

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Enter Into the Kiosk Services Interlocal Agreement Between the City of Shoreline and the King County MED-Project LLC
DEPARTMENT:	Shoreline Police Department
PRESENTED BY:	Chief Shawn Ledford
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The King County Medication Education and Disposal Project (MED-Project) is a pharmaceutical product stewardship organization, representing more than 95% of the pharmaceutical producer market in King County. The MED-Project is dedicated to compliance with the King County secure medicine return regulations for the disposal of residential unwanted medicine, which requires producers to finance and operate this program in King County. The MED-Project's goal is to make it easier for residents to dispose of their unwanted medications.

This proposed Interlocal Agreement is between the City of Shoreline and the MED-Project, and would provide a local option for Shoreline residents to dispose of their medication at the Shoreline Police Station. If approved, a drop box will be located in the lobby of the Shoreline Police Station and available to the public during normal business hours.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact to the City of Shoreline in entering into this Interlocal agreement. The costs related to the installation and maintenance of the drop box, as well as disposal of the unwanted medication, is handled by the MED-Project.

RECOMMENDATION

Staff recommends the Council move to authorize City Manager to enter into the Kiosk Services Interlocal Agreement between the City of Shoreline and the King County MED-Project LLC.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The King County Medication Education and Disposal Project (MED-Project) is a pharmaceutical product stewardship organization, representing more than 95% of the pharmaceutical producer market in King County. The MED-Project is dedicated to compliance with the King County secure medicine return regulations for the disposal of residential unwanted medicine, which requires producers to finance and operate this program in King County. The MED-Project was approved by the King County Board of Health on March 17, 2016, and its goal is to make it easier for residents to dispose of their unwanted medications.

DISCUSSION

This proposed Interlocal Agreement is between the City of Shoreline and the MED-Project, and would provide a local option for Shoreline residents to dispose of their medication at the Shoreline Police Station. If approved, a drop box will be located in the lobby of the Shoreline Police Station and available to the public during normal business hours.

The Interlocal Agreement will become effective on upon signature by both parties. The term of this Interlocal Agreement is two years, unless the termination date is extended by both parties.

RESOURCE/FINANCIAL IMPACT

There is no financial impact to the City of Shoreline in entering into this Interlocal agreement. The costs related to the installation and maintenance of the drop box, as well as disposal of the unwanted medication, is handled by the MED-Project.

RECOMMENDATION

Staff recommends the Council move to authorize City Manager to enter into the Kiosk Services Interlocal Agreement between the City of Shoreline and the King County MED-Project LLC.

ATTACHMENTS

Attachment A - Kiosk Services Interlocal Agreement Between the City of Shoreline and the King County MED-Project LLC

KIOSK SERVICES AGREEMENT

King County MED-Project
Medication Education & Disposal

This Kiosk Services Agreement, including as amended, supplemented or otherwise modified from time to time (the "Agreement") is entered into between the King County MED-Project LLC ("MED-Project") and Shoreline Police Department (each individually, a "Party," collectively the "Parties").

Introductory Statement

King County, Washington approved the King County Board of Health Secure Medicine Return Regulations for the disposal of household pharmaceutical products in 2013 (the "Regulations"). Subsequent to approval of the Regulations, the MED-Project Product Stewardship Plan, which, among other things, provides for the use of kiosks at LEA collection sites to collect Unwanted Medicine (defined below) from King County households, was reviewed and approved by King County.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The following terms shall have the respective meanings set forth below:
 - 1.1. "Applicable Laws" shall mean all applicable federal, state, county, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees, guidance or pronouncements of any governmental, administrative or judicial authorities including, but not limited to, the King County Board of Health Secure Medicine Return Regulations §§ 11.50.010 through 11.50.160 (2013), federal Controlled Substances Act, 21 U.S.C. §§ 801 *et seq.*, U. S. Drug Enforcement Administration controlled substances disposal regulations, 21 C.F.R. §§ 1300 *et seq.*, Washington State Department of Health Pharmacy Quality Assurance Commission Guidance Document: "Secure and Responsible Drug Disposal Program" (2016) (available at <http://www.doh.wa.gov/portals/1/Documents/Pubs/690294.pdf>), and any amendments or modifications to these legal requirements.

