

AGENDA SHEET FOR COUNCIL MEETING OF: May 27, 2008

Submitting Dept.
Regional Solid Waste System

Contact Person/Phone No.
Russ Menke/ 625-6524

Council Sponsor
Public Works Committee

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CITY OF SPOKANE
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MAY 14 2008
CITY CLERK'S OFFICE
SPOKANE, WA
2008-0494

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- X Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

STANDING COMMITTEES

(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____
- o Public Safety _____
- X Public Works 05/12/2008

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

Contract with the Washington State Department of Ecology (Ecology) for Coordinated Prevention Grant (CPG) funding for the Alternatives to Burning grant for the 2008-2009 biennium on behalf of the Spokane Regional Solid Waste System (System). Revenue \$122,550 (75% reimbursement).

BACKGROUND:

(Attach additional sheet if necessary)

This grant will provide up to \$122,550 in reimbursement over a two-year period on expenditures of \$163,400 for programs related to Alternatives to Burning projects managed by the System such as

- Provide ongoing educational materials and bins for Master Composter home composting program.
- Purchase chipper for 10 community collection and chipping events per year for the 5 towns in southeast Spokane County that are not served by any other yard debris diversion service.
- Schedule collection and chipping events with southeast county towns.
- Clean Green tipping fee
- Evaluate feasibility of in-county yard debris processing facility.


RECOMMENDATION: Approval


Fiscal Impact: o N/A	Budget Account: o N/A
o Expenditure: \$	#
X Revenue: \$122,550 (for 2-year period 2008-2009)	# 4490-94402-37079-33431
o Budget Neutral	


ATTACHMENTS: Include in Packets: Coordinated Prevention Grant
On file for Review in Office of City Clerk:

SIGNATURES:



Department Head


Division Director


Finance MRC


Legal


For the Mayor

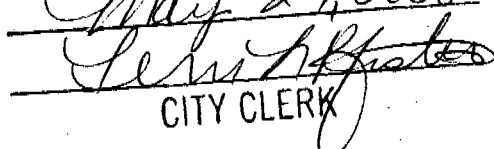

Council President

DISTRIBUTION:

Finance
Contract Accounting
Dept. of Ecology, Nancy Lucas
(nluc461@ecy.wa.gov)

Regional Solid Waste System
(stresko@spokanecity.org)
(jsmee@spokanecity.org)

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
May 27, 2008

CITY CLERK

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE REGIONAL SOLID WASTE SYSTEM

Grant No: G0800544, Coordinated Prevention Grant Alternatives to Burning Agreement.

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and Spokane Regional Solid Waste System, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	Spokane Regional Solid Waste System
MAILING ADDRESS:	808 West Spokane Falls Boulevard
CITY, STATE, ZIP:	Spokane, WA 99201-3333
RECIPIENT GRANT COORDINATOR:	Suzanne Tresko
TELEPHONE:	509-625-6529
FAX:	509-625-6537
E-MAIL:	stresko@spokanecity.org
RECIPIENT BILLING/INVOICE COORDINATOR:	Eric Larson
TELEPHONE:	509-625-6527
FAX:	509-625-6537
E-MAIL:	elarson@spokanecity.org
ECOLOGY GRANT OFFICER:	Nancy Lucas
TELEPHONE:	509-329-3432
FAX:	509-329-3572
E-MAIL:	nluc461@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$ 163,400
STATE GRANT SHARE	\$ 122,550
LOCAL SHARE	\$ 40,850
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6001280

For the purpose of this agreement, the RECIPIENT will be allowed to match the state grant share with cash and interlocal in-kind costs in accordance with application instructions.

This agreement is effective on **January 1, 2008**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT. This agreement shall expire no later than **December 31, 2009**.

ALTERNATIVES TO BURNING SCOPE OF WORK

The project(s) set forth below summarize the RECIPIENT's budget(s) tracked by category, goals and expected outcomes, activities with timeline, method of evaluation, and estimated project cost.* The estimated project cost is for grant officer information only; it will not be used for budget tracking purposes.

No amendments or modifications to the scope of work will be considered for projects funded with Alternatives to Burning Proviso monies unless such activities are within the intent of the Proviso and approved by ECOLOGY.

If the RECIPIENT plans to use Project Income towards their 25% match and fails to achieve the anticipated income, the RECIPIENT is responsible for meeting the 25% match.

CATEGORY A – ORGANICS (ORG)

TOTAL COST - CPG-ATB BASE: \$ 163,400

1. **PROJECT TITLE:** Alternatives to Burning

Summary Description: The RECIPIENT will provide several methods as alternatives to burning. The RECIPIENT will purchase a chipper for 20 community collection and chipping events for the five towns in southeast Spokane County not served by any other yard debris service: Fairfield, Latah, Rockford, Spangle, and Waverly. The chipper will be available for rent by other jurisdictions.

