

CONTRACT AMENDMENT

Page 1 of 6 Total Pages

PROJECT NAME Local Hazardous Waste Management Program

CONTRACT NO. D37973D

DATE ENTERED 1/1/2008

CONTRACTOR City of Issaquah

AMENDMENT NO. 1

ADDRESS PO Box 1307
Issaquah, WA 98027

DATE ENTERED 1/1/2009

AMENDMENT REQUESTED BY

PHSKC
Organization

P Shallow
Name

AMENDMENT AFFECTS

- Scope of Services
- Time of Performance
- Compensation
- Method of Payment
- Reliance
- Terms and Conditions
- Results of Services

1. Purpose of Amendment: This Amendment moves \$8,383.15 from the 2008 budget to the 2009 budget, and adds \$10,874.63 in 2009 funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2009 as authorized by the 2009 Annual King County Budget. The amendment also changes Contract boilerplate language in two sections.
2. AMEND: **Contract Total \$11,025.45**
TO READ: **Contract Total \$21,900.08**
3. AMEND: **Contract Period: January 1, 2008 – December 31, 2008**
TO READ: **Contract Period: January 1, 2008 – December 31, 2009**
4. AMEND **Exhibit I, Scope of Work** by adding the attached **Exhibit I - 2009, Scope of Work**.
5. AMEND **Exhibit II, Budget/Invoice** by replacing it with the attached **Ex II – 2008, Budget/Invoice** and adding the attached **Exhibit II – 2009, Budget/Invoice**.
6. AMEND: **Section II.A. TERM AND TERMINATION:**
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2008..."
TO READ: **Section II.A. TERM AND TERMINATION:**
"Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2009..."

7. AMEND: **Section III.B COMPENSATION AND METHOD OF PAYMENT:**

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

TO READ: **Section III.B COMPENSATION AND METHOD OF PAYMENT:**

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

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

"The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter **42.17**."

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

"The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter **42.56**."

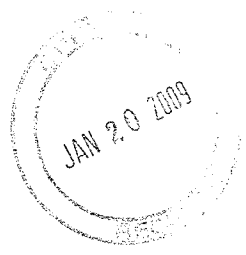
All other terms and conditions of the original contract shall remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

 KING COUNTY, WASHINGTON
[Signature] FQR
 King County Executive

 Date 1/21/09

 CONTRACTOR
Ava Frisinger
 Signature
Ava Frisinger
 Name (please type or print)
1-6-09
 Date



**MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS
WASTE MANAGEMENT PROGRAM FOR 2009 ACTIVITIES**

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Issaquah will set up and promote to the community, the collection of household batteries at one site, and enhance the Sustainable Communities Educational Outreach Program to include emphasis on living sustainability through toxics reduction.

Responsibilities of the Parties

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

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The

City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

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. 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 Micah Bonkowski at the City of Issaquah, P.O. Box 1307, Issaquah, at (425) 837-3420, (MicahB@ci.issaquah.wa.us) or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

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

C. Program Contacts

Jay Watson
LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-8163
jay.watson@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT II – 2008 Am 1
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
401 5th Avenue, Suite 1100
Seattle, WA 98104

Contract #D37973A

Period of time: _____, 2008 to _____, 2008.

In performance of a signed Contract between King County and the City of Issaquah, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education	\$2,042.30			
HHW Collection	\$600.00			
TOTAL	\$2,642.30			

For Health Department Use Only

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date

Contract, Procurement and Real Estate Services (CPRES)

401 Fifth Avenue, Suite 1300
Seattle, WA 98104-1818

206-263-8747 Fax 206-296-0629 -

TTY Relay: 711

www.kingcounty.gov/health

RECEIVED
Public Health
Seattle & King County 

FEB 13 2009
PUBLIC WORKS ENG.

February 6, 2009


Pandora Touart
City of Issaquah
P.O. Box 1307
Seattle, WA 98027

RE: D37973D – Local Hazardous Waste Management Program (Amendment 1)

Dear Pandora Touart:

Enclosed is your fully signed copy of the referenced contract. We have retained a copy of the contract for our records. If you have any questions about the program, budget or reporting requirements, please contact your Program Monitor, Paul Shallow, at (206) 263-8487. If you have any other questions, please call me at (206) 263-8740.

Sincerely,



Gladys Nkeze
Contract Specialist II
Grant & Contract Services

GN: eg

Enclosure: D37973D – Local Hazardous Waste Management Program (Amendment 1)

cc: Paul Shallow