- 1.2. "DEA" shall mean the U.S. Drug Enforcement Administration.
- 1.3. "Effective Date" shall mean the date defined in Section 20 of this Agreement.
- 1.4. "Emergency Requests" shall mean requests for Services in Section 3.2 of this Agreement in response to any events, situations, activities or circumstances that pose a risk or potential risk of harm or injury to property or persons.
- 1.5. "Kiosk(s)" shall mean DEA-compliant receptacles used for the collection of Unwanted Medicine (as defined below) provided by MED-Project or LEA and identified in Exhibit A.
- 1.6. "LEA" shall mean Shoreline Police Department, 1206 N 185th St, Shoreline, WA 98133.
- 1.7. "LEA Collection Site" shall mean the site(s) listed in Exhibit B.
- 1.8. "Losses" shall mean any costs, expenses, damages or diminution of value.
- 1.9. "Manager" shall mean the individual(s) identified in Exhibit C.
- 1.10. "Plan" shall mean the approved MED-Project Product Stewardship Plan.
- 1.11. "Services" shall mean the obligations identified in Section 3.2 of this Agreement.
- 1.12. "Service Technicians" shall mean the employees designated by Vendor to perform the obligations of Service Technicians in the Standard Operating Procedures, provided as Exhibit D.
- 1.13. "Termination Date" shall mean the date this Agreement terminates pursuant to Sections 8.1.1 through 8.1.5 of this Agreement.
- 1.14. "Vendor" shall mean the qualified vendor contracted by MED-Project and identified further in Exhibit E, including any vendor substituted by MED-Project for the initial Vendor.
- 1.15. "Unwanted Medicine" shall have the same meaning as "Unwanted Medicine" under Section VI of the Plan.

2. Representations and Warranties.

- 2.1. LEA hereby represents and warrants as follows:
 - 2.1.1. LEA possesses all required permits, licenses and qualifications required under Applicable Laws (i) to collect, handle, process and dispose of Unwanted Medicine pursuant to the terms of

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this Agreement, and (ii) to collect Unwanted Medicine in such manner as may be required by Applicable Laws and the terms of this Agreement. LEA is currently, and shall remain, in compliance with all such permits, licenses and qualifications.

2.1.2. LEA possesses all required authorizations and governmental authority to enter into this Agreement and this Agreement has been duly authorized and executed by LEA in compliance with all required governmental authorizations.

2.1.3. LEA's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which LEA is a party or by which it may be bound.

2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:

2.2.1. Vendor possesses all required permits, licenses and qualifications required under Applicable Laws to collect, handle, process and dispose of Unwanted Medicine. Vendor is currently, and shall remain, in compliance with all such permits, licenses and qualifications.

2.2.2. MED-Project possesses all required authorizations and corporate authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required corporate authorizations.

2.2.3. MED-Project's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which MED-Project is a party or by which it may be bound.

3. Services.

3.1. LEA, Vendor, and MED-Project shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.

3.2. MED-Project, through the Vendor, shall:

3.2.1. If the Manager requests a Kiosk from MED-Project, and MED-Project approves the Kiosk request, within 120 days of the approval deliver a Kiosk to LEA at a time mutually agreed to by both Parties and when the Manager is present;

3.2.2. Assist LEA with installation of the Kiosk if: (1) requested to do so by the Manager; (2) LEA Collection Site provides adequate space for installation of the Kiosk; and (3) the Manager is present at LEA Collection Site at the time of Kiosk installation.

