

RESOLUTION R-4007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND WHICH PROVIDES FOR PARTICIPATION IN THE CITY OPTIONAL PROGRAM OF THE KING COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

Whereas, King County and the City of Kirkland have adopted the King County Comprehensive Solid Waste Management Plan which includes waste reduction goals; and

Whereas, the King County Solid Waste Division has established the City Optional Program in order to help meet these goals; and

Whereas, the City Optional Program funds enable citizens to recycle materials not included in curbside collection programs and provides funds for cities to establish and maintain business recycling programs and services; and

Whereas, the parties hereto are authorized to enter into this agreement pursuant to RCW 39.34 - The Interlocal Cooperation Act;

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 16 day of April, 1996.

Signed in authentication thereof this 16 day of April, 1996.

  
MAYOR

Attest:

  
City Clerk  
Apr96\Rescop

**INTERLOCAL AGREEMENT****Between****KING COUNTY and the CITY OF KIRKLAND**

This Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Motion No. 8857

City

**PREAMBLE**

King County and the City of Kirkland have adopted the King County Comprehensive Solid Waste Management Plan which includes waste reduction goals. In order to help meet these goals, the King County Solid Waste Division has established the City Optional Program. The City Optional Program funds projects that enable citizens to recycle materials not included in curbside collection programs and provides funds for cities to establish and maintain Business Recycling Programs and services.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Kirkland from the County for the operation of Special Recycling Event(s) and for the operation of a Business Recycling Program.

**II. RESPONSIBILITIES OF THE PARTIES**

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

**A. The City****General Provisions**

1. The City shall comply with the Minority and Women's Business utilization provisions of King County Code Chapter 4.18, and amendments thereto, attached to the City's copy of the Agreement as Exhibit A and incorporated herein by reference to the other two copies of this Agreement.
2. 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.
3. 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.

4. 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.
5. The City shall maintain accounts of the direct and indirect costs of the programs covered by this Agreement for a period of at least six years. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials so authorized by law.
6. 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".
7. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for the Special Recycling Event and the Business Recycling Program which have been funded through the City Optional 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 piece.

#### Special Recycling Event Provisions

8. Funds provided to the City by the County pursuant to this Agreement shall be used to sponsor two special events for collection from City residents of recyclable materials not included in household collection programs and consistent with the scope of work and budget attached hereto as Exhibit B.
9. Cities applying for City Optional Program funds must agree to organize a minimum of one Special Recycling Event where at least four items, from the following list of eleven, must be collected:
 

• Polycoated Paperboard	• PET & HDPE Plastic Containers	• #3-7 Plastics
• Ferrous Metals	• Clean Wood (untreated)	• Non-ferrous metals
• Textiles	• Bulky Wood Waste (>3" diameter)	• Tires
• Reusable Household Goods		• Appliances
10. The City will submit to the County reimbursement requests no later than ninety (90) days following the event in a format specified by the County. The City shall be required to maintain records of where collected materials are sold or processed to guarantee that all the collected materials are either reused or recycled and to verify the amounts collected. The reimbursement request shall be accompanied by an event report which shall include information on the amount of each material collected, the number of vehicles attending, the total cost for each budget item and the amount of that cost for which reimbursement is requested. The reimbursement request shall be accompanied by receipts for verification of expenses.
11. The City will provide the King County Recycling Information Line and the King County Project Manager with the date and location of each event, as well as copies of any printed material used to publicize the event, as soon as they are available, but no later than thirty (30) days prior to the event. In the event there is any change in the date or the location of the event, the City will notify the County a minimum of thirty (30) days prior to the event. The City agrees that the event(s) will be open to all King County residents and that the County has the right to publicize the event(s) for the benefit of all County residents.

12. The Special Recycling Event(s) shall be administered by Andy Barton, Assistant to the City Manager for the City of Kirkland at 123 Fifth Avenue, Kirkland, WA 98133, or designee.

### Business Recycling Program Provisions

13. 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 to the City's businesses as outlined in the scope of work and budget attached hereto as Exhibit C.
14. The City will submit to the County quarterly reports which include: a) a description of each activity accomplished in the previous quarter related to the scope of work; and b) reimbursement requests with copies of invoices and statements for each expenditure for which reimbursement is requested. These reports shall be submitted to the County on the following schedule: (1) the first quarter report is due by May 1, 1996; (2) the second quarter report is due by August 1, 1996; (3) the third quarter report is due by November 1, 1996; and (4) the fourth quarter report is due by February 1, 1997.

Final reports which evaluate the effectiveness of the City's Business Recycling Program according to the evaluation methods specified in the scope of work are due within six months of completion of the program activity but no later than June 30, 1997.

15. The City agrees: a) to promote business recycling services; b) to provide assistance to businesses within its City limits to establish and expand their recycling, waste prevention, and buy recycled programs as described in Exhibit C; and c) to work towards minimum service levels for urban areas as defined in the 1992 King County Comprehensive Solid Waste Management Plan on pages III-41 and 42.
16. The City will cooperate with the County to coordinate its efforts with County programs. To facilitate cooperation, meetings may be scheduled between the County, the City, and other cities which are participating in the Business Recycling City Optional Program. The County will coordinate any meetings and cities participating in the Business Recycling City Option Program will be given an opportunity to assist in the coordination of such meetings. The meetings will be held to share information about Business Recycling Programs, to coordinate assistance and programs, and to plan for 1997.
17. The Business Recycling Program shall be administered by Andy Barton, Assistant to the City Manager for the City of Kirkland at 123 Fifth Avenue, Kirkland, WA 98133, or designee.

B. County: The responsibilities of the County pursuant to this Agreement are as follows:

### General Provisions

1. Within thirty (30) 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(s) for activities and/or expenditures which were not included in the scope(s) of work and budget(s) attached as Exhibits B and C, unless the scopes have 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 scopes of work and budgets attached as Exhibits B and C.

2. 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 Kirkland" and/or "text provided courtesy of the City of Kirkland".
3. 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 which were produced by the City.

#### Special Recycling Event Provisions

4. The Special Recycling Events shall be administered by Bill Smith, Project Manager, or designee, specified by the King County Solid Waste Division.
5. The County will not provide Special Recycling Events within the corporate limits of the City. The County will coordinate the timing and locations of its Special Recycling Events with those of the City to avoid overlap whenever possible.
6. Funding for Special Recycling Events is allocated on the basis of a \$4,000 base amount plus a per capita distribution. The City of Kirkland's budgeted allocation for Special Recycling Events in 1996 is \$10,147.

#### Business Recycling Program Provisions

7. The Business Recycling Program shall be administered by Dale Alekel, Project Manager, or designee specified by the King County Solid Waste Division.
8. The County will not provide technical assistance services to individual businesses within the corporate limits of the City unless such assistance is an integral part of the County's targeted industry program and unless such assistance is undertaken in cooperation with the City. If the City wishes to participate in a County sponsored technical assistance program, the City shall pay the County for participation according to its proportional share of the cost of the program based on the City's employment levels. The City shall be eligible for any regional business services offered by the County that are outside the category of technical assistance. Such regional services are identified in Exhibit D.
9. The County will share the results of previous business audits and/or follow up surveys conducted within the City limits (and any printed materials such as case studies that the City wishes to use in its own programs). The County will provide information about existing Green Works members located within the City limits and will assist the City in signing up new members. The County will also provide its quarterly newsletter production schedule to the City in the event that the City wishes to publish a quarterly insert for distribution to the businesses in the City.
10. Funding for Business Recycling Programs is allocated based on the number of employees within each city. The City of Kirkland's budgeted allocation for a Business Recycling Program in 1996 is \$11,684. Total budgeted funding under this Agreement is \$21,831.

### III. DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1996 and shall terminate on December 31, 1996.

### IV. TERMINATION

- A. This Agreement may be terminated by either party, in whole or in part, prior to the termination date specified in Section III, upon either party providing the other thirty (30) days advance written notice of the termination. Reasons for termination by the County may include, but are not limited to, nonperformance or misuse of funds.
- B. 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.
- C. 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. Funds may be moved between tasks in the scopes of work, attached as Exhibits B and C, only upon written or verbal request and written or verbal 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(s) 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 its 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 or 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. 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.

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 certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

**VIII. NOTICE**

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

City

King County

Accepted for King County Executive

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

Director of Natural Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to \_\_\_\_\_

Pursuant to Motion No. 8857

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

## Chapter 4.18

## MINORITY AND WOMEN'S BUSINESS ENTERPRISES

## Sections:

- 4.18.005 Findings.
- 4.18.010 Definitions.
- 4.18.020 Powers and duties.
- 4.18.030 Utilization goals.
- 4.18.040 Accomplishment of utilization goals.
- 4.18.050 Utilization requirements, general.
- 4.18.060 Utilization requirements, specific.
- 4.18.070 Waivers.
- 4.18.080 Monitoring, reporting, and enforcement.



## MINORITY AND WOMEN'S BUSINESS ENTERPRISES

4.18.005 - 4.18.010

- 4.18.007 Purpose.
- 4.18.090 Annual report required.
- 4.18.095 Studies and recommendations graduating firms out of program.
- 4.18.100 Authorization to implement procedures.
- 4.18.105 Implementation resources.
- 4.18.110 Effect of ordinance, status of solicitations.
- 4.18.115 Effective date.
- 4.18.120 Severability.
- 4.18.130 Study and report.

**4.18.005 Findings.** The county council hereby finds the following facts:

A. In hiring and dealing with contractors and subcontractors of all types, public and private owners, developers, contractors, financial institutions and sureties have discriminated and do discriminate against minority and women's businesses doing business or seeking to do business with King County based on the race and sex of the owners of these businesses. This discrimination has been established by public hearings conducted by the county council and other local jurisdictions and by the studies and reports performed for the county by consultants. The factual findings of these reports, specifically the Perkins Coie study dated January 1990 and the Washington Consulting Group study dated July 9, 1990, are incorporated herein by this reference.

B. But for the provisions of its past and present minority and women's business enterprise ordinances, King County would have been, and would continue to be, a passive participant in the discrimination against these businesses.

C. The provisions of this chapter are necessary to remedy the discrimination against minority and women's businesses and to prevent King County from financing and participating in this discrimination with its contracting dollars.

D. The market from which King County draws contractors extends throughout the State of Washington, although the businesses which provide the primary market for King County are located in the King, Pierce, and Snohomish County area.

E. King County is prohibited by state law from helping minority and women's businesses overcome the effects of discrimination through financial assistance or reduction of bonding requirements. While the existence of such alternative remedies must continue to be explored, no effective alternatives appear to be presently available.

F. Although a program to provide technical assistance to minority and women's businesses cannot provide an adequate immediate remedy for past discrimination against such businesses, such a program can assist in a long-term effort to eliminate the need for the remedies provided by this chapter.

G. The above-referenced consultant studies have produced statistical data and recommendations for refinements to the King County minority and women's business program which are reflected in the amendments set forth in this chapter. (Ord. 9609 § 1, 1990; Ord. 8937 § 1, 1989).

**4.18.007 Purpose.** The purpose of this chapter is to remedy the effects of discrimination by increasing the opportunities for minority and women's businesses to provide goods and services to King County by using reasonably achievable goals. (Ord. 9609 § 3 B, 1990)

**4.18.010 Definitions.** All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition, the meaning set forth below. In the event of conflict, the specific definition spelled out below shall presumptively, but not conclusively prevail.

A. "Administrator" shall mean the administrator of the King County office of civil rights and compliance.

B. "Affirmative Action Plan" shall mean the written, formal King County policy adopted annually, stating the goals and programs of county government to be performed in the areas of contract compliance, equal employment opportunity and minority/women's business contracting.

C. "Affirmative Efforts" shall mean making vigorous, documented attempts in good faith to contact and contract with minority/women's businesses. Where affirmative efforts are required by, or are grounds for, waiving provisions of this chapter, the director's determination shall be based on procedures to be outlined in accordance with the dictates of this chapter.

D. "Architectural and Engineering Contracts" shall mean contracts for the performance of architectural and engineering services by licensed and registered firms and persons acting as consultants to King County.

E. "Broker" shall mean a business which purchases goods or services from another business or businesses for the sole purpose of resale to the county or a contractor doing business with the county.

F. "Certification" shall mean the process by which the Office of Minority and Women's Businesses of the State of Washington determines a business meets the criteria for a minority-owned business enterprise, a women-owned business enterprise, and/or a combination minority and women's business enterprise as set forth in WAC chap. 326-02 and WAC chap. 326-20.

G. "Combination Minority and Women Business" means a business certified as a combination minority and women's business enterprise by the Office of Minority and Women's Businesses of the State of Washington which is 50% legitimately owned and controlled by minority males or minority businesses as defined in this chapter.

H. "Commercially Useful Function" shall mean the performance of real and actual services in the discharge of any contractual endeavor. The contractor must perform a distinct element of work which the business has the skill and expertise as well as the responsibility of actually performing, managing and supervising. In determining whether a business is performing a commercially useful function, factors, including but not limited to the following, will be considered:

1. Whether the business has the skill and expertise to perform work for which it is being/has been certified;
2. Whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
3. Whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the county, county contractor, or other person doing business with the county for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.

I. "Concession Contracts" shall mean those contractual arrangements for the sale of food, beverages and/or items of personal property at any facility owned and/or managed by King County.

J. "Conduit" shall mean a minority/women's business with which a contractor has agreed to subcontract, when the minority/women's business does not perform the subcontract, and instead the subcontract is performed by a non-minority/women's business.

K. "Construction Contracts" shall mean, those contractual arrangements made by King County for the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, streets or other improvements to real property.

## MINORITY AND WOMEN'S BUSINESS ENTERPRISES

4.18.010

L. "Consultant Contracts" shall mean those contractual arrangements made for the procurement of expert personal, professional and/or technical services. Consultant contracts shall include legal services provided to King County government, but shall not include architectural and engineering contracts as defined by this chapter.

M. "Contract Awarding Authority" shall mean any person with the power to enter into a contractual arrangement binding King County and shall also mean the particular office, agency or division on whose behalf the contract is entered. In addition, this term shall include, but shall not be limited to heads of county departments, divisions or offices.

N. "Contractor" shall mean any person, partnership, corporation, or other type of business entity which has a contract with King County or serves in a subcontracting capacity with an entity having a contract with King County for the provision of goods and/or services.

O. "Department" shall refer to any department as defined by King County ordinance or other applicable law and shall include all county agencies not associated with a department. These agencies shall similarly discharge those duties this chapter requires of departments and shall include the King County prosecuting attorney, the King County assessor, and the King County council.

P. "Director" shall mean the director of the King County department of executive administration.

Q. "Front" shall mean a business which purports to be a minority/women's business but which is actually owned and/or controlled in a manner which is inconsistent with the requirements of certification.