The RECIPIENT will sponsor collection and chipping events to collect both soft and woody material. Woody material will be chipped for hog fuel or mulch. Soft material not acceptable as hog fuel or mulch will be sent to the RECIPIENT's Clean Green program. The RECIPIENT will operate, maintain and store the chipper. In addition, the RECIPIENT will continue to offer hands on educational programs within its Master Composter program to promote waste reduction and home composting.

The RECIPIENT will explore options for development of a permanent drop off or processing facility for yard debris in southeast Spokane County. The RECIPIENT's current yard debris processing contract expires in 2011 and includes long hauling yard debris to a composting facility near Vantage, WA. An in-county facility would serve not only the small Urban Growth Areas (UGA's) in the southeast county, but would benefit the entire county by reducing hauling costs, keeping the finished product within Spokane County, and serve larger needs of beneficial diversion of organic material in the agricultural sector of southeast Spokane County.

Goal Statement: The goal of this project is to provide an alternative to the burning of municipal organic materials other than food scraps.

Outcome Statement: The RECIPIENT expects 10,000 tons of yard and woody debris will be diverted from burning annually.

Work Plan and Activities with Timeline:

ACTIVITY	TIMELINE
1. Provide on-going educational materials and bins for Master Composter home composting program.	Ongoing, Jan, 08 – Dec, 09
2. Purchase chipper.	April, 08
3. Schedule collection and chipping events with southeast county towns -10/year	Mar, 08 – Dec, 09
4. Evaluate need for permanent drop off, Transfer Station, or compost facility.	Jan, 09

Method of Evaluation: The RECIPIENT will track the

- tons of yard debris diverted to composting, mulching, or other non-burning alternative,
- number of participants at composting workshops,
- number of participants at each chipping event,
- and provide a hard copy and electronic version of the feasibility study.

* **Estimated Project Cost:** \$ 163,400

COMMUNICATION

ECOLOGY's regional grant officer will contact the RECIPIENT grant coordinator as needed to monitor progress toward goals and check consistency with Work Plans and Timelines. It is the responsibility of the RECIPIENT to contact his or her grant officer with any other questions or concerns regarding the grant. Grant officers are available to provide technical assistance at any time during the grant cycle.

BILLING AND REPORTING

The RECIPIENT will:

- **Submit a Regular Payment Request consisting of Forms, A-19, B2, C2 and a Progress Report.** Unless stated otherwise in this agreement, the RECIPIENT must submit a payment request (with a Progress Report) quarterly, but no more often than once per month.
- **Budget by Category** and therefore shall itemize by **Category** on the B2 and C2 forms and as laid out in the following CPG Budget Table. Itemized costs in payment requests must be by **Category**.

- **Submit all supporting documentation as back-up with each payment request.** The RECIPIENT must also keep a record of supporting documents in accordance with the requirements outlined, as required by the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans and make these documents available to ECOLOGY staff upon request.

The RECIPIENT must also complete a Final Performance Analysis (FPA) form online through the Information Clearinghouse. The FPA must be submitted before ECOLOGY can process the final payment request. The final payment request and the FPA are due no later than **February 15, 2010** for Alternative to Burning grants.

ATB CYCLE CPG BUDGET

ALTERNATIVES TO BURNING	TOTAL COST: CPG ATB BASE (174/I17)
CATEGORY A - ORG	\$ 163,400
1. Alternatives to Burning	
TOTAL MAXIMUM ELIGIBLE COST	\$ 163,400

FUND SOURCE: CPG BASE (174/I17)

MAXIMUM ELIGIBLE COST:		\$ 163,400
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 122,550
MATCH REQUIREMENT	MATCH PERCENT (25%)	LOCAL SHARE
Cash Match		\$ 40,850
Total Match		\$ 40,850

ADDITIONAL BUDGET CONDITIONS

1. Overhead is eligible; the RECIPIENT may charge 25 percent of salaries and benefits for time devoted specifically to projects outlined in this agreement.

Grant No. G0800544
Coordinated Prevention Grant - Alternatives to Burning,
Spokane Regional Solid Waste System

2. The RECIPIENT contact for billing and invoice questions is:

RECIPIENT BILLING/INVOICE COORDINATOR: Eric Larson
TELEPHONE: 509-625-6527
FAX: 509-625-6537
E-MAIL: elarson@spokanecity.org

3. Grant payments should be made payable to: City of Spokane, Spokane Regional Solid Waste System.

4. Grant payments should be mailed to this address:

JURISDICTION: Spokane Regional Solid Waste System
ATTN: Eric Larson
MAILING ADDRESS: 808 West Spokane Falls Boulevard
CITY, STATE, ZIP: Spokane, WA 99201-3333

SPECIAL TERMS AND CONDITIONS

A. INTERLOCAL AGREEMENTS

If parties other than the RECIPIENT are contributing to the local share of project costs, memoranda of understanding or other written agreements confirming the contribution must be negotiated. These agreements must specify the exact work to be accomplished and be signed by all parties contributing to the local match of this project. Copies of these agreements shall be submitted to ECOLOGY.

