Council
of the City of Duvall, Washington, does hereby adopt the Rose Room Policy and Procedure
established by Exhibit A, incorporated herein as if set forth herein.

25th PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
DAY OF July, 2002.

CITY OF DUVALL

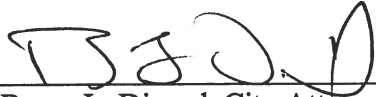

Mayor Becky Nixon

ATTEST/AUTHENTICATED:



Jodee Schwinn, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Filed with the City Clerk: 7/19/02

Passed by the City Council: 7/25/02

Resolution No.: 02-12

Date Posted:

City of Duvall

Administrative Policy and Procedure

Subject

Rose Room Usage

Purpose

This policy shall be known as the "Rose Room Usage Policy". The purpose of the policy is to establish procedures and authorization for use of the Rose Room. Use of the Rose Room by groups other than the City shall be in conformance with the Rose Room policy. The Rose Room is the conference room located in the basement of the Duvall Library, 15619 Main Street NE.

Policy

The City of Duvall shall have preference in the use of the Rose Room and may preempt other users if the Rose Room is needed for city business.

Hours/Days of Availability

The Rose Room shall be reserved for use by the City of Duvall on the following days of each month:

Tuesdays and Thursdays; 3rd Monday after 6:00 p.m.; 2nd Wednesday after 6:00 p.m.; Fridays until 12 noon. Other times as needed.

Users of Rose Room

Users of the Rose Room, other than the City of Duvall, may use the room on a first-come, first-served basis. Groups that are eligible to use the Rose Room are as follows:

1. Duvall Civic Club.
2. Non-profit organizations serving low-income residents of Duvall.
3. Non-profit organizations serving residents of Duvall including the Library, Historical Society, and youth organizations.
4. Non-profit organizations other than those identified above.
5. For-profit organizations, except that no for-profit organization may use the Rose Room more than one day a month and use of the Rose Room shall be limited to classes, workshops and similar purposes. No products or services may be advertised, solicited, or sold.

Reservations

1. Room reservations shall be made by contacting the City Clerk. The City Clerk shall be responsible for scheduling the Rose Room. An application form, accompanied by a deposit and the room rental fee, must be completed, submitted and approved prior to the proposed use. In the event that the room is unavailable for the date(s) requested, the rental fee and deposit shall be refunded.
2. Room reservations shall be made no more than 30 days in advance of the proposed meeting, with the exception of special programs, as approved by the city, such as the Duvall Library Summer Reading Program.
3. No organization may use the Rose Room as its permanent meeting place without the approval of City. No organization may use the room as its mailing address.
4. To promote the accessibility of the Rose Room to a wide variety of community organizations, the City may limit the number of meetings for any particular organization.
5. If the room will be used outside of regular City Hall hours, arrangements must be made in advance for receipt of the Rose Room key and return of the Rose Room key.
6. Applicants are responsible for notifying the City as soon as possible in the event a meeting is canceled. Failure to notify the City at least 24 hours in advance of a meeting cancellation may result in forfeiture of the room rental fee.

Use Procedures

1. Failure to care for the Rose Room or failure to comply with any part of this policy may result in denial of future use of the room.
2. Upon concluding use of the room, the building must be locked and secured.
3. Users are responsible for maintaining the room in a neat and orderly condition. Users shall store, stack, or put away in designated locations all tables, chairs, and other equipment, turn off lights and heat, and lock doors and return keys as instructed by the City.
4. Users are responsible for maintaining discipline and order. Users are responsible for any room or furnishings damage caused by their use. If the City Clerk determines there are charges owed for damage to the room or furnishings, no additional reservations will be accepted until the charges, in an amount determined appropriate by the City, are paid. It is at the City's discretion if the user will be allowed to use the Rose Room subsequent to damaging the Rose Room or furnishings.
5. Attendance shall not exceed the posted capacity of the room.

6. Refreshments may be served provided there is proper clean-up at the conclusion of the meeting. All dishes must be washed and put away, not left in the dishwasher. No alcoholic beverages may be served or consumed on the premises. No smoking is permitted.
7. Garbage must be removed from the Rose Room and put into containers in the Rose Room parking lot.

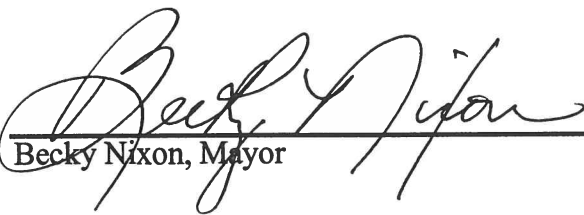
Cost

Users of the Rose Room other than the City of Duvall, Duvall Civic Club, the Duvall Library and other public entities shall pay a deposit and hourly rate as determined to be appropriate by the City of Duvall. The fee shall include the cost of services necessary to maintain the Rose Room, including the cost of utilities, facility maintenance, replacement of furnishings, etc. Payment must be made at the time the application is submitted. If it is determined that the use cannot be accommodated, the payment for the Rose Room use shall be refunded to the Applicant.

Other

Any exceptions to this policy must be approved in writing by the City Hall Administrator.

If permission for use of the room is denied, the Applicant may appeal the decision to the City Hall Administrator.


Becky Nixon, Mayor

7.25.02
Date