R. "Joint venture" shall mean an association of two or more persons, partnerships, corporations or any combination of them, established to carry on a single business activity which is limited in scope or direction. The degree to which a joint venture may satisfy relevant utilization goals cannot exceed the proportionate interest of the minority/women's business held as a member of the joint venture in the work to be performed. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further, minority/women's participation in a joint venture shall be based on the sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture, and interest in earnings.

S. "Legitimately Owned and Controlled" shall mean for the purpose of determining whether a business is a "minority business" that minorities shall possess:

1. Ownership of at least fifty-one percent interest in the business, unless the minority business qualifies as a corporate sponsored dealership under the provisions of WAC 326-02-030. The ownership shall be real and continuing, and shall go beyond the pro forma ownership of the business reflected in the ownership documents. The minority owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance, rather than the form, of arrangements.

2. Control over management, interest in capital, interest in profit or loss and contributions to capital, equipment and expertise on which the claim of minority-owned status under this chapter is based. The minority owners must possess and exercise the legal power to direct the management and policies of the business and to make day-to-day as well as major decisions on matters of management, policy, and operations. If the owners of the business who are not minorities are disproportionately responsible for the operation of the business,

then the business is not controlled by minorities. The business must be owned, controlled, and managed on a day-to-day, full-time basis by the minority owner(s). The requirements of this subsection S.2. shall not apply, if the minority business qualifies as a corporate sponsored dealership under the provisions of WAC 326-02-030.

3. Ownership and control shall be measured as though not subject to the community property interest of a spouse if both spouses certify that:

- a. Only one spouse participates in the management of the business;
- b. The nonparticipating spouse relinquishes control over his/her community property interest in the subject business.

T. "Minority Business" means a business certified by the Office of Minority and Women's Businesses of the State of Washington as a minority business enterprise which is legitimately owned and controlled by a minority person or persons as defined in this section and which has previously sought to do business in King County. The director is authorized to determine that specific racial groups have not been discriminated against in their ownership and/or operation of particular trades or areas of business in King County. The director may exclude such businesses from consideration as "minority businesses" under this chapter, in connection with contracts involving such trades or areas of business, as provided in Section 4.18.080 of this chapter.

U. "Minority or Minorities" means a person who is a citizen of the United States and who is a member of one or more of the following historically disadvantaged racial groups:

1. Black or African American: Having origins in any of the Black racial groups of Africa;
2. Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin;
3. Asian American: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
4. American Indian or Alaskan Native: Having origins in any of the original peoples of North America.

The director shall have discretion to make a final decision as to whether an individual is a minority.

V. "Nonprofit Corporation" shall mean a corporation organized pursuant to R.C.W. Ch. 24.03. In the case of nonprofit corporations organized under the laws of a state other than Washington, a nonprofit corporation shall mean one organized for one or more of the purposes set forth in R.C.W. 24.03.015 and meeting the definitions in R.C.W. 24.03.005.

W. "Pass-Through" means buying or obtaining goods from a non-woman's business, non-minority business or non-combination women/minority business, and reselling or transferring those goods to the county, county contractors or other persons doing business with the county for the purpose of obtaining any advantage or benefit conferred under this chapter, without performing a commercially useful function.

X. "Percentage Factor" shall mean the special ranking factors established by this chapter to be applied in certain competitive bid situations where minority/women's businesses respond to solicitation or are included as subcontracts in responding parties' responses to solicitation.

Y. "Purchasing Contracts" shall mean, but not be limited to, those contracts which are awarded by the department of executive administration as the representative of King County, or any contract awarded by King County for the purchase of tangible goods.

Z. "Responding Party" shall mean any person, partnership, corporation or business entity which makes a proposal as defined in this chapter in response to a solicitation as defined in this chapter.

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4.18.010

AA. "Service Contracts" shall mean those contracts for technical, professional or other work performed by a vendor, such as the making of repairs, servicing, maintenance and/or cleaning, and which does not involve the provision of substantial tangible items such as materials, supplies or equipment. For the purposes of this chapter, the term "service contracts" shall include services provided to members of the public, including public defender services, but shall not include construction, rental or leasing of equipment or the traditional professional services such as consulting, legal services, feasibility studies and design studies.

BB. "Set Aside" shall mean that proportion of each contract which is designated for participation of minority/women's businesses as established by this chapter.

CC. "Small Business Concern" means a small business as defined pursuant to Section 3 of the federal Small Business Act and relevant regulations promulgated thereto.

DD. "Solicitation" shall mean a contract awarding authority's request for the provision of any one or more of the following: goods and services of any kind, equipment leases, and rentals/purchase of space. Solicitation shall include requests for proposals, invitations to bid and similar items. "Solicitation specifications," shall mean any documents, literature or other information accompanying a solicitation which provides additional data regarding the contract awarding authority's request.

EE. "Utilization Goals" shall mean those separately designated annual goals for the use by King County of minority/women's businesses. The goals shall be expressed as a numerical percentage of the total dollar value of all contracts to be awarded by the county. These goals shall be applicable to businesses organized for profit, along with governmental agencies and quasi-governmental agencies, unless the agencies are specifically excepted by or in accordance with the provisions of this chapter.

FF. "Utilization Requirements," shall mean those efforts which the responding parties, King County and the particular department shall make to meet the county's utilization goals, including but not limited to the percentage factors and set aside requirements established by this chapter.

GG. "Violating Party," shall mean a person or entity which has violated a provision or provisions of this chapter.

HH. "Waiver Statement," shall mean a written statement directed to the director containing reasons why any provision or provisions of this chapter shall not apply to a particular person, partnership, corporation, business entity, contract awarding authority, department, or other entity. Where a waiver or waivers are granted, the utilization goals shall be applied in a manner so as to reflect the loss of the monetary value of those contracts exempted from the requisites of this chapter.

II. "Women's Business," means a business certified by the Office of Minority and Women's Businesses of the State of Washington as a women's business enterprise and which has previously sought to do business in King County. The director is authorized to determine that women as a class have not been discriminated against in their ownership and operation of particular trades or areas of business in King County. The director may exclude such businesses from consideration as "women's businesses" under this chapter, in connection with contracts involving such trades or areas of business, according to the procedure provided for in Section 4.18.080 of this chapter. (Ord. 10205 § 1, 1991; Ord. 9609 § 2, 1990; Ord. 8937 § 2, 1989; Ord. 8313 § 1, 1987; Ord. 8121, 1987; Ord. 7789 § 1, 1986; Ord. 7512 § 1, 1986; Ord. 5983 § 1, 1982).

**4.18.020 Powers and duties.** A. In addition to the powers and duties given to the King County executive elsewhere in this chapter, the executive shall, through the director, department of executive administration have responsibility for administering, monitoring and enforcing the goals and requirements identified in this chapter:

B. In addition to the powers and duties given the director, department of executive administration elsewhere in this chapter, the director, department of executive administration shall:

1. Establish rules, regulations, and procedures for implementing and administering this chapter;
2. Recommend to the King County executive annual utilization goals for King County;
3. Have the authority to enter into cooperative agreements with other government agencies concerned with increasing the participation of minority/women's businesses in government contracting;
4. With the advice of contract awarding authorities, formulate and periodically update a plan to make minority/women's businesses aware of contracting opportunities with King County;
5. Review all King County solicitation lists and where possible, place minority/women's businesses on such lists. These lists shall be updated periodically. (Ord. 5983 § 2, 1982).

**4.18.030 Utilization goals.** On or before the thirtieth day of April 1992, and every three years following that date, the administrator shall submit to the King County executive for approval proposed utilization goals for King County for the following three year period. Separate utilization goals shall be established for the use of minority businesses and for the use of women's businesses. These utilization goals shall be established separately for each of the following types of contracts: architectural and engineering contracts, construction contracts, consultant contracts, concession contracts, and purchasing and service contracts. The utilization goals shall be transmitted with the office of civil rights and compliance annual report to the King County council for approval. Existing utilization goals shall remain in effect until newly submitted ones receive final King County council approval.

A. The utilization goals shall be reasonably achievable. To the extent that relevant information is available, the utilization goals shall be based on the following factors:

1. By contract category, the number of firms certified by the State Office of Minority and Women's Business Enterprises, seeking to do business with King County as either prime or subcontractors;
2. By contract category, the total number of firms seeking to do business with King County as either prime or subcontractors;
3. By contract category, the geographic area of competition;
4. By contract category, the capacity and/or capability of certified minority and women's businesses seeking to do business with King County compared with the capacity and/or capability of non-minority and non-women's businesses seeking to do business with King County;
5. By contract category, the number of minorities and women with requisite skills in related occupations;
6. By contract category, the affirmative action goals for minorities and women in related occupations;
7. By contract category, the rates of new entry by minorities and women into related training, educational fields, and occupations;
8. By contract category, what availability would be absent discrimination;

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9. By contract category, rates of entry of new minority and women's businesses compared to non-minority and non-women's businesses.

B. The following goals shall be the annual goals for all King County departments until such time as new goals are approved by the King County council:

<u>Contract Category</u>	<u>MBEs</u>	<u>WBEs</u>
Architecture/Engineering	17%	10%
Concessions	10%	5%
Construction	14%	8%
Consultant	6%	15%
Purchasing/Service	10%	3%

(Ord. 9609 §§ 3(part) and 4, 1990).

4.18.040 Accomplishment of utilization goals. A. For all contracts, accomplishment of utilization goals established by this chapter shall be based on the dollar amount of the contract in question. Accomplishment of the goals shall be calculated in the following manner:

1. General--The dollar value of any and all contracts awarded by a contract awarding authority to a minority/women's business shall be counted towards accomplishment of the applicable utilization goals.

a. The total dollar value of each contract awarded to businesses owned and controlled by both minority males and non-minority females shall be apportioned on the basis of the percentage of ownership to the utilization goals for minorities and women respectively.

b. The total dollar value of a contract with a minority/women's business owned and controlled by minority women shall be either counted toward the minority utilization goal or the goal for women, or apportioned on the basis of ownership between minorities and women, not to both.

2. Subcontracts--If a contractor uses subcontractors who are minority/women's businesses, the amount which is given to the minority/women's business for their work on the contract shall be credited towards meeting the applicable utilization goals.

3. Joint Ventures--Where one or more minority/women's businesses are participants in a joint venture with one or more non-minority or non-women's businesses, the amount of money received by the minority/women's business enterprise shall be calculated in proportion to their participation in the joint venture in accomplishing the applicable utilization goals.

4. Supplies/Materials--The contract awarding authority or a prime contractor may count toward its utilization goals:

a. expenditures for materials and supplies obtained from minority/women's business suppliers and manufacturers; provided that, the minority/women's business assume the actual and contractual responsibility for the provision of the materials and supplies;

b. its entire expenditure made to a minority/women's business manufacturer; that is, a supplier that produces goods from raw materials or substantially alters them before resale;

c. the amount of the commission paid to minority/women's businesses and resulting from a particular contract with the county; provided that a minority/women's business supplier performs a commercially useful function in the process.

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5. Brokers - Fronts - or Similar Pass-Through Arrangements. Businesses acting as brokers, fronts, conduits or similar pass-through arrangements shall not be certified as minority/women's business enterprises, unless the brokering service reflects normal industry practice and the broker performs a commercially useful function. Such businesses determined to be acting under these arrangements or persons who create such arrangements shall be subject to the penalties enumerated in this chapter.

B. The director, department of executive administration shall calculate the accomplishment of utilization goals for King County. In the event of disputes regarding these calculations, a department may request review of the director's decision by the King County executive.

C. After having met their annual utilization goals, departments shall continue to make affirmative efforts to do business with minority/women's businesses.

D. The failure of a department or King County to meet the annual dollar utilization goals established from time to time by this chapter shall not constitute grounds for a lawsuit against a department or the county, provided that the department or the county has made affirmative efforts to meet those goals. The failure of a department to meet the requirements of this chapter shall be reviewed by the King County executive and corrective action taken where appropriate. (Ord. 7789 § 3, 1986; Ord. 5983 § 4, 1982).

4.18.050 Utilization requirements, general. In order to meet the utilization goals established in accordance with this chapter, efforts including but not limited to the following shall be made:

1. Under the auspices of the director, the administrator shall begin immediately to design a technical assistance and outreach program which shall be established by April 1, 1992. This program shall include the following elements:

a. A county-wide, industry-wide, regularly-scheduled contractor orientation program to promote compliance with and understanding of the provisions of this chapter and King County Code, Chapter, 12.16;

b. Feasible options for bonding, insurance, and banking assistance for minority-owned and women-owned businesses;

c. A county-wide program, designed to assist departments in enhancing opportunities for minority-owned and women-owned businesses;

d. A fully-developed and maintained resource list, to include all available resources state-wide for minority-owned and women-owned businesses;

e. Such other program options as would serve to assist minority-owned and women-owned businesses in overcoming the barriers of past and present discrimination.

2. Prior to entering into any contract, the contract awarding authority shall:

a. Make affirmative efforts to solicit proposals from minority/women's businesses;

b. Examine alternatives for arranging contracts by size and type of work so as to enhance the possibility of participation by minority/women's businesses.



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3. Prior to submitting any bid, proposal, or other response to a solicitation for which subcontractors may be used, responding parties shall make good faith affirmative efforts to contact, solicit bids and proposals from, and use minority/women's businesses.

4. The following shall be included in the body of the contract document in any and all contracts signed between a contract awarding authority and a contractor:

a. A provision indicating that this chapter is incorporated by reference into any and all King County contracts and failure to comply with any of the requirements of the chapter by a contractor will be considered a breach of contract.

b. A requirement that during the term of the contract the contractor shall comply with, as to tasks and proportionate dollar amounts throughout the term of the contract, all requirements for the use of minority/women's businesses. In the absence of a waiver, minority/women's businesses which for any reason no longer remain associated with the contract or the contractor shall be replaced with other certified minority/women's businesses in accordance with procedures established by the administrator.

c. A provision prohibiting any agreements between a responding party and a minority/women's business in which the minority/women's business promises not to provide subcontracting quotations to other responding or potential responding parties.

d. The requirement of maintenance of relevant records, and information necessary to document compliance with this chapter and the contractor's utilization of minority and women's businesses in its overall public and private business activities, and shall include the right of the county to inspect such records. This shall be implemented no later than April 1, 1992.

e. A provision requiring the payment of specific liquidated damages in the event a contractor fails to perform a commercially-useful function and/or operates as a broker, front, conduit or pass-through, with the amount of liquidated damages established in advance by the department of executive administration based on the type of contract involved. The provision should include the following language: The purpose of King County's minority/women's business ordinance is to provide a prompt remedy for the effects of past discrimination. The county in general, and this program in particular, are damaged when a contract, or portion of a contract, to be performed by a minority/women's business is not actually performed by a minority/women's business enterprise in compliance with this chapter. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages of \$\_\_\_\_\_ fairly estimate the amount required to compensate the county for resulting delays in carrying out the purpose of the program, the costs of meeting utilization goals through additional contracts, the administrative costs of investigation and enforcement and other damages and costs caused by the violation. (Ord. 10049 § 1, 1991: Ord. 9609 § 5, 1990: Ord. 8313 § 2, 1987: Ord. 7789 § 4, 1986: Ord. 5983 § 5, 1982).