B. PROCUREMENT AND CONTRACTS

1. The RECIPIENT shall follow their standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must comply with the "Standards for Competitive Solicitation", found in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans.
2. Following execution, at the request of ECOLOGY, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY.
3. The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant funded activities.

C. SEPA COMPLIANCE

To ensure that environmental values are considered by the state and local government officials when making decisions, the RECIPIENT shall comply with the provisions of the State Environmental Policy Act (SEPA), Chapter 41.23C RCW, and the SEPA Rules, Chapter 197-11 WAC. Copies of the SEPA documents shall be sent to:

ECOLOGY's Environmental Review and Transportation Section
P.O. Box 47703
Olympia, WA 98504-7703

D. WETLANDS PROTECTION

To comply with the directive of Executive Order 90-04, Protection of Wetlands, all local governments are requested and encouraged to make all of their actions consistent with the intent of this executive order; specifically, (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetlands, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

E. FAILURE TO COMMENCE WORK

ECOLOGY reserves that right to terminate this agreement in the event the RECIPIENT fails to commence work on any of the projects funded herein within six (6) months after the effective date.

F. PROJECT INCOME

Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans.

G. GRANT REPORTING

1. The RECIPIENT, in conjunction with submission of payment requests, or at the request of the grant officer, shall prepare Progress Reports and submit them to ECOLOGY. The RECIPIENT must also complete and submit a Final Performance Analysis (FPA).
2. The RECIPIENT must submit all backup documentation paperwork along with each payment request.

H. PROMOTIONAL AND EDUCATIONAL MATERIALS

A copy of all promotional and educational materials developed as part of this agreement shall be submitted electronically to ECOLOGY concurrent with public distribution. ECOLOGY shall have the right to use any printed materials developed as part of this agreement in any manner ECOLOGY deems appropriate. The Washington State Department of Ecology will be acknowledged for providing funding in all published material and oral presentations that result from this agreement.

I. AMENDMENTS AND MODIFICATIONS

No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement; *except* a letter of amendment will suffice to redistribute the budget without increasing the total maximum eligible cost or to change ECOLOGY's grant officer or the RECIPIENT's grant coordinator or to extend the period of performance as set forth in this grant agreement.

J. MINORITY AND WOMEN'S BUSINESS PARTICIPATION *(It is not mandatory for the RECIPIENT to abide by Part J of the Special Terms and Conditions; however, it is highly encouraged.)*

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize ECOLOGY's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of these goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications may take the following affirmative steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller projects or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT may report to ECOLOGY payments made to qualified firms at the time of submitting each invoice and on forms provided by ECOLOGY; the information should include:

- Name and State OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- The total dollar amount paid to qualified firms under this invoice.

K. ALL WRITINGS CONTAINED HEREIN

This agreement, the "General Terms and Conditions", and ECOLOGY's Administrative Requirements for Ecology Grants and Loans, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereby execute this Grant Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

SPOKANE REGIONAL
SOLID WASTE SYSTEM

Laurie B. Davies 6-11-08
Laurie Davies Date
Program Manager
Solid Waste and Financial Assistance

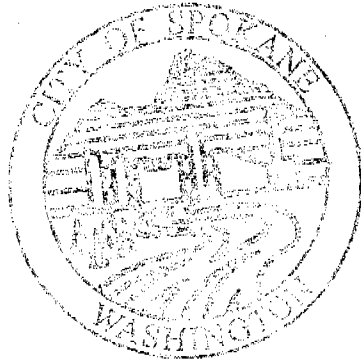
[Signature] 5/29/08
Authorized Official Date

Thomas E. Danek, Jr. - City Administrator
Print Name of Authorized Official

City Administrator
Title

Approved as to form
B Burns

APPROVED AS TO FORM ONLY
Assistant Attorney General



Attest: [Signature]
Spokane City Clerk

PROCUREMENT CERTIFICATION FORM

Recipient: Spokane Regional Solid Waste System

Grant Name: Coordinated Prevention Grant – Alternatives to Burning

Grant No.: G0800544

The undersigned, on behalf of the Recipient, certifies that the Recipient:

(check and complete one of the following)

will follow Recipient's own adopted procurement procedures and applicable state law in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements. The procurement procedures were adopted ongoing (date) by City of Spokane City Council (adopting authority) and are recorded in Spokane Municipal Code (document name).

having no applicable, adopted procurement procedures, will follow the Standards for Competitive Solicitation found in the Administrative Requirements for Recipients of Ecology Grants and Loans, WDOE 91-18 (Revised September 2005) (the "Yellow Book"), and applicable state laws in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements.

[Signature]
AUTHORIZED SIGNATURE DATE

City Administrator
TITLE

[Signature] 5-6-08
LEGAL COUNSEL SIGNATURE DATE

Asst City Attorney
TITLE WSBA #11345