3.2.3. Review and inspect the Kiosk when Vendor collects Unwanted Medicine from the Kiosk;

3.2.4. Perform maintenance of the Kiosk if requested by the Manager or deemed necessary by Vendor or MED-Project;

3.2.5. Remove Kiosk(s) delivered pursuant to Section 3.2.1 of this Agreement from LEA Collection Site if a replacement Kiosk is scheduled for delivery pursuant to Section 3.2.1 of this Agreement;

3.2.6. Remove Kiosk(s) delivered pursuant to Section 3.2.1 of this Agreement from LEA Collection Site if this Agreement terminates pursuant to Section 8 of this Agreement;

3.2.7. Supply each Kiosk with liners in accordance with the Standard Operating Procedures provided in Exhibit D; liners must meet the requirements of Applicable Laws, including, but not limited to, 21 C.F.R. §§ 1300 *et seq.*;

3.2.8. Provide LEA with a regular schedule for the collection of Unwanted Medicine from Kiosk(s) and notify the Manager in advance of any changes to this schedule;

3.2.9. Collect Unwanted Medicine in accordance with the schedule identified in Section 3.2.8 of this Agreement or upon request by the Manager and approval by MED-Project;

3.2.10. Conduct collection under Section 3.2.9 of this Agreement in accordance with the Standard Operating Procedures provided in Exhibit D;

3.2.11. Respond to Emergency Requests from LEA;

3.2.12. Transport and dispose of Unwanted Medicine collected from Kiosk(s) in accordance with all Applicable Laws and the Plan.

3.3. Vendor shall be solely responsible for providing all such Services in Section 3.2. LEA agrees to look solely to Vendor for such Services. MED-Project shall have the right on 30 days' prior notice to the Manager to change the Vendor. In such a case, the new entity that becomes the Vendor will be responsible under this Agreement for Services

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required of Vendor from and after the date of such change.

3.4. LEA shall allow MED-Project, through its Vendor, to provide the Services in Section 3.2 of this Agreement at LEA Collection Site and shall cooperate with MED-Project and its Vendor in the provision of these Services. Such cooperation includes, but is not limited to:

- 3.4.1. Identifying a Manager at LEA Collection Site;
- 3.4.2. Requesting Kiosk(s) from MED-Project, if necessary, within 30 days of the Effective Date and if a Kiosk delivered pursuant to Section 3.2.1 of this Agreement becomes damaged or malfunctions and cannot be repaired by Vendor;
- 3.4.3. Providing adequate space for the installation of Kiosk(s) in compliance with Applicable Laws and making the Manager present at LEA Collection Site at the time of Kiosk installation;
- 3.4.4. Notifying Vendor of any Kiosk maintenance concerns or needs, including, but not limited to, any damage to or malfunction of a Kiosk;
- 3.4.5. Notifying Vendor if a Kiosk is full;
- 3.4.6. Ensuring LEA employees, including the Manager, perform all of their obligations in the Standard Operating Procedures provided as Exhibit D (including when collection is performed pursuant to Emergency Requests), and;
- 3.4.7. Labeling Kiosk(s) with the signage provided by MED-Project and identified in Plan Appendix F.

4. Payment.

4.1. LEA shall not be responsible for paying the charges of Vendor for the Services Vendor renders under Section 3.2 of this Agreement.

5. Nature of the Relationship.

5.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other relationship between the Parties, or with Vendor, including but not limited to the relationship of partners, joint venturers, or agent or legal representative of the other for any purpose whatsoever. Neither Parties will (i) make any

representation that would create an apparent agency, partnership or joint venture relationship with the other Party or with Vendor, (ii) have the power, expressed or implied, to obligate or bind the other or the Vendor in any manner whatsoever, or (iii) be responsible for any act or omission of the other or the Vendor or any employee of the other or of the Vendor. No employee of LEA, MED-Project or the Vendor is or will be considered an employee of the other Party or the Vendor for any purpose in connection with the performance of this Agreement.

6. Report of Theft or Diversion.

6.1. In the event of any theft or diversion of Unwanted Medicine collected at a Kiosk, or environmental incident, including spills and releases reported to any governmental authority, occurring during performance of this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.

7. Indemnification.

- 7.1. To the fullest extent permitted by law, MED-Project shall defend, indemnify, and hold harmless LEA from and against all Losses to the extent arising out of or related to any and all third party claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action to the extent arising out of or related to MED-Project's (a) breach of this Agreement, or (b) sole negligence, recklessness or willful misconduct.
- 7.2. Notwithstanding the foregoing language in Section 7.1, MED-Project shall not be liable for Losses under Section 7.1 to the extent such Losses arise out of or related to LEA's (a) breach of this Agreement, or (b) sole negligence, recklessness, or willful misconduct.