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4.18.060 Utilization requirements, specific. A. In order to expedite achieving of the utilization goals established in accordance with this chapter, the following utilization requirements shall apply to all competitive bids and other responses to solicitation:

1. For all purchasing, service, and concession contracts and all architectural and engineering contracts, consultant contracts and construction contracts under ten thousand dollars, the director, with the advice of the administrator, shall determine a percentage factor appropriate to offset the effects of discrimination in the industry involved, which percentage shall be used in determining which responding party is the lowest responsible bidder or best proposal:

a. Responding parties whose bids are within the percentage factor of the best proposal or the bid made by the lowest bidder shall be ranked in the following order:

First, minority/~~women~~<sup>women</sup> businesses which will perform the entire contract unassisted and those minority/women's businesses which will exclusively use minority/women's businesses as subcontractors, suppliers or in similar assisting roles to the extent set forth above.

Second, minority/women's businesses which alone or as part of joint ventures serve as the prime contractor where minority/women's business participation is at least twenty-five percent of the dollar value of a contract;

Third, non-minority/non-women's businesses which use minority/women's businesses as subcontractors, suppliers, or in similar assisting roles in an amount equal to at least twenty-five percent of the contract amount.

Fourth, non-minority/non-women's businesses which do not use minority/women's businesses as subcontractors, suppliers, or in similar assisting roles to the extent set forth above.

b. All responding parties within each particular ranking shall be grouped according to the amount of their bid or the evaluation score of their proposal as determined by the awarding authority, with low bidders and higher scoring proposals receiving the highest priority. The lowest bidder or higher scoring proposal within the highest ranking category shall be awarded the contract in question.

c. In determining the percentage factor to be used for a particular contract, the director shall consider the following factors:

(1) Price differentials between M/WBES and non-MWBES on previously-submitted bids;

(2) Standard industry costs;

(3) Standard industry profit margins;

(4) Availability of M/WBES to perform as retailers, distributors, wholesalers and manufacturers, by commodity area; and

(5) Other pertinent facts.

d. Generally applied percentages shall be determined by commodity area, and these percentages shall be implemented by April 1, 1992.

2. For every construction, architectural and engineering, and consultant contract the following set aside requirements shall be met:

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a. Contracts for construction, consultant and architectural/engineering services, the estimated cost of which exceeds ten thousand dollars, shall require responding parties to include in their responses to solicitation both minority and women's business participation in the contract in a percentage which equals or exceeds the percentages determined for the contract by the director. The director, with the advice of the administrator, shall determine the percentages for each contract based on the extent of subcontracting opportunities presented by the contract and the availability of minority and women's business enterprises qualified to perform such subcontracting work. Such percentages may be higher or lower than the annual goals for the type of contract involved.

b. Where a contract is awarded to a minority or women's business which will perform at least twenty-five percent of the work, the set aside requirements of these subsections shall not apply.

c. As part of the bid or proposal package, all responding parties shall identify the dollar amount and/or percentage value of minority/women's business participation. All responding parties shall also identify the particular minority/women's businesses to be used in performing the contract, specifying for each the dollar and/or percentage value of the participation, the type of work to be performed, and other information as may reasonably be required to determine the responsiveness of the bid or proposal.

d. During the term of the contract, any failure to comply with the percentages of minority/women's business participation required for the bid or proposal shall be considered a material breach of contract. The dollar value of the total contract used for the calculation of the set-aside shall be increased or decreased to reflect executed change orders unless:

(1) a waiver is obtained in accordance with K.C.C. 4.18.070A. after consultation among the contract-awarding authority, the director and the contractor; or

(2) the department obtains a reduction in the amount of the set aside according to the procedure in K.C.C. 4.18.060B.

B. Departments may request a reduction in the amount of the set aside for either or both minority business enterprises or women's business enterprises or in the percentage factor to be applied under the percentage preference method, by submitting the reasons therefor in writing to the director.

1. The director, with the advice of the administrator, may grant such a reduction upon determination that:

a. The reasonable and necessary requirements of the contract render subcontracting or other participation of businesses other than the bidder or proposer infeasible at the adopted goal levels; or

b. Qualified minority and women's business enterprises capable of providing the goods or services required by the contract, are unavailable in the market area of the project, despite every feasible attempt to locate appropriate minority and women's business enterprises to meet adopted goals.

c. The available minority and/or women's businesses have given price quotes which are unreasonably high in that they exceed competitive levels beyond amounts which can be attributed to cover costs inflated by the present effects of discrimination.

2. Any reductions in set aside amount granted by the director shall specify the amount to which the set aside has been reduced.

C. Where this Section 4.18.060 specifies that a set aside or a percentage factor shall be used for a particular type of contract, the method specified is the preferred method for achieving the utilization goals. A department may use the other method in its solicitation documents for a specific contract if it determines that a method other than the one established by this Section 4.18.060 will be a more feasible method of achieving the annual utilization goal. In the event that a department chooses to use a method other than the one specified in this Section 4.18.060, it shall include in its annual report to the executive as required by Section 4.18.080 D. of this chapter, documents demonstrating that a method other than the one established by this Section 4.18.060 is a more feasible method of achieving the annual utilization goal.

D. All solicitation documents shall include the applicable requirements of Sections 4.18.050 and 4.18.060. In addition, documents shall include a provision prohibiting any agreement between a responding party and a minority/women's business in which the minority/women's business promises not to provide subcontracting quotations to other responding or potential responding parties. Bids, proposals, and other responses which fail to meet the requirements of this Section 4.18.060 shall, within the limitations of federal and state law, be deemed non-responsive unless a waiver has been granted pursuant to Section 4.18.070 of this chapter.

E. The percentage factor and set aside requirements of this Section 4.18.060 shall not apply to contracts awarded for the remainder of any calendar year in which the contract awarding authority is determined by the director, with the advice of the administrator, to have met the applicable county utilization goals as established by this chapter. The percentage factor and set aside provisions of this Section 4.18.060 shall again apply in each succeeding calendar year until the annual utilization goals for that year have been met by the contract awarding authority.

F. For the Kingdome food and beverage concession contract, the set aside method of achieving utilization goals shall apply.

G. The requirements of this Section 4.18.060 shall cease to apply to contracts awarded by King County and its departments on December 31, 1997, unless reenacted by the King County council. (Ord. 10679 § 1, 1992; Ord. 10049 § 2, 1991; Ord. 9609 § 6, 1990; Ord. 8937 § 4, 1989; Ord. 8313 § 3, 1987; Ord. 7789 § 5, 1986; Ord. 7512 § 2, 1986; Ord. 5983 § 6, 1982).

**4.18.070 Waivers.** Contract awarding authorities, along with or on behalf of responding parties and contractors, may apply for waiver of one or more requirements of this chapter as they apply to a particular contract or contracts.

A. Waivers may be granted by the director, with the advice of the administrator, in any of the following circumstances;

1. When the needed goods and services are readily available from only one source, in which case the contracting awarding authority shall, in addition to the requirements contained in Ordinance No. 4551, K.C.C. 4.16.030, submit a written justification of the need for sole source treatment to the director who shall grant or deny the request for waiver within three business days;

2. Emergencies, in which case emergency contracting shall be handled in accordance with the requirements of Ordinance No. 4551, K.C.C. 4.16.050.

3. Contracts for which neither a minority nor a women's business is available to provide needed goods or services, in which case a waiver may be applied for in accordance with procedures to be developed by the administrator. Prior to granting a waiver, the director shall certify that a minority/women's business is in fact not available to provide the needed goods and/or services.

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4. Contracts awarded to non-profit organizations, governments and governmental organizations including but not limited to municipal corporations, consortiums and associations of governmental agencies or officials and agencies created by interlocal agreement, per R.C.W. 39.34, or by operation of state or federal law; where because of a responding party's non-profit status, ownership of the corporation or other entity cannot be determined. However, solely with the exception of contracts between King County and cities and towns where King County is the grantee for federal or state funds passed through to such jurisdictions, the waiver shall not extend to those profit-making contractors which contract with the referenced responding parties.

5. When available minority and/or women's businesses have given price quotes which are unreasonably high in that they exceed competitive levels beyond amounts which can be attributed to cover costs inflated by the present effects of discrimination.

As a condition of granting any waiver, the director may require that contractors or the contract-awarding authority make affirmative efforts to utilize minority and/or women's businesses in the contract.

B. Where the executive determines that the reasonable and necessary requirements of a contract render subcontracting or other participation of businesses other than a responding party unfeasible, he/she may grant a waiver from the set aside provisions of this chapter; PROVIDED THAT, the waiver shall not be granted after the solicitation request has been publicly released by the contract awarding authority; PROVIDED FURTHER THAT, the solicitation specifications shall state that the waiver has been authorized and that solicitations received, proposing subcontracting or other participation of business other than the responding party, shall be rejected as non-responsive; PROVIDED FURTHER THAT, following award of the contract, should subcontracting or participation of businesses other than the responding party become necessary, the previously authorized waiver shall be null and void. The contractor (original responding party) shall solicit both minority and women business participation in a percentage which equals the contract awarding authority's annual goal.

C. Where the executive determines that compliance with the requirements of this chapter would impose an unwarranted economic burden on, or risk to, King County as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance he/she may reduce or waive the utilization requirements of this chapter;

PROVIDED THAT upon taking such action, the King County executive shall notify the members of the King County council in writing and FURTHER PROVIDED, upon receipt of the notice, if the King County council determines that the waiver does not meet the standards of this section, the King County council may by motion, within ten working days of the receipt of the notice determine the waiver to be null and void. (Ord. 9609 § 7, 1990; Ord. 8937 § 5, 1989; Ord. 5983 § 7, 1982).

4.18.080 Monitoring, reporting, and enforcement. A. The county executive, through the administrator shall have the responsibility for monitoring implementation of the requirements of this chapter and shall have the power to request from departments, responding parties and/or contractors any relevant records, information and documents.

B. Contract awarding authorities, with the assistance of the director shall keep complete and detailed records regarding compliance with this chapter. The records shall include the dollar value and the subject matter of each contract along with the name of the contractor, the participation levels (in dollars, number of contracts awarded, and type of work), of minority/women's businesses where the contract award provides for participation, and other information as the director deems necessary.

C. The administrator shall be responsible for gathering all information concerning compliance with this chapter and shall have access to all pertinent King County records.

D. With the assistance of the administrator each department shall submit to the administrator an annual report on its performance in meeting the utilization goals required by this chapter on or before March 15th of each year. This report shall include the number and dollar amount of contracts awarded, by contract category and the dollar amount and the percentage of minority/women's business participation by contract and contract category and by number of set-aside contracts, percentage preference contracts, contracts requiring affirmative efforts, and contracts for which waivers were granted. The report shall also identify problems in meeting the requirements of this chapter, if any, and suggestions for improvements.

E. Monitoring of Effects. The administrator shall establish procedures no later than April 1, 1992 to collect evidence and monitor the effects of the provisions of this chapter in order to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial or ethnic groups and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of discrimination in the local contracting industries. To the extent further amendments to this chapter are required to effect these ends, the administrator shall prepare appropriate ordinances for the council's consideration.

F. Certification and Recognition Process.

1. Pursuant to Chap. 328, Laws of 1987, the Office of Minority and Women's Businesses of the State of Washington shall be solely responsible for certifying and decertifying businesses. King County's minority and women's business enterprise program is only for minorities and minority business and women's businesses and combination businesses as defined in K.C.C. 4.18.010; therefore the director through the administrator shall recognize only those combination minority and women's business enterprises or minority business enterprises certified by the State of Washington which also meet the definitions of K.C.C. 4.18.010, according to minority status information provided to King County by the Office of Minority and Women's Businesses of the State of Washington. Businesses are only eligible for King County's programs so long as they remain certified by the State of Washington.

2. It shall be considered a violation of this chapter to obtain, or attempt to obtain, certification or the benefits of any provision of this chapter, on the basis of false or misleading information, whether provided to King County or to the Office of Minority and Women's Businesses of the State of Washington.

3. No contract requiring or proposing minority/women's business participation may be entered into unless all minority/women's businesses identified to meet the utilization goals by a responding party were, at the time the bid was submitted, certified by the Office of Minority and Women's Businesses of the State of Washington and recognized by the director through the administrator as eligible to participate in King County's minority/women's business program and the director through the administrator determines all identified minority/women's businesses appear able to perform a commercially useful function on that contract as proposed. Lists of certified and recognized minority/women's businesses shall be provided to all departments and made available to the public.

4. No business shall apply to King County in order to participate in the programs established by this chapter.

G. Where a complaint is filed within one year of the completion of all work on a contract alleging a violation of this chapter by a contractor, subcontractor or contract-awarding authority, or where, within that time period, evidence of a violation is discovered from information gained through compliance monitoring, the administrator shall cause to be served or mailed, by certified mail, return receipt requested, a copy of the complaint or notice of investigation on the respondent within twenty days after the filing of said charge and shall promptly make an investigation thereof. The investigation shall be directed to ascertain the facts concerning the violation alleged in the complaint and shall be conducted in an objective and impartial manner. During the investigation, the administrator shall consider any statement of position or evidence with respect to the allegations of the complaint which the complainant or the respondent wishes to submit.

1. The administrator shall have authority to sign and issue subpoenas requiring the attendance and testimony of witnesses, the production of evidence including but not limited to books, records, correspondence or documents in the possession or under the control of the person subpoenaed, and access to evidence for the purpose of examination and copying as is necessary for the investigation. The administrator shall consult with the prosecuting attorney before issuing any subpoena under this section.

If an individual fails to obey a subpoena, or obeys a subpoena but refuses to testify when requested concerning any matter under investigation, the administrator may invoke the aid of the King County prosecuting attorney who shall petition to the Superior Court for King County for an order or other appropriate action necessary to secure enforcement of the subpoena. The petition shall be accompanied by a copy of the subpoena and proof of service, and shall set forth in what specific manner the subpoena has not been complied with, and shall ask for an order of the court to compel the witness to appear and testify or cooperate in the investigation of the violation.

2. The results of the investigation shall be reduced to written findings of fact and a finding shall be made that there either is or is not reasonable cause for believing that a violation has been or is being committed. If a finding is made that there is no reasonable cause, said finding shall be served on the complainant and respondent. Within thirty days after service of such negative finding, the complainant shall have the right to file a written request with the administrator asking for reconsideration of the finding. The administrator shall respond in writing within a reasonable time by granting or denying the request.

H. If the finding is made initially or on request for reconsideration that reasonable cause exists to believe that a violation by a contractor or subcontractor has occurred, the administrator shall endeavor to remedy the violation by conference, conciliation and persuasion, which may include monetary compensation, the creation of additional opportunities for minority or women's utilization on other contracts, or such other requirements as may lawfully be agreed upon by the parties and the administrator. Any settlement agreement shall be reduced to writing and signed by both parties. An order shall then be entered by the administrator setting forth the terms of the agreement. Copies of such order shall be delivered to all affected parties and the original thereof filed with the division of records and elections.

If no agreement can be reached, a finding to that effect shall be made by the administrator and incorporated in a preliminary order, with a copy thereof furnished to the complainant and the respondent. The preliminary order shall also include:

1. A finding that a violation has occurred;
2. The basis for such finding.

I. In the case of failure to reach an agreement for the elimination of such a violation, and upon the entry of a preliminary order, the complaint and any and all findings made and remedies ordered shall be certified by the administrator to the office of the King County hearing examiner for hearing.

A hearing shall be conducted by the office of the hearing examiner for the purpose of affirming, denying, or modifying the preliminary order. The hearing shall be conducted on the record and the hearing examiner shall have such rule making and other powers necessary for conduct of the hearing as are specified by K.C.C. 20.24.150. Such hearings shall be conducted within a reasonable time after receipt of the certification. Written notice of the time and place of the hearing shall be given at least ten days prior to the date of the hearing to each affected party and to the administrator.

Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the complaint;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the complaint;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut evidence against him; and
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

J. Following review of the evidence submitted, the hearing examiner presiding at the hearing shall enter written findings and conclusions and shall render a written decision and shall order one or more of the following:

1. Dismissal of the complaint when a violation is found not to have occurred;
2. Suspension or cancellation of the contract in part or in whole;
3. Disqualification and/or debarment of the violator from participation in county contracts for a period of up to five years;
4. Exclusion of the violator from future contracts or vending until demonstration of compliance;
5. Enforcement of any provision of the contract providing remedies, such as penalties or liquidated damages for violation of contractual provisions, or enforcement of any other remedy available under the laws of King County. Upon a finding by the hearing examiner that a contractor has in fact failed to perform a commercially useful function or has operated as a broker, front, conduit or pass through business, liquidated damages specified in the contract shall be imposed unless the hearing examiner finds that imposition of such damages would be clearly inequitable, in which case the hearing examiner may order appropriate relief.

K. If a finding is made that there is reasonable cause to believe that a contract-awarding authority has committed a violation, the finding shall be forwarded to the county executive, who shall review the evidence and shall order one or more of the following:

1. Dismissal of the complaint when a violation is found not to have occurred;
2. Corrective personnel action;
3. Disqualification and suspension of authority of all members, any board, commission, or other body constituting the violating contract awarding authority;
4. Enforcement of any other remedy available under the laws of King County.



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L. Upon receipt of a written and signed allegation that a business owner is improperly being considered to be, or has improperly been rejected as, a minority business or women's business as defined in this chapter, or that a waiver or reduction of set-aside requirements has been improperly denied or granted, or if such information is discovered from information gained through compliance monitoring, the director shall order that an investigation be conducted by the administrator. The pendency of such allegations or of subsequent hearings on such allegations shall not be grounds to postpone or restrain the award of any contracts then being advertised or for which bids have been received. If there is reasonable cause to believe that corrective action is warranted, the director will, upon ten days written notice to all interested parties of whom he/she is aware, and upon publication of notice of the hearing in the manner provided for the advertising of contracts, conduct a hearing to determine whether or not the allegation is correct. The hearing shall be recorded and each interested party shall have the right to call and examine witnesses, to produce documentary and physical evidence, to cross-examine witnesses, and to be represented by anyone of his/her choice lawfully permitted to do so. The hearing officer designated by the director shall permit testimony to be given by any parties which would be directly affected by the matter, and a representative of the executive or agency conducting the investigation.

After the hearing, the director shall make findings and conclusions and shall order appropriate corrective action, if any.

M. In addition to any other remedy available under the laws of King County and the State of Washington any person, firm, corporation, business, union, or organization which prevents or interferes with or retaliates against a contractor and/or subcontractor's efforts to comply with the requirements of this chapter or which submits false or misleading information to any King County department or employee concerning compliance with this chapter shall be subject to a civil penalty of up to five thousand dollars for each occurrence, King County having previously complied with the notice and hearing provisions of this chapter. Each submission of false or misleading information shall constitute a separate occurrence. (Ord. 10049 § 3, 1991; Ord. 9609 § 8, 1990; Ord. 8937 § 6, 1989; Ord. 8313 § 4, 1987; Ord. 7789 § 6, 1986; Ord. 5983 § 8, 1982).

4.18.090 Annual report required. The administrator shall submit an annual report to the executive detailing performance of the program by April 15 of each year. This report shall be forwarded to the council no later than April 30. The report shall include:

A. Statistics, and narrative where appropriate, demonstrating the utilization of minority and women's businesses by department, contract category, and the county, overall;

B. Statistics, and narrative where appropriate, demonstrating the number and type of waivers granted;

C. Explanations of any investigative actions taken by office of civil rights and compliance regarding the implementation, monitoring and enforcement of this chapter;

D. Descriptions of any problems in the implementation reported by the department, including proposed solutions;

E. Recommendations, as appropriate, regarding amendments to this chapter;

F. Proposed utilization goals, as necessary. (Ord. 9609 § 9, 1990; Ord. 7789 § 7, 1986; Ord. 5983 § 9, 1982).

4.18.095 Studies and recommendations graduating firms out of program. A. The office of civil rights and compliance is directed to study and prepare a recommendation to the council on whether this chapter should be amended to

"graduate out" minority and women's businesses after a certain number of years of certification or level of income above that used for state certification. The executive shall submit such a recommendation by April 15, 1992.

B. Joint data base. The office of civil rights and compliance is directed to study and prepare a recommendation to the council on establishment of a joint data base with one or more other local agencies for the collection of availability and utilization data. The executive shall submit such a recommendation by April 15, 1992. (Ord. 10049 § 4, 1991; Ord. 9609 §§ 10-11, 1990).

4.18.100 Authorization to implement procedures. The county executive shall implement such forms, administrative processes, and operational procedures as are necessary to comply with the provisions of this chapter by February 1, 1988; provided that such forms, processes and procedures shall be promulgated in compliance with Chapter 2.98; Rules of County agencies, with the exception that administrative rules and regulations related to this chapter shall be submitted for review by the administration and justice committee (or its successor committee) fifteen days prior to filing with the clerk of the council, the provisions of Chapter 2.98 notwithstanding. (Ord. 8318 § 5, 1987; Ord. 7789 § 9, 1986; Ord. 5983 § 10, 1982).

4.18.105 Implementation resources. This chapter shall be implemented within the current level of resources allocated to the office of civil rights and compliance. No additional staffing shall be considered unless the office of civil rights and compliance implements the county auditor's recommendations to streamline its operations and demonstrates the need for additional staffing through the use of relevant workload indicators and appropriate analysis. (Ord. 9609 § 12, 1990).

4.18.110 Effect of ordinance, status of solicitations. Each of the provisions of this chapter shall apply to all contracts for which a solicitation is released after the effective date of that provision of this chapter. (Ord. 8318 § 6, 1987; Ord. 7789 § 9, 1986; Ord. 5983 § 11, 1982).

4.18.115 Effective date. Sections 4.18.010 and 4.18.080 of this chapter shall take effect on January 1, 1988. All other sections of this chapter shall take effect as provided in the King County charter. (Ord. 8313 § 7, 1987).

4.18.120 Severability. The provisions of this chapter shall be effective in all cases unless otherwise provided for by State or Federal Law. The provisions of this chapter are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this chapter or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this chapter, or the validity of its application to other persons or circumstances. (Ord. 8313 § 8, 1987; Ord. 7789 § 10, 1986; Ord. 5983 § 13, 1982).

4.18.130 Study and report. The county executive is authorized and directed to enter into a contract with a qualified consultant to study the discrimination against minority and women's businesses in the market areas from which King County draws contractors and to recommend any appropriate changes in King County's minority and women's business program or other ordinances. The county executive shall report the results of this study to the county council on or before August 31, 1989. (Ord. 8937 § 8, 1989).

11/8/95  
CAJ:cj  
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Introduced By: Ron Sims

Proposed No.: 95-663

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ORDINANCE NO. **12026**

AN ORDINANCE relating to the county's minority and women's business enterprises program, repealing Ordinance 5983, Sections 1, as amended, 2, 4, as amended, 5, as amended, 6, as amended, 7, as amended, 8, as amended, 9, as amended, and 10, as amended, Ordinance 9609, Sections 3 (part), 4, 10 and 11, as amended, and 12, Ordinance 8937, Section 8, and Ordinance 8313, Section 7, and K.C.C. 4.18.010, K.C.C. 4.18.020, K.C.C. 4.18.030, K.C.C. 4.18.040, K.C.C. 4.18.050, K.C.C. 4.18.060, K.C.C. 4.18.070, K.C.C. 4.18.080, K.C.C. 4.18.090, K.C.C. 4.18.095, K.C.C. 4.18.100, K.C.C. 4.18.105, K.C.C. 4.18.115 and K.C.C. 4.18.130, and adding new sections to K.C.C. 4.18.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 5983, Sections 1, as amended, 2, 4, as amended, 5, as amended, 6, as amended, 7, as amended, 8, as amended, 9, as amended, and 10, as amended, Ordinance 9609, Sections 3 (part), 4, 10 and 11, as amended, and 12, Ordinance 8937, Section 8, and Ordinance 8313, Section 7, and K.C.C. 4.18.010, K.C.C. 4.18.020, K.C.C. 4.18.030, K.C.C. 4.18.040, K.C.C. 4.18.050, K.C.C. 4.18.060, K.C.C. 4.18.070, K.C.C. 4.18.080, K.C.C. 4.18.090, K.C.C. 4.18.095, K.C.C. 4.18.100, K.C.C. 4.18.105, K.C.C. 4.18.115 and K.C.C. 4.18.130 are hereby repealed.

NEW SECTION. SECTION 2. There is added to K.C.C. 4.18 a new section to read as follows:

**Definitions.** All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition, the meaning set forth below. In the event of conflict, the specific definition spelled out below shall presumptively, but not conclusively, prevail.

A. "Administrator" shall mean the manager of the minority and women's business enterprises and contract compliance division.

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1 B. "Affirmative Action Plan" shall mean the written, formal county policy adopted  
2 annually, stating the goals and programs of county government to be performed in the  
3 areas of contract compliance, equal employment opportunity and minority/women's  
4 business contracting.

5 C. "Affirmative Efforts" shall mean making vigorous, documented attempts in good  
6 faith to contact and contract with minority/women's businesses. Where affirmative efforts  
7 are required by, or are grounds for, waiving provisions of this chapter, the administrator's  
8 determination shall be based on procedures to be outlined in accordance with the dictates  
9 of this chapter.

10 D. "Agency Contracts" shall mean those contracts not subject to the usual  
11 competitive procurement requirements and which result in the provision of services to  
12 county residents such as legal public defense, mental health, and drug and alcohol  
13 treatment.

14 E. "Architectural and Engineering Contracts" shall mean contracts for the  
15 performance of architectural and engineering services by licensed and registered firms and  
16 persons acting as consultants to the county.

17 F. "Broker" shall mean a business which purchases goods or services from another  
18 business or businesses for the sole purpose of resale to the county or a contractor doing  
19 business with the county.

20 G. "Certification" shall mean the process by which the Office of Minority and  
21 Women's Businesses of the State of Washington determines a business meets the criteria  
22 for a minority-owned business enterprise, a women-owned business enterprise, and/or a  
23 combination minority and women's business enterprise as set forth in WAC chap. 326-02  
24 and WAC chap. 326-20.

25 H. "Combination Minority and Women Business" means a business certified as a  
26 combination minority and women's business enterprise by the Office of Minority and  
27 Women's Businesses of the State of Washington which is 50% legitimately owned and  
28 controlled by minority males or minority businesses as defined in this chapter.

29 I. "Commercially Useful Function" shall mean the performance of real and actual  
30 services in the discharge of any contractual endeavor. The contractor must perform a

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1 distinct element of work which the business has the skill and expertise as well as the  
2 responsibility of actually performing, managing and supervising. In determining whether a  
3 business is performing a commercially useful function, factors, including but not limited to  
4 the following, will be considered:

5 1. Whether the business has the skill and expertise to perform work for which it  
6 is being/has been certified;

7 2. Whether the business actually performs, manages and supervises the work for  
8 which it is being/has been certified; and

9 3. Whether the business purchases goods and/or services from a non-  
10 minority/women's business enterprise and simply resells goods to the county, county  
11 contractor, or other person doing business with the county for the purpose of allowing  
12 those goods to be counted towards fulfillment of minority/women's business enterprise  
13 utilization goals.

14 J. "Concession Contracts" shall mean those contractual arrangements for the sale of  
15 food, beverages and/or items of personal property at any facility owned and/or managed by  
16 the county.

17 K. "Conduit" shall mean a minority/women's business with which a contractor has  
18 agreed to subcontract, when the minority/women's business does not perform the  
19 subcontract, and instead the subcontract is performed by a non-minority/women's business.

20 L. "Contract Awarding Authority" shall mean any person with the power to enter  
21 into a contractual arrangement binding the county and shall also mean the particular office,  
22 agency or division on whose behalf the contract is entered. In addition, this term shall  
23 include, but shall not be limited to heads of county departments, divisions or offices.

24 M. "Contractor" shall mean any person, partnership, corporation, or other type of  
25 business entity which has a contract with the county or serves in a subcontracting capacity  
26 with an entity having a contract with the county for the provision of goods and/or services,  
27 including but not limited to consultant, professional, non-professional and technical  
28 services and public work.

29 N. "Department" shall refer to any department as defined by county ordinance or  
30 other applicable law and shall include all county agencies not associated with a department.

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1 These agencies shall similarly discharge those duties this chapter requires of departments  
2 and shall include the county prosecuting attorney, the county assessor, and the county  
3 council.