8. Term, Termination.

- 8.1. The term of this Agreement shall commence as of the Effective Date and shall continue in force until:
 - 8.1.1. Notice from LEA to MED-Project of MED-Project's breach of this Agreement. This Agreement shall terminate immediately upon such notice.
 - 8.1.2. Notice from MED-Project to LEA of LEA's breach of this Agreement. This Agreement shall terminate immediately upon such notice.

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- 8.1.3. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate seven days after such notice.
- 8.1.4. If the representations and warranties set forth in Section 2.1 or 2.2 cease to continue to be correct, or DEA issues a notice, guidance, regulation or other communication applicable to LEA, Vendor or MED-Project making it reasonable to conclude that activities contemplated by this Agreement are viewed by DEA as impermissible or a violation of Applicable Laws, this Agreement shall terminate immediately.
- 8.1.5. Two years from the Effective Date, unless the Termination Date is extended pursuant to Section 14 of this Agreement.
- 8.2. Compliance with Section 3.2.6 of this Agreement shall be MED-Project's sole financial obligation with respect to any termination of the Agreement.

9. Severability.

- 9.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

10. Assignment/Subcontracting.

- 10.1. Except as expressly contemplated under this Agreement, neither Party shall assign or subcontract any of its duties or obligations hereunder or assign this Agreement or its rights hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation or subcontracting in violation of the above shall be void and ineffective. Notwithstanding this or any other provision of this Agreement, MED-Project shall have the right at any time to substitute Vendors by notifying LEA in writing of such change.

11. Survival.

- 11.1. The obligations set forth in Sections 5, 7, 8.2, and 17 shall survive termination of this Agreement.

12. Third Party Beneficiaries.

- 12.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company or organization, other than LEA or MED-Project, any right, remedy, cause of action or claim under or by reason of this Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of LEA and MED-Project.

13. Notice.

- 13.1. All notices to be provided in connection with this Agreement, including "requests" in sections 3.2.1, 3.2.2, 3.2.4, 3.2.9, and 3.4.2 of this Agreement, shall be in writing. Notices shall be deemed effective (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, or (iii) upon confirmation of receipt when sent by e-mail.
- 13.2. All notices in connection with this Agreement shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Victoria Travis, PharmD, MBA
 Program Director
 King County MED-Project LLC
 4096 Piedmont Ave Unit 544
 Oakland, CA 94611
 kingcounty@med-project.org
 Phone: (844) 6-PROJECT
 Fax: (510) 686-8837

and if to LEA, to:

Dahlia Corona
 Community Service Officer
 Shoreline Police Department
 1206 N 185th St
 Shoreline, WA 98133
 dahlia.corona@kingcounty.gov

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Phone: (206) 801-2719

Fax: (206) 546-0680

14. Complete Agreement, Headings, Modification.

14.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.

15. Signatures.

15.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.

16. Jurisdiction and Venue.

16.1. This Agreement is made and entered into in Washington state and shall be interpreted and construed in accordance with the laws of Washington state. The Parties submit to the exclusive jurisdiction of the Washington state and federal courts.

17. Publicity/Disclosure.

17.1. Unless required by law, neither Party may disclose the terms or subject matter of this Agreement to any third party, without the prior written consent of the other Party, except that MED-Project or LEA may provide this Agreement to the King County Local Hazardous Waste Management Program and/or King County Prosecuting Attorney and Vendor.

17.2. Neither Party shall use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in releases, advertising or any other

publications, without such Party's prior written consent in each instance; except that either Party is authorized to use the other Party's name, trade name and logo with regard to public outreach and educational efforts taken with regard to the Plan. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, Twitter, and LinkedIn.

18. Authority.

18.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.

19. Waiver.

19.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.