4 O. "Director" shall mean the directors of executive departments and chief officers of  
5 administrative offices.

6 P. "Front" shall mean a business which purports to be a minority/women's business  
7 but which is actually owned and/or controlled in a manner which is inconsistent with the  
8 requirements of certification.

9 Q. "Joint venture" shall mean an association of two or more persons, partnerships,  
10 corporations or any combination of them, established to carry on a single business activity  
11 which is limited in scope or direction. The degree to which a joint venture may satisfy  
12 relevant utilization goals cannot exceed the proportionate interest of the minority/women's  
13 business held as a member of the joint venture in the work to be performed. The  
14 agreement establishing the joint venture, partnership or other multi-entity relationship shall  
15 be in writing. Further, minority/women's participation in a joint venture shall be based on  
16 the sharing of real economic interest in the venture and shall include proportionate control  
17 over management, interest in capital acquired by the joint venture, and interest in earnings.

18 R. "Legitimately Owned and Controlled" shall mean for the purpose of determining  
19 whether a business is a "minority business" that minorities shall possess:

20 1. Ownership of at least fifty-one percent interest in the business, unless the  
21 minority business qualifies as a corporate sponsored dealership under the provisions of  
22 WAC 326-02-030. The ownership shall be real and continuing, and shall go beyond the  
23 pro forma ownership of the business reflected in the ownership documents. The minority  
24 owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and  
25 profits commensurate with their ownership interests, as demonstrated by an examination of  
26 the substance, rather than the form, of arrangements.

27 2. Control over management, interest in capital, interest in profit or loss and  
28 contributions to capital, equipment and expertise on which the claim of minority-owned  
29 status under this chapter is based. The minority owners must possess and exercise the legal  
30 power to direct the management and policies of the business and to make day-to-day as

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1 well as major decisions on matters of management, policy, and operations. If the owners  
 2 of the business who are not minorities are disproportionately responsible for the operation  
 3 of the business, then the business is not controlled by minorities. The business must be  
 4 owned, controlled, and managed on a day-to-day, full-time basis by the minority owner(s).  
 5 The requirements of this subsection R.2. shall not apply, if the minority business qualifies  
 6 as a corporate sponsored dealership under the provisions of WAC 326-02-030.

7 3. Ownership and control shall be measured as though not subject to the  
 8 community property interest of a spouse if both spouses certify that:

- 9 a. Only one spouse participates in the management of the business;  
 10 b. The nonparticipating spouse relinquishes control over his/her community  
 11 property interest in the subject business.

12 S. "Metropolitan functions" shall mean those function(s) authorized by  
 13 RCW 35.58.050, approved by the voters, and assumed by the county pursuant to  
 14 RCW 36.56.010.

15 T. "Minority Business" means a business certified by the Office of Minority and  
 16 Women's Businesses of the State of Washington as a minority business enterprise which is  
 17 legitimately owned and controlled by a minority person or persons as defined in this  
 18 section and which has previously sought to do business in King County. The executive is  
 19 authorized to determine that specific racial groups have not been discriminated against in  
 20 their ownership and/or operation of particular trades or areas of business in King County.  
 21 The executive may exclude such businesses from consideration as "minority businesses"  
 22 under this chapter, in connection with contracts involving such trades or areas of business,  
 23 as provided in Section 9 of this ordinance.

24 U. "Minority or Minorities" means a person who is a citizen or lawful permanent  
 25 resident of the United States and who is a member of one or more of the following  
 26 historically disadvantaged racial groups:

- 27 1. Black or African American: Having origins in any of the Black racial groups  
 28 of Africa;  
 29 2. Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American  
 30 culture or origin;

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1           3. Asian American: Having origins in any of the original peoples of the Far  
2 East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or

3           4. American Indian or Alaskan Native: Having origins in any of the original  
4 peoples of North America.

5           The executive shall have discretion to make a final decision as to whether an  
6 individual is a minority.

7           V. "Nonprofit Corporation" shall mean a corporation organized pursuant to  
8 RCW Ch..24.03. In the case of nonprofit corporations organized under the laws of a state  
9 other than Washington, a nonprofit corporation shall mean one organized for one or more  
10 of the purposes set forth in RCW 24.03.015 and meeting the definitions in  
11 RCW 24.03.005.

12           W. "Pass-Through" means buying or obtaining goods from a non-women's business.  
13 non-minority business or non-combination women/minority business, and reselling or  
14 transferring those goods to the county, county contractors or other persons doing business  
15 with the county for the purpose of obtaining any advantage or benefit conferred under this  
16 chapter, without performing a commercially useful function.

17           X. "Percentage Factor" shall mean the special ranking factors established by this  
18 chapter to be applied in certain competitive bid situations where minority/women's  
19 businesses respond to solicitation or are included as subcontracts in responding parties'  
20 responses to solicitation.

21           Y. "Public Work Contracts" shall include all work, construction, alteration, repair,  
22 or improvement other than ordinary maintenance, executed at the cost of the county.

23           Z. "Responding Party" shall mean any person, partnership, corporation or business  
24 entity which makes a proposal as defined in this chapter in response to a solicitation as  
25 defined in this chapter.

26           AA. "Service Contracts" shall mean those contractual arrangements made for the  
27 procurement of all services including expert personal, professional, technical, and  
28 consultant services. Consultant services shall include legal services provided to the county  
29 but shall not include architectural and engineering contracts as defined by this chapter.



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1 BB. "Set Aside" shall mean that proportion of each contract which is designated for  
2 participation of minority/women's businesses as established by this chapter.

3 CC. "Small Business Concern" means a small business as defined pursuant to  
4 Section 3 of the federal Small Business Act and relevant regulations promulgated thereto.

5 DD. "Solicitation" shall mean a contract awarding authority's request for the  
6 provision of any one or more of the following: goods and services of any kind, equipment  
7 leases, and rentals/purchase of space. Solicitation shall include requests for proposals,  
8 invitations to bid and similar items. "Solicitation specifications," shall mean any  
9 documents, literature or other information accompanying a solicitation which provides  
10 additional data regarding the contract awarding authority's request.

11 EE. "Tangible Personal Property Contracts" shall mean, but not be limited to, those  
12 contracts which are awarded by the county for the purchase of equipment, supplies,  
13 materials, goods and rolling stock (revenue producing buses, vans, cars, railcars,  
14 locomotives, and trolley cars and buses).

15 FF. "Utilization Goals" shall mean those separately designated annual goals for the  
16 use by the county of minority/women's businesses. The goals shall be expressed as a  
17 numerical percentage of the total dollar value of all contracts to be awarded by the county.  
18 These goals shall be applicable to businesses organized for profit, along with governmental  
19 agencies and quasi-governmental agencies, unless the agencies are specifically excepted by  
20 or in accordance with the provisions of this chapter.

21 GG. "Utilization Requirements" shall mean those efforts which the responding  
22 parties, the county and the particular department shall make to meet the county's utilization  
23 goals, including but not limited to the percentage factors and set aside requirements  
24 established by this chapter.

25 HH. "Violating Party" shall mean a person or entity which has violated a provision  
26 or provisions of this chapter.

27 II. "Waiver Statement" shall mean a written statement directed to the administrator  
28 containing reasons why any provision or provisions of this chapter shall not apply to a  
29 particular person, partnership, corporation, business entity, contract awarding authority,  
30 department, or other entity. Where a waiver or waivers are granted, the utilization goals

1 shall be applied in a manner so as to reflect the loss of the monetary value of those  
2 contracts exempted from the requisites of this chapter.

3 JJ. "Women's Business" means a business certified by the Office of Minority and  
4 Women's Businesses of the State of Washington as a women's business enterprise and  
5 which has previously sought to do business in King County. The executive is authorized to  
6 determine that women as a class have not been discriminated against in their ownership  
7 and operation of particular trades or areas of business in King County. The executive may  
8 exclude such businesses from consideration as "women's businesses" under this chapter, in  
9 connection with contracts involving such trades or areas of business, according to the  
10 procedure provided for in Section 9 of this ordinance.

11 NEW SECTION. SECTION 3. There is added to K.C.C. 4.18 a new section to read  
12 as follows:

13 **Powers and duties. A.** In addition to the powers and duties given to the executive  
14 elsewhere in this chapter, the executive shall, through the administrator, have responsibility  
15 for administering, monitoring and enforcing the goals and requirements identified in this  
16 chapter.

17 **B. The administrator shall:**

- 18 1. Establish rules, regulations, and procedures for implementing and administering  
19 this chapter;
- 20 2. Recommend to the executive annual utilization goals for the county;
- 21 3. Have the authority to enter into cooperative agreements with other government  
22 agencies concerned with increasing the participation of minority/women's businesses in  
23 government contracting;
- 24 4. With the advice of contract awarding authorities, formulate and periodically  
25 update a plan to make minority/women's businesses aware of contracting opportunities with  
26 the county; and
- 27 5. Review all county solicitation lists and where possible, place minority/women's  
28 businesses on such lists. These lists shall be updated periodically.

29 NEW SECTION. SECTION 4. There is added to K.C.C. 4.18 a new section to read  
30 as follows:

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1 Utilization goals. Upon the completion of the disparity study called for in Ordinance  
2 11564 and in conjunction with recommendations to the council resulting from that study  
3 and every three years thereafter, the administrator shall submit to the executive for  
4 approval proposed utilization goals for the county for the following three year period.

5 Separate utilization goals shall be established for the use of minority businesses and for the  
6 use of women's businesses. These utilization goals shall be established separately for each  
7 of the following types of contracts: architectural and engineering contracts, public work  
8 contracts, service contracts, concession contracts, and tangible personal property contracts.

9 The utilization goals shall be transmitted with the minority and women's business  
10 enterprises and contract compliance division's annual report to the council for approval.

11 Existing utilization goals shall remain in effect until newly submitted ones receive final  
12 council approval.

13 A. The utilization goals shall be reasonably achievable. To the extent that relevant  
14 information is available, the utilization goals shall be based on the following factors:

15 1. By contract category, the number of firms certified by the State Office of  
16 Minority and Women's Business Enterprises, seeking to do business with the county as  
17 either prime or subcontractors;

18 2. By contract category, the total number of firms seeking to do business with  
19 the county as either prime or subcontractors;

20 3. By contract category, the geographic area of competition;

21 4. By contract category, the capacity and/or capability of certified minority and  
22 women's businesses seeking to do business with the county compared with the capacity  
23 and/or capability of non-minority and non-women's businesses seeking to do business with  
24 the county;

25 5. By contract category, the number of minorities and women with requisite  
26 skills in related occupations;

27 6. By contract category, the affirmative action goals for minorities and women  
28 in related occupations;

29 7. By contract category, the rates of new entry by minorities and women into  
30 related training, educational fields, and occupations;

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- 1 8. By contract category, what availability would be absent discrimination; and  
 2 9. By contract category, rates of entry of new minority and women's businesses  
 3 compared to non-minority and non-women's businesses.

4 B. The following goals shall be the annual goals for all departments until such time  
 5 as new goals are approved by the council:

6 <u>Contract Category</u>	<u>MBE%</u>	<u>WBE%</u>
7 Architecture/Engineering	17%	10%
8 Concessions	10%	5%
9 Public work	14%	8%
10 Service	6%	15%
11 Tangible 12 personal property	10%	3%

13 NEW SECTION. SECTION 5. There is added to K.C.C. 4.18 a new section to read  
 14 as follows:

15 **Accomplishment of utilization goals.** A. For all contracts, accomplishment of  
 16 utilization goals established by this chapter shall be based on the dollar amount of the  
 17 contract in question. Accomplishment of the goals shall be calculated in the following  
 18 manner:

19 1. General - The dollar value of any and all contracts awarded by a contract  
 20 awarding authority to a minority/women's business shall be counted towards accomplishment  
 21 of the applicable utilization goals.

22 a. The total dollar value of each contract awarded to businesses owned and  
 23 controlled by both minority males and non-minority females shall be apportioned on the basis  
 24 of the percentage of ownership to the utilization goals for minorities and women respectively.

25 b. The total dollar value of a contract with a minority/women's business owned  
 26 and controlled by minority women shall be either counted toward the minority utilization  
 27 goal or the goal for women, or apportioned on the basis of ownership between minorities and  
 28 women, not to both.

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1           2. Subcontracts - If a contractor uses subcontractors who are minority/women's  
2 businesses, the amount which is given to the minority/women's business for their work on the  
3 contract shall be credited towards meeting the applicable utilization goals.

4           3. Joint Ventures - Where one or more minority/women's businesses are  
5 participants in a joint venture with one or more non-minority or non-women's businesses, the  
6 amount of money received by the minority/women's business enterprise shall be calculated in  
7 proportion to their participation in the joint venture in accomplishing the applicable  
8 utilization goals.

9           4. Supplies/Materials - The contract awarding authority or a prime contractor may  
10 count toward its utilization goals:

11           a. expenditures for materials and supplies obtained from minority/women's  
12 business suppliers and manufacturers; provided that, the minority/women's business assume  
13 the actual and contractual responsibility for the provision of the materials and supplies;

14           b. its entire expenditure made to a minority/women's business manufacturer;  
15 that is, a supplier that produces goods from raw materials or substantially alters them before  
16 resale;

17           c. the amount of the commission paid to minority/women's businesses and  
18 resulting from a particular contract with the county; provided that a minority/women's  
19 business supplier performs a commercially useful function in the process.

20           5. Brokers - Fronts - or Similar Pass-Through Arrangements - Businesses acting as  
21 brokers, fronts, conduits or similar pass-through arrangements shall not be certified as  
22 minority/women's business enterprises, unless the brokering service reflects normal industry  
23 practice and the broker performs a commercially useful function. Such businesses  
24 determined to be acting under these arrangements or persons who create such arrangements  
25 shall be subject to the penalties enumerated in this chapter.

26           B. The administrator shall calculate the accomplishment of utilization goals for the  
27 county. In the event of disputes regarding these calculations, a department may request  
28 review of the administrator's decision by the executive.

29           C. After having met their annual utilization goals, departments shall continue to make  
30 affirmative efforts to do business with minority/women's businesses.

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1           D. The failure of a department or the county to meet the annual dollar utilization goals  
 2 established from time to time by this chapter shall not constitute grounds for a lawsuit against  
 3 a department or the county, provided that the department or the county has made affirmative  
 4 efforts to meet those goals. The failure of a department to meet the requirements of this  
 5 chapter shall be reviewed by the executive and corrective action taken where appropriate.

6           NEW SECTION. SECTION 6. There is added to K.C.C. 4.18 a new section to read  
 7 as follows:

8           **Utilization requirements, general.** In order to meet the utilization goals established  
 9 in accordance with this chapter, efforts including but not limited to the following shall be  
 10 made:

11           1. The administrator shall design a technical assistance, business development and  
 12 outreach program. This program shall include the following elements:

13           a. A county-wide, industry-wide, regularly-scheduled contractor orientation  
 14 program to promote compliance with and understanding of the provisions of this chapter and  
 15 K.C.C. 12.16;

16           b. Feasible options for bonding, insurance, and banking assistance for  
 17 minority-owned and women-owned businesses;

18           c. A county-wide program, designed to assist departments in enhancing  
 19 opportunities for minority-owned and women-owned businesses;

20           d. A fully-developed and maintained resource list, to include all available  
 21 resources state-wide for minority-owned and women-owned businesses; and

22           e. Such other program options as would serve to assist minority-owned and  
 23 women-owned businesses in overcoming the barriers of past and present discrimination.

24           2. In conjunction with the administrator, each division within each department  
 25 shall annually formulate a plan for achieving the purposes of this chapter, which plan shall be  
 26 submitted to the administrator for review. Each plan should include a forecast of contracts to  
 27 be administered by the division, including estimates of the number, probable monetary value,  
 28 if known, and type of contracts to be awarded, and the estimated solicitation dates. In  
 29 addition, each plan should include methods and suggestions for encouraging the development  
 30 and participation by MWBs in such contracts.

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- 1 3. Prior to entering into any contract, the contract awarding authority shall:
- 2 a. Make affirmative efforts to solicit proposals from minority/women's
- 3 businesses; and
- 4 b. Examine alternatives for arranging contracts by size and type of work so as
- 5 to enhance the possibility of participation by minority/women's businesses.
- 6 4. Prior to submitting any bid, proposal, or other response to a solicitation for
- 7 which subcontractors may be used, responding parties shall make good faith affirmative
- 8 efforts to contact, solicit bids and proposals from, and use minority/women's businesses.
- 9 5. The following shall be included in the body of the contract document in any and
- 10 all contracts signed between the county and a contractor:
- 11 a. A provision indicating that this chapter is incorporated by reference into any
- 12 and all county contracts and failure to comply with any of the requirements of the chapter by
- 13 a contractor will be considered a breach of contract.
- 14 b. A requirement that during the term of the contract the contractor shall
- 15 comply with, as to tasks and proportionate dollar amounts throughout the term of the
- 16 contract, all requirements for the use of minority/women's businesses. In the absence of a
- 17 waiver, minority/women's businesses which for any reason no longer remain associated with
- 18 the contract or the contractor shall be replaced with other certified minority/women's
- 19 businesses in accordance with procedures established by the administrator.
- 20 c. A provision prohibiting any agreements between a responding party and a
- 21 minority/women's business in which the minority/women's business promises not to provide
- 22 subcontracting quotations to other responding or potential responding parties.
- 23 d. The requirement of maintenance of relevant records, and information
- 24 necessary to document compliance with this chapter and the contractor's utilization of
- 25 minority and women's businesses in its overall public and private business activities, and
- 26 shall include the right of the county to inspect such records.
- 27 e. A provision requiring the payment of specific liquidated damages in the
- 28 event a contractor fails to perform a commercially-useful function and/or operates as a
- 29 broker, front, conduit or pass-through, with the amount of liquidated damages established in
- 30 advance by the administrator based on the type of contract involved. The provision should

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1 include the following language: The purpose of King County's minority/women's business  
 2 ordinance is to provide a prompt remedy for the effects of past discrimination. The county in  
 3 general, and this program in particular, are damaged when a contract, or portion of a contract,  
 4 to be performed by a minority/women's business is not actually performed by a  
 5 minority/women's business enterprise in compliance with K.C.C. 4.18. Because the actual  
 6 amount of such damage is not reasonably calculable, the parties agree and stipulate that  
 7 liquidated damages equal to the dollar value of the utilization by certified and recognized  
 8 businesses lost to the county due to the violation, not to exceed 10 percent of the dollar value  
 9 of the contract, shall be the amount required to compensate the county for resulting delays in  
 10 carrying out the purpose of the program, the costs of meeting utilization goals through  
 11 additional contracts, the administrative costs of investigation and enforcement and other  
 12 damages and costs caused by the violation. The contractor shall be liable to the county for  
 13 such liquidated damages in the event the contractor or a subcontractor fails to perform a  
 14 commercially useful function and/or operates as a front, conduit or pass-through, as defined  
 15 in K.C.C. 4.18.

16 NEW SECTION. SECTION 7. There is added to K.C.C. 4.18 a new section to read  
 17 as follows:

18 **Utilization requirements, specific.** A. In order to expedite achieving of the  
 19 utilization goals established in accordance with this chapter, the following utilization  
 20 requirements shall apply to all competitive bids and other responses to solicitation:

21 1. For all tangible personal property, service, and concession contracts and all  
 22 architectural and engineering contracts, consultant contracts and public work contracts under  
 23 ten thousand dollars, the administrator shall determine a percentage factor appropriate to  
 24 offset the effects of discrimination in the industry involved, which percentage shall be used in  
 25 determining which responding party is the lowest responsible bidder or best proposal:

26 a. Responding parties whose bids are within the percentage factor of the best  
 27 proposal or the bid made by the lowest bidder shall be ranked in the following order:

28 First, minority/women businesses which will perform the entire contract  
 29 unassisted and those minority/women's businesses which will exclusively use



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1 minority/women's businesses as subcontractors, suppliers or in similar assisting roles to the  
2 extent set forth above.

3           Second, minority/women's businesses which alone or as part of joint  
4 ventures serve as the prime contractor where minority/women's business participation is at  
5 least twenty-five percent of the dollar value of a contract;

6           Third, non-minority/non-women's businesses which use minority/women's  
7 businesses as subcontractors, suppliers, or in similar assisting roles in an amount equal to at  
8 least twenty-five percent of the contract amount; and

9           Fourth, non-minority/non-women's businesses which do not use  
10 minority/women's businesses as subcontractors, suppliers, or in similar assisting roles to the  
11 extent set forth above.

12           b. All responding parties within each particular ranking shall be grouped  
13 according to the amount of their bid or the evaluation score of their proposal as determined  
14 by the contract awarding authority, with low bidders and higher scoring proposals receiving  
15 the highest priority. The lowest bidder or higher scoring proposal within the highest ranking  
16 category shall be awarded the contract in question.

17           c. In determining the percentage factor to be used for a particular contract, the  
18 administrator shall consider the following factors:

19           (1) Price differentials between M/WBES and non-MWBES on previously-  
20 submitted bids;

21           (2) Standard industry costs;

22           (3) Standard industry profit margins;

23           (4) Availability of M/WBES to perform as retailers, distributors,  
24 wholesalers and manufacturers, by commodity area; and

25           (5) Other pertinent facts.

26           d. Generally applied percentages shall be determined by commodity area.

27           2. For every public work, architectural and engineering, and service contract the  
28 following set aside requirements shall be met:

29           a. Contracts for public work, service and architectural/engineering services, the  
30 estimated cost of which exceeds ten thousand dollars, shall require responding parties to

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1 include in their responses to solicitation both minority and women's business participation in  
2 the contract in a percentage which equals or exceeds the percentages determined for the  
3 contract by the administrator. The administrator shall determine the percentages for each  
4 contract based on the extent of subcontracting opportunities presented by the contract and the  
5 availability of minority and women's business enterprises qualified to perform such  
6 subcontracting work. Such percentages may be higher or lower than the annual goals for the  
7 type of contract involved.

8 b. Where a contract is awarded to a minority or women's business which will  
9 perform at least twenty-five percent of the work, the set aside requirements of these  
10 subsections shall not apply.

11 c. To the extent practicable and except in extenuating or special  
12 circumstances, as determined by the administrator, responding parties shall identify the  
13 specific minority/women's businesses to be used in performing the contract, the dollar  
14 and/or percentage value of the participation, the work to be performed by each  
15 minority/women's business, and other information reasonably related to determining the  
16 responding parties' compliance with the county's minority/women's business  
17 requirements. In determining what information shall be submitted and when it shall be  
18 submitted, the administrator shall take into account the county's policies of maximizing  
19 opportunities for minority/women's businesses, simplifying paperwork requirements for  
20 bidders and proposers, and prohibiting bidders and proposers from shopping bids,  
21 proposals and offers from minority/women's businesses.

22 d. During the term of the contract, any failure to comply with the percentages  
23 of minority/women's business participation required for the bid or proposal shall be  
24 considered a material breach of contract. The dollar value of the total contract used for the  
25 calculation of the set-aside shall be increased or decreased to reflect executed change orders  
26 unless:

27 (1) a waiver is obtained in accordance with Section 8.A of this ordinance  
28 after consultation among the contract awarding authority, the administrator and the  
29 contractor; or

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1 (2) the department obtains a reduction in the amount of the set aside  
2 according to the procedure in Section 7.B of this ordinance.

3 B. Departments may request a reduction in the amount of the set aside for either or  
4 both minority business enterprises or women's business enterprises or in the percentage factor  
5 to be applied under the percentage preference method, by submitting the reasons therefor in  
6 writing to the administrator.

7 1. The administrator may grant such a reduction upon determination that:

8 a. The reasonable and necessary requirements of the contract render  
9 subcontracting or other participation of businesses other than the bidder or proposer  
10 infeasible at the adopted goal levels; or

11 b. Qualified minority and women's business enterprises capable of providing  
12 the goods or services required by the contract, are unavailable in the market area of the  
13 project, despite every feasible attempt to locate appropriate minority and women's business  
14 enterprises to meet adopted goals.

15 c. The available minority and/or women's businesses have given price quotes  
16 which are unreasonably high in that they exceed competitive levels beyond amounts which  
17 can be attributed to cover costs inflated by the present effects of discrimination.

18 2. Any reductions in set aside amount granted by the administrator shall specify  
19 the amount to which the set aside has been reduced.

20 C. Where Section 7 of this ordinance specifies that a set aside or a percentage factor  
21 shall be used for a particular type of contract, the method specified is the preferred method  
22 for achieving the utilization goals. A department may use the other method in its solicitation  
23 documents for a specific contract if it determines that a method other than the one established  
24 by Section 7 of this ordinance will be a more feasible method of achieving the annual  
25 utilization goal. In the event that a department chooses to use a method other than the one  
26 specified in Section 7 of this ordinance, it shall include in its annual report to the executive as  
27 required by Section 9.D of this ordinance, documents demonstrating that a method other than  
28 the one established by Section 7 of this ordinance is a more feasible method of achieving the  
29 annual utilization goal.

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1 D. All solicitation documents shall include the applicable requirements of Sections 6  
2 and 7 of this ordinance. In addition, documents shall include a provision prohibiting any  
3 agreement between a responding party and a minority/women's business in which the  
4 minority/women's business promises not to provide subcontracting quotations to other  
5 responding or potential responding parties. Bids, proposals, and other responses which fail to  
6 meet the requirements of Section 7 of this ordinance shall, within the limitations of federal  
7 and state law, be deemed non-responsive unless a waiver has been granted pursuant to  
8 Section 8 of this ordinance.

9 E. The percentage factor and set aside requirements of Section 7 of this ordinance  
10 shall not apply to contracts awarded for the remainder of any calendar year in which the  
11 contract awarding authority is determined by the administrator to have met the applicable  
12 county utilization goals as established by this chapter. The percentage factor and set aside  
13 provisions of Section 7 of this ordinance shall again apply in each succeeding calendar year  
14 until the annual utilization goals for that year have been met by the contract awarding  
15 authority.

16 F. For the Kingdome food and beverage concession contract, the set aside method of  
17 achieving utilization goals shall apply.

18 G. The requirements of Section 7 of this ordinance shall cease to apply to contracts  
19 awarded by the county and its departments on December 31, 1997, unless reenacted by the  
20 council.

21 NEW SECTION. SECTION 8. There is added to K.C.C. 4.18 a new section to read  
22 as follows:

23 **Waivers.** Contract awarding authorities, along with or on behalf of responding parties  
24 and contractors, may apply for waiver of one or more requirements of this chapter as they  
25 apply to a particular contract or contracts.

26 A. Waivers may be granted by the administrator in any of the following  
27 circumstances;

28 1. When the needed goods and services are readily available from only one source,  
29 in which case the contracting awarding authority shall, in addition to the requirements  
30 contained in K.C.C. 4.16, submit a written justification of the need for sole source treatment

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1 to the administrator who shall grant or deny the request for waiver within three business days.  
2 provided the request is complete:

3 2. Emergencies, in which case emergency contracting shall be handled in  
4 accordance with the requirements of K.C.C. 4.16.

5 3. Contracts for which neither a minority nor a women's business is available to  
6 provide needed goods or services, in which case a waiver may be applied for in accordance  
7 with procedures to be developed by the administrator. Prior to granting a waiver, the  
8 administrator shall certify that a minority/women's business is in fact not available to provide  
9 the needed goods and/or services.

10 4. Contracts awarded to non-profit organizations, governments and governmental  
11 organizations including but not limited to municipal corporations, consortiums and  
12 associations of governmental agencies or officials and agencies created by interlocal  
13 agreement, per RCW 39.34, or by operation of state or federal law; where because of a  
14 responding party's non-profit status, ownership of the corporation or other entity cannot be  
15 determined. However, solely with the exception of contracts between the county and cities  
16 and towns where the county is the grantee for federal or state funds passed through to such  
17 jurisdictions, the waiver shall not extend to those profit-making contractors which contract  
18 with the referenced responding parties.

19 5. When available minority and/or women's businesses have given price quotes  
20 which are unreasonably high in that they exceed competitive levels beyond amounts which  
21 can be attributed to cover costs inflated by the present effects of discrimination.

22 As a condition of granting any waiver, the administrator may require that contractors  
23 or the contract awarding authority make affirmative efforts to utilize minority and/or  
24 women's businesses in the contract.

25 B. Where the executive determines that the reasonable and necessary requirements of  
26 a contract render subcontracting or other participation of businesses other than a responding  
27 party unfeasible, he/she may grant a waiver from the set aside provisions of this chapter;  
28 PROVIDED THAT, the waiver shall not be granted after the solicitation request has been  
29 publicly released by the contract awarding authority; PROVIDED FURTHER THAT, the  
30 solicitation specifications shall state that the waiver has been authorized and that solicitations

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1 received, proposing subcontracting or other participation of business other than the  
2 responding party, shall be rejected as non-responsive: PROVIDED FURTHER THAT,  
3 following award of the contract, should subcontracting or participation of businesses other  
4 than the responding party become necessary, the previously authorized waiver shall be null  
5 and void. The contractor (original responding party) shall solicit both minority and women  
6 business participation in a percentage which equals the contract awarding authority's annual  
7 goal.