20. Effective Date

20.1. The Agreement shall be effective on the last date signed by a Party in accordance with Section 15 of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

Shoreline Police Department

King County MED-Project LLC

By: _____
Name: Shawn Ledford
Title: Chief of Police

By: _____
Name: Victoria Travis, PharmD, MBA
Title: Program Director

Date: _____

Date: _____

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Exhibit A

Kiosk(s) Approved for Inclusion in the MED-Project Product Stewardship Plan

Kiosk Description	LEA Collection Site
King County MED-Project Kiosk	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133

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Exhibit B
LEA Collection Site(s)

Name	Address
Shoreline Police Department	1206 N 185th Street Shoreline, WA 98133

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Exhibit C
Manager(s)

Name	Manager's Work Address	LEA Collection Site Address	Telephone Number	Email Address
Dahlia Corona	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133	P: (206) 801-2719 C: (206) 391-9985 F: (206) 546-0680	dahlia.corona@kingcounty.gov
Victoria Crabtree	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133	P: (206) 801-2719 C: (206) 391-9985 F: (206) 546-0680	victoria.crabtree@kingcounty.gov
Derrick Boone	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133	Shoreline Police Department 1206 N 185th Street Shoreline, WA 98133	P: (206) 801-2719 C: (206) 391-9985 F: (206) 546-0680	derrick.boon@kingcounty.gov

KIOSK SERVICES AGREEMENT**Exhibit D****Standard Operating Procedures**

1. Services in Section 3.2 of this Agreement, other than responses to Emergency Requests, will be conducted Monday - Friday from 8:00am - 6:00pm PST. Except for responses to Emergency Requests, these Services will not be conducted on federal holidays recognized by the United States Office of Personnel Management (available at: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>).
2. The Service Technicians will park the service vehicle in an area designated by the Manager and enter the building from an entrance specified by the Manager. The Service Technicians will provide picture identification to the Manager upon request.
3. The Service Technicians shall ensure that, when unattended, the service vehicle shall be locked and the vehicle and its contents secured.
4. Upon entering LEA Collection Site, the Service Technicians will ask for the Manager. If the Manager is not available within 15 minutes (or 30 minutes in the case of an Emergency Request), the Service Technicians will exit LEA Collection Site and follow-up with the Manager to reschedule service.
5. Once the Manager arrives, the Service Technicians will go directly to the Kiosk along with the Manager and other LEA Collection Site employee.
6. The Manager and other LEA Collection Site employee will produce keys to access the double-locked Kiosk.
7. The Manager and other LEA Collection Site employee will remove the inner container and liner from the Kiosk and seal the inner liner. The Kiosk will then be locked, including the small opening that allows contents to be deposited into the Kiosk.
8. Under the supervision of the Manager and other LEA Collection Site employee, the Service Technicians will take the entire inner container and liner to the service vehicle for packaging.
9. The Service Technicians will place the inner container and liner in the back of the service vehicle.
10. The Service Technicians will weigh the inner container and liner, remove the liner from the container, and place the liner into an appropriately sized shipping container.
11. The shipping container will be lined to prevent any leakage.
12. The Service Technicians will attach a unique barcode label that will be confirmed by Vendor once received at the designated disposal facility.
13. The Service Technicians will secure the shipping container with tamper evident tape.
14. All shipping containers will be marked and labeled in compliance with Applicable Laws.
15. The Service Technicians will return to LEA Collection Site with the Manager and other LEA Collection Site employee. The Manager and Service Technicians will provide any paperwork required by Applicable Laws. If not otherwise required by Applicable Laws, the Service Technicians will record their own names as well as the names of the Manager and other LEA Collection Site employee participating in the service.
16. The Manager, other LEA Collection Site employee, and the Service Technicians will return to the Kiosk for inspection. The Manager and other LEA Collection Site employee will produce keys to access the double-locked Kiosk.
17. Under the supervision of the Manager and other LEA Collection Site employee, the Service Technicians will replace the liner in the inner container and place both into the Kiosk.
18. The Kiosk will be locked by the Manager and other LEA Collection Site employee, and the Service Technicians will exit LEA Collection Site, completing the service.

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Exhibit E
Notice and Contact Data for Vendor

Burlington Environmental, LLC
1629 East Alexander Ave.
Tacoma, WA 98421
(253) 383-3044