8 C. Where the executive determines that compliance with the requirements of this  
9 chapter would impose an unwarranted economic burden on, or risk to, the county as  
10 compared with the degree to which the purposes and policies of this chapter would be  
11 furthered by requiring compliance, he/she may reduce or waive the utilization requirements  
12 of this chapter; PROVIDED THAT upon taking such action, the executive shall notify the  
13 members of the council in writing and FURTHER PROVIDED, upon receipt of the notice, if  
14 the council determines that the waiver does not meet the standards of this section, the council  
15 may by motion, within ten working days of the receipt of the notice determine the waiver to  
16 be null and void.

17 NEW SECTION. SECTION 9. There is added to K.C.C. 4.18 a new section to read  
18 as follows:

19 **Monitoring, reporting, and enforcement.** A. The executive, through the  
20 administrator, shall have the responsibility for monitoring implementation of the  
21 requirements of this chapter and shall have the power to request from departments,  
22 responding parties and/or contractors any relevant records, information and documents.

23 B. Contract awarding authorities shall keep complete and detailed records regarding  
24 compliance with this chapter. The records shall include the dollar value and the subject  
25 matter of each contract along with the name of the contractor, the participation levels (in  
26 dollars, number of contracts awarded, and type of work), of minority/women's businesses  
27 where the contract award provides for participation, and other information as the  
28 administrator deems necessary.

29 C. The administrator shall be responsible for gathering all information concerning  
30 compliance with this chapter and shall have access to all pertinent county records.

1 D. With the assistance of the administrator, each department shall submit to the  
2 administrator an annual report on its performance in meeting the utilization goals required by  
3 this chapter on or before March 15th of each year. This report shall include the number and  
4 dollar amount of contracts awarded, by contract category and the dollar amount and the  
5 percentage of minority/women's business participation by contract and contract category and  
6 by number of set-aside contracts, percentage preference contracts, contracts requiring  
7 affirmative efforts, and contracts for which waivers were granted. The report shall also  
8 identify problems in meeting the requirements of this chapter, if any, and suggestions for  
9 improvements.

10 E. Monitoring of Effects. The administrator shall establish procedures to collect  
11 evidence and monitor the effects of the provisions of this chapter in order to assure, insofar as  
12 is practical, that the remedies set forth herein do not disproportionately favor one or more  
13 racial or ethnic groups and that the remedies do not remain in effect beyond the point that  
14 they are required to eliminate the effects of discrimination in the local contracting industries.  
15 To the extent further amendments to this chapter are required to effect these ends, the  
16 administrator shall prepare appropriate ordinances for the council's consideration.

17 F. Certification and Recognition Process.

18 1. Pursuant to Chap. 328, Laws of 1987, the Office of Minority and Women's  
19 Businesses of the State of Washington shall be solely responsible for certifying and  
20 decertifying businesses. The county's minority and women's business enterprise program is  
21 only for minorities and minority business and women's businesses and combination  
22 businesses as defined in Section 2 of this ordinance; therefore the administrator shall  
23 recognize only those combination minority and women's business enterprises or minority  
24 business enterprises certified by the State of Washington which also meet the definitions of  
25 Section 2 of this ordinance, according to minority status information provided to the county  
26 by the Office of Minority and Women's Businesses of the State of Washington. Businesses  
27 are only eligible for the county's programs so long as they remain certified by the State of  
28 Washington.

29 2. It shall be considered a violation of this chapter to obtain, or attempt to obtain,  
30 certification or the benefits of any provision of this chapter, on the basis of false or

1 misleading information, whether provided to the county or to the Office of Minority and  
2 Women's Businesses of the State of Washington.

3 3. No contract requiring or proposing minority/women's business participation  
4 may be entered into unless all minority/women's businesses identified to meet the utilization  
5 goals by a responding party were, at the time the bid was submitted, certified by the Office of  
6 Minority and Women's Businesses of the State of Washington and recognized by the  
7 administrator as eligible to participate in the county's minority/women's business program  
8 and the administrator determines all identified minority/women's businesses appear able to  
9 perform a commercially useful function on that contract as proposed. Lists of certified and  
10 recognized minority/women's businesses shall be provided to all departments and made  
11 available to the public.

12 4. No business shall apply to the county in order to participate in the programs  
13 established by this chapter.

14 G. Where a complaint is filed within one year of the completion of all work on a  
15 contract alleging a violation of this chapter by a contractor, subcontractor or contract-  
16 awarding authority, or where, within that time period, evidence of a violation is discovered  
17 from information gained through compliance monitoring, the administrator shall cause to be  
18 served or mailed, by certified mail, return receipt requested, a copy of the complaint or notice  
19 of investigation on the respondent within twenty days after the filing of said charge and shall  
20 promptly make an investigation thereof. The investigation shall be directed to ascertain the  
21 facts concerning the violation alleged in the complaint and shall be conducted in an objective  
22 and impartial manner. During the investigation, the administrator shall consider any  
23 statement of position or evidence with respect to the allegations of the complaint which the  
24 complainant or the respondent wishes to submit.

25 1. The administrator shall have authority to sign and issue subpoenas requiring the  
26 attendance and testimony of witnesses, the production of evidence including but not limited  
27 to books, records, correspondence or documents in the possession or under the control of the  
28 person subpoenaed, and access to evidence for the purpose of examination and copying as is  
29 necessary for the investigation. The administrator shall consult with the county prosecuting  
30 attorney before issuing any subpoena under this section.



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1 If an individual fails to obey a subpoena, or obeys a subpoena but refuses to testify  
2 when requested concerning any matter under investigation, the administrator may invoke the  
3 aid of the county prosecuting attorney who shall petition to the Superior Court for King  
4 County for an order or other appropriate action necessary to secure enforcement of the  
5 subpoena. The petition shall be accompanied by a copy of the subpoena and proof of service.  
6 and shall set forth in what specific manner the subpoena has not been complied with, and  
7 shall ask for an order of the court to compel the witness to appear and testify or cooperate in  
8 the investigation of the violation.

9 2. The results of the investigation shall be reduced to written findings of fact and a  
10 finding shall be made that there either is or is not reasonable cause for believing that a  
11 violation has been or is being committed. If a finding is made that there is no reasonable  
12 cause, said finding shall be served on the complainant and respondent. Within thirty days  
13 after service of such negative finding, the complainant shall have the right to file a written  
14 request with the administrator asking for reconsideration of the finding. The administrator  
15 shall respond in writing within a reasonable time by granting or denying the request.

16 H. If the finding is made initially or on request for reconsideration that reasonable  
17 cause exists to believe that a violation by a contractor or subcontractor has occurred, the  
18 administrator shall endeavor to remedy the violation by conference, conciliation and  
19 persuasion, which may include monetary compensation, the creation of additional  
20 opportunities for minority or women's utilization on other contracts, or such other  
21 requirements as may lawfully be agreed upon by the parties and the administrator. Any  
22 settlement agreement shall be reduced to writing and signed by both parties. An order shall  
23 then be entered by the administrator setting forth the terms of the agreement. Copies of such  
24 order shall be delivered to all affected parties and the original thereof filed with the division  
25 of records and elections.

26 If no agreement can be reached, a finding to that effect shall be made by the  
27 administrator and incorporated in a preliminary order, with a copy thereof furnished to the  
28 complainant and the respondent. The preliminary order shall also include:

- 29 1. A finding that a violation has occurred;  
30 2. The basis for such finding.

1 I. In the case of failure to reach an agreement for the elimination of such a violation.  
2 and upon the entry of a preliminary order, the complaint and any and all findings made and  
3 remedies ordered shall be certified by the administrator to the office of the county hearing  
4 examiner for hearing.

5 A hearing shall be conducted by the office of the hearing examiner for the purpose of  
6 affirming, denying, or modifying the preliminary order. The hearing shall be conducted on  
7 the record and the hearing examiner shall have such rule making and other powers necessary  
8 for conduct of the hearing as are specified by K.C.C. 20.24. Such hearings shall be  
9 conducted within a reasonable time after receipt of the certification. Written notice of the  
10 time and place of the hearing shall be given at least ten days prior to the date of the hearing to  
11 each affected party and to the administrator.

12 Each party shall have the following rights, among others:

- 13 1. To call and examine witnesses on any matter relevant to the issues of the  
14 complaint;
- 15 2. To introduce documentary and physical evidence;
- 16 3. To cross-examine opposing witnesses on any matter relevant to the issues of the  
17 complaint;
- 18 4. To impeach any witness regardless of which party first called him to testify;
- 19 5. To rebut evidence against him/her; and
- 20 6. To represent himself/herself or to be represented by anyone of his/her choice  
21 who is lawfully permitted to do so.

22 J. Following review of the evidence submitted, the hearing examiner presiding at the  
23 hearing shall enter written findings and conclusions and shall render a written decision and  
24 shall order one or more of the following:

- 25 1. Dismissal of the complaint when a violation is found not to have occurred;
- 26 2. Suspension or cancellation of the contract in part or in whole;
- 27 3. Disqualification and/or debarment of the violator from participation in county  
28 contracts for a period of up to five years;
- 29 4. Exclusion of the violator from future contracts or vending until demonstration  
30 of compliance:

1           5. Enforcement of any provision of the contract providing remedies, such as  
2 penalties or liquidated damages for violation of contractual provisions, or enforcement of any  
3 other remedy available under the laws of the county. Upon a finding by the hearing  
4 examiner that a contractor has in fact failed to perform a commercially useful function or has  
5 operated as a broker, front, conduit or pass through business, liquidated damages specified in  
6 the contract shall be imposed unless the hearing examiner finds that imposition of such  
7 damages would be clearly inequitable, in which case the hearing examiner may order  
8 appropriate relief.

9           K. If a finding is made that there is reasonable cause to believe that a contract  
10 awarding authority has committed a violation, the finding shall be forwarded to the executive,  
11 who shall review the evidence and shall order one or more of the following:

- 12           1. Dismissal of the complaint when a violation is found not to have occurred;
- 13           2. Corrective personnel action;
- 14           3. Disqualification and suspension of authority of all members, any board,  
15 commission, or other body constituting the violating contract awarding authority;
- 16           4. Enforcement of any other remedy available under the laws of the county.

17           L. Upon receipt of a written and signed allegation that a business owner is improperly  
18 being considered to be, or has improperly been rejected as, a minority business or women's  
19 business as defined in this chapter, or that a waiver or reduction of set-aside requirements has  
20 been improperly denied or granted, or if such information is discovered from information  
21 gained through compliance monitoring, the administrator shall conduct or cause to be  
22 conducted an investigation. The pendency of such allegations or of subsequent hearings on  
23 such allegations shall not be grounds to postpone or restrain the award of any contracts then  
24 being advertised or for which bids have been received. If there is reasonable cause to believe  
25 that corrective action is warranted, the administrator will, upon ten days written notice to all  
26 interested parties of whom he/she is aware, and upon publication of notice of the hearing in  
27 the manner provided for the advertising of contracts, conduct or cause to be conducted a  
28 hearing to determine whether or not the allegation is correct. The hearing shall be recorded  
29 and each interested party shall have the right to call and examine witnesses, to produce  
30 documentary and physical evidence, to cross-examine witnesses, and to be represented by

1 anyone of his/her choice lawfully permitted to do so. The hearing officer designated by the  
2 administrator shall permit testimony to be given by any parties which would be directly  
3 affected by the matter, and a representative of the executive department or administrative  
4 office affected by the investigation.

5 After the hearing, the administrator or designated hearing officer shall make findings  
6 and conclusions and shall order appropriate corrective action, if any.

7 M. In addition to any other remedy available under the laws of the county and the  
8 State of Washington any person, firm, corporation, business, union, or organization which  
9 prevents or interferes with or retaliates against a contractor and/or subcontractor's efforts to  
10 comply with the requirements of this chapter or which submits false or misleading  
11 information to any county department or employee concerning compliance with this chapter  
12 shall be subject to a civil penalty of up to five thousand dollars for each occurrence, the  
13 county having previously complied with the notice and hearing provisions of this chapter.  
14 Each submission of false or misleading information shall constitute a separate occurrence.

15 NEW SECTION. SECTION 10. There is added to K.C.C. 4.18 a new section to  
16 read as follows:

17 **Annual report required.** The administrator shall submit an annual report to the  
18 executive detailing performance of the program by April 15 of each year. This report shall  
19 be forwarded to the council no later than April 30. The report shall include:

20 A. Statistics, and narrative where appropriate, demonstrating the utilization of  
21 minority and women's businesses by department, contract category, and the county,  
22 overall;

23 B. Statistics, and narrative where appropriate, demonstrating the number and type of  
24 waivers granted;

25 C. Explanations of any investigative actions taken by the minority and women's  
26 business enterprises and contract compliance division regarding the implementation,  
27 monitoring and enforcement of this chapter;

28 D. Descriptions of any problems in the implementation reported by the department,  
29 including proposed solutions;

30 E. Recommendations, as appropriate, regarding amendments to this chapter; and

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1 F. Proposed utilization goals, as necessary.

2 NEW SECTION. SECTION 11. There is added to K.C.C. 4.18 a new section to  
3 read as follows:

4 **Studies and recommendations graduating firms out of program.** A. The  
5 administrator is directed to prepare a recommendation to the council on a methodology and  
6 plan for graduating minority and women's businesses after a certain number of years of  
7 certification and level of income above that used for state certification. The executive shall  
8 submit such a recommendation as part of the overall recommendations resulting from the  
9 disparity study commissioned pursuant to Ordinance 11564.

10 B. The methodology and plan shall include specific objective criteria and  
11 timeframes for reviewing minority and women's business enterprise participation in the  
12 county's remedial program and determining when and under what conditions individual  
13 firms shall be graduated from the county's remedial program.

14 NEW SECTION. SECTION 12. There is added to K.C.C. 4.18 a new section to  
15 read as follows:

16 **Authorization to implement procedures.** The executive shall implement such forms,  
17 administrative processes, and operational procedures as are necessary to comply with the  
18 provisions of this chapter; provided that such forms, processes and procedures shall be  
19 promulgated in compliance with K.C.C. 2.98, with the exception that administrative rules and  
20 regulations related to this chapter shall be submitted for review by the administration and  
21 justice committee (or its successor committee) fifteen days prior to filing with the clerk of the  
22 council, the provisions of K.C.C. 2.98 notwithstanding.

23 NEW SECTION. SECTION 13. There is added to K.C.C. 4.18 a new section to  
24 read as follows:

25 **Minority and women's business enterprises program provisions applicable to**  
26 **metropolitan functions.** Notwithstanding the requirements set forth in this chapter, in  
27 order to foster a smooth transition and for the purposes of observing federal regulations,  
28 the minority and women business enterprise provisions for MWB utilization set forth in  
29 Ordinance 11032, Sections 19.G, 19.H, 19.J.2, and 19.K, and codified in  
30 K.C.C. 28.20.040 D, K.C.C. 28.20.040 E, K.C.C. 28.20.050 B, and K.C.C. 28.20.060 shall

1 continue to be applicable to the metropolitan functions performed by the county pursuant  
 2 to chapter 35.58 RCW until the conclusion of the disparity study, commissioned pursuant  
 3 to Ordinance 11564, and recommendations resulting from the study are adopted and  
 4 approved by the council by ordinance or as otherwise provided by the council. The  
 5 administrator shall administer and implement said provisions for contracts awarded in  
 6 direct support of said metropolitan functions.

7 NEW SECTION. SECTION 14. There is added to K.C.C. 4.18 a new section to  
 8 read as follows:

9 **Designation of DBE Liaison Officer.** The administrator shall serve as the  
 10 Disadvantaged Business Enterprise ("DBE") Liaison Officer for purposes of compliance  
 11 with federal Department of Transportation and other federal and state agency financial  
 12 assistance requirements.

13 NEW SECTION. SECTION 15. There is added to K.C.C. 4.18 a new section to  
 14 read as follows:

15 **Federal and state requirements.** In order to secure financial assistance from  
 16 federal and state agencies, the administrator shall provide for the participation of minority,  
 17 women and disadvantaged businesses pursuant to regulations and requirements imposed by  
 18 such federal and state agencies. The administrator may issue rules and procedures and take  
 19 steps necessary to implement and comply with applicable federal and state laws and  
 20 regulations, including the establishment of annual goals and contract goals for minority,  
 21 women and disadvantaged businesses.

22 SECTION 16. Effective date. This ordinance shall take effect on January 1, 1996.

23 SECTION 17. Severability. The provisions of this ordinance shall be effective in  
 24 all cases unless otherwise provided by federal law. The provisions of this ordinance are  
 25 separate and severable. The invalidity of any clause, sentence, paragraph, subdivision,  
 26 section or other portion of this ordinance or the invalidity of the application thereof to any  
 27 person or circumstance shall not affect the validity of the remainder of this ordinance or the  
 28 validity of the application to other persons or circumstances.

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SECTION 18. Continuation of ordinances. The provisions of this ordinance. so

far as they are substantially the same as those of ordinances existing at the time of the enactment of this ordinance, shall be construed as continuations thereof.

INTRODUCED AND READ for the first time this 25<sup>th</sup> day of

September, 1995

PASSED by a vote of 11 to 0 this 20<sup>th</sup> day of November

1995

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Arnold A. Peterson  
Clerk of the Council

APPROVED this 1<sup>st</sup> day of December, 1995

Doug Locke  
King County Executive

Attachments:  
None

**CITY OF KIRKLAND**

**1996 SPECIAL COLLECTION EVENT**

**SCOPE OF WORK AND BUDGET**

**1. PROJECT TITLE AND SCHEDULE:**

- A) Event Name: Kirkland Special Collection Event
- B) Projected Event Date: Spring and Fall, 1996
- C) Event Hours: 9 am to 3 pm
- D) Event Location: Metro Houghton Park and Ride

**2. PROJECT MANAGERS:**

A) City Contact:                                 Andy Barton  
Assistant to the City Manager  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033  
TEL - 828-1249  
FAX - 803-1914

B) Outside Consultant                         Paul Devine  
Pacific Energy Institute  
101 Yesler Way, Suite 606  
Seattle, WA 98116  
TEL - 628-0460  
FAX - 628-0953

**3. PROJECT ACTIVITIES**

A) Number of Events: Two

B) Materials to be collected:

- 1) Bulky Yard Waste
- 2) Clean Scrap Wood
- 3) Appliances
- 4) Ferrous Metals
- 5) Non-ferrous Metals
- 6) Textiles
- 7) Used Motor Oil
- 8) Used Motor Oil Filters
- 9) Used Petroleum Based Products
- 10) Used Lead Acid Batteries
- 11) Used Tires
- 12) Reusable Household Goods



### C) Education Programs:

The following educational materials will be distributed:

- 1) Information on City Recycling Programs.
- 2) Local Hazardous Waste Management Plan Educational Materials produced by METRO.
- 3) Other educational materials.

### D) Event Promotion:

Event promotion will be accomplished by one or more of the following ways:

- 1) By distributing a promotional flyer through direct mailings or City utility bills.
- 2) By notices in City/community newsletters.
- 3) By distributing a promotional flyer to City Centers.
- 4) By posting a notice at City Hall and on the City cable channel (if available).
- 5) By publicizing the event through the King County Solid Waste Division Promotional Activities and the local newspapers.

### E) Event Staffing:

Key personnel will include the Assistant to the City Manager, City staff, consultant staff, and volunteers. The event greeter, education personnel, and traffic control personnel positions will be filled by experienced qualified individuals.

## 4. PROJECT BUDGET

### A) Solid Waste Division Budget: \$10,147.00

Budget Category	Estimated Quantity	COP Funds	LHWMP Funds	Total Costs
City Staff		\$0.00	\$0.00	\$0.00
Consultant Staff		\$4,747.00	\$6,550.00	\$11,297.00
Collection/Hauling Costs:				
Wood Waste	30 tons	\$1,800.00	\$0.00	\$1,800.00
Scrap Metal/Appliance	20 tons	\$1,100.00	\$0.00	\$1,100.00
Tires	10 tons	\$0.00	\$1,600.00	\$1,600.00
Used Oil/Filter/etc.	10 tons	\$0.00	\$1,200.00	\$1,200.00
Batteries	12 tons	\$0.00	\$250.00	\$250.00
Garbage	2 tons	\$200.00	\$200.00	\$400.00
Printing/Mailing		\$1,000.00	\$1,454.00	\$2,454.00
Event Supplies		\$100.00	\$150.00	\$250.00
Other Expenses		\$700.00	\$1,000.00	\$1,700.00
Temp Helpers		\$500.00	\$700.00	\$1,200.00
<b>TOTALS</b>		<b>\$10,147.00</b>	<b>\$13,104.00</b>	<b>\$23,251.00</b>

## 5. PROJECT EVALUATION

Kirkland will provide the following information to the County for project evaluation:

- A) The number of participating vehicles.
- B) The volume of each material collected.
- C) Event cost by budget category.
- D) Event comments.
- E) Comparison of 1996 volumes and vehicles with prior years events.

## EXHIBIT C

**CITY OF KIRKLAND****CITY OPTIONAL PROGRAM****1996 BUSINESS RECYCLING PROGRAM****SCOPE OF WORK AND BUDGET****A. PROGRAM INFORMATION:**

1) City Name: Kirkland

2) Program Title: Kirkland Business Recycling Program

3) Program Manager:                    Andy Barton  
Assistant to the City Manager  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033  
TEL - 828-1249  
FAX - 803-1914

Outside Consultant:                  Pacific Energy Institute  
101 Yesler Way, Suite 606  
Seattle, WA 98116  
TEL - 628-0460  
FAX - 628-0953

4) Program total: \$11,684.00

**B. PROGRAM SCOPE OF WORK:****1) Kirkland business recycling program history:**

The City of Kirkland garbage hauler, Waste Management, along with private recycling services provide the collection of recyclables and yard waste from the City commercial sector. Recycling services available include collection of plastic, glass, aluminum, tin, mixed paper, cardboard, newspaper, yard debris, wood waste, and construction, demolition, land clearing (CDL) materials, and other recyclables. The City plans to work more closely with Waste Management, Pacific Energy Institute (PEI), and private recycling service providers on expanding recycling collection programs. Through this COP program the City will expand promotion and participation in waste reduction, recycling, and recycled product procurement programs in the commercial sector. We will do this through the use of King County Solid Waste Division informational materials, educational brochures, and with on-site waste consultations to City businesses.

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## 2) Kirkland business recycling program goals:

The program goal is to help the City reach its waste reduction and recycling goals of 65 percent of the waste stream by the year 2000. To do this Kirkland must increase the diversion of recyclables from the commercial sector. The current commercial recycling rate is not available. There are an estimated 2,620 businesses in Kirkland employing 23,276 people.

Through this program the City will promote participation in waste reduction, recycling, and recycled product procurement programs and increase the knowledge of recycling alternatives in the commercial sector. The City will provide general outreach to all types and sizes of businesses.

## 3) Program Activities and Schedule:

A) General Waste Reduction and Recycling Assistance to Businesses: Promotion of this component of the business outreach will be provided through the Kirkland *Recycling Report Newsletter* sent to all Kirkland businesses in coordination with the King County *Recycling Works* business newsletter. The City of Kirkland will coordinate its technical assistance activities with the County's Business Recycling Program by providing information and assistance to any Kirkland business which requests information or assistance with their waste reduction and recycling program, including Kirkland businesses which have been referred to the City by the County, and by using the Green Works recognition program to motivate and reward businesses. Technical assistance for waste reduction, recycling and buying recycled will be provided to businesses over the phone and on-site as needed. Business outreach will be provided by Waste Management in coordination with PEI. General assistance will include, but not be limited to, waste assessments, presentations to businesses, and help in determining waste reduction techniques and recycled product uses. Waste Management will provide recycling assistance to Kirkland businesses that generate typical business recyclables. PEI will provide technical assistance and educational outreach to businesses that generate typical business recyclables and hard-to-recycle materials. Follow-up assistance will be provided by both Waste Management and PEI as needed and tracked in a format required by the County. Andy Barton and consultant staff will be responsible for general technical assistance. This activity will begin in the first quarter of 1996 and continue throughout the year.

Deliverables:

Assistance provided over the phone to an estimated:

- 40 medium to large sized businesses, or businesses with 20-50 employees
- 25 small sized businesses, or businesses with fewer than 20 employees

B) Waste Reduction and Recycling Assistance to Businesses located in Office Parks and Strip Malls: During 1996, the program will provide targeted technical assistance to businesses located within office parks and strip malls. Waste Management will provide recycling assistance to owners and managers and PEI will provide recycling assistance to tenants. This may include, but not be limited to, selecting office parks and strip malls based on amount of garbage generated, from an industry such as manufacturing, office, or retail. Each participant will be encouraged to become a model in the community and to provide their assistance to other businesses implementing similar programs.

Deliverables:

Assistance provided on-site to an estimated:

- 30 businesses (any combination of large and medium sized businesses, Green Works candidates, and targeted industries).

C) Program Promotion/Community Outreach: Consultant staff will prepare three 8-1/2" x 11" inserts for the quarterly King County Business Recycling Newsletter beginning in the second quarter of 1996. Newsletter inserts will focus on success stories, educational messages on waste reduction and buying recycled products, and promote Kirkland's Program. Staff will coordinate mailing of the newsletter inserts with King County staff. Consultant staff will prepare press releases, or articles for community newsletters, promoting the Program throughout the year when appropriate. Consultant staff will be available for special presentations to community and business organizations in Kirkland when needed. Other promotional activities may be added as deemed necessary.

Deliverables:

- Prepare, print, and coordinate distribution with King County Business Recycling Program a Kirkland *Recycling Report Newsletter* which will be sent to all Kirkland businesses who receive the County's *Recycling Works* business newsletter.
- Promote commercial recycling in coordination with existing waste prevention/recycling events (e.g. Earth Day, Recycle Week, Get in the Loop)
- Other general promotional activities will include development of two press releases to the Kirkland Courier, one article for the Kirkland Newsletter, and one feature story on a Kirkland business recycling success story in either the Kirkland Courier or *Recycling Report Newsletter*.

#### 4) Program Evaluation:

A) Program Evaluation: To provide assessment of the effectiveness of Kirkland's commercial outreach program, consultant staff will develop and implement a program evaluation component.

**Deliverables:**

-Summary program evaluation will include: the number of contacts made to businesses and their response rates to the offer of technical assistance; the number of businesses receiving information; the number of businesses beginning or expanding recycling activities; and the number of Green Works candidates and members in the City of Kirkland.

B) Program Management: Andy Barton will monitor consultant staff activities, provide quarterly reports to King County identifying the activities implemented that quarter and the costs incurred, and coordinate other program activities with the County's program as needed.

The City of Kirkland will submit quarterly reports to King County Solid Waste Division. These reports will include:

- 1) a narrative progress report which includes an update on each program or project approved in the scope of work;
- 2) a computer generated chart which lists each business assisted along with information about the business and the assistance as requested in the template provided by the County; and,
- 3) a reimbursement request detailing and documenting the expenses incurred each quarter in a format provided by the County.

The City will submit a comprehensive annual report of the 1996 Business Recycling Program to the County on or before June 30, 1997. The annual report will identify project goals and determine the effectiveness of each.

C) Timeline: Work will commence in the first quarter of 1996 and continue through December 31, 1996.

## 6) Program Budget: \$11,684.00

<b>Budget Category</b>	<b>COP Funds</b>	<b>Consultant Cost</b>	<b>Consultant Hours - \$50</b>	<b>Total Costs</b>
<b>City Staff - salary and benefits</b>	<b>\$750.00</b>			<b>\$750.00</b>
<b>Consultant Staff - to include:</b>	<b>\$10,934.00</b>	<b>\$10,934.00</b>	<b>208.68</b>	<b>\$10,934.00</b>
<b>On-site consultations</b>		<b>\$5,084.00</b>	<b>101.68</b>	
<b>Business consultations reports</b>		<b>\$1,325.00</b>	<b>26.5</b>	
<b>Follow-up calls to businesses</b>		<b>\$1,125.00</b>	<b>22.5</b>	
<b>Project promotion and news articles</b>		<b>\$600.00</b>	<b>12</b>	
<b>Project promotional inserts</b>		<b>\$600.00</b>	<b>12</b>	
<b>Printing costs</b>		<b>\$300.00</b>		
<b>Recycling Decals</b>		<b>\$200.00</b>		
<b>Educational presentations to business groups</b>		<b>\$500.00</b>	<b>10</b>	
<b>Project Reports</b>		<b>\$1,200.00</b>	<b>24</b>	
<b>TOTALS</b>	<b>\$11,684.00</b>			<b>\$11,684.00</b>

Kirkland will transfer funds unexpended in one category to another category to complete the project tasks.

## EXHIBIT D

REGIONAL SERVICES PROVIDED BY KING COUNTY'S GREEN WORKS  
BUSINESS RECYCLING PROGRAM**I. Green Works Program:**

A) Green Works Promotion and Telephone Referral Service -- County-wide promotional efforts, including print and radio advertisements, intended to inform businesses throughout King County (County) that their waste reduction and recycling programs are important, and that they can receive free assistance to establish or expand these programs and public recognition if they meet program standards (see I.C. below). One Green Works telephone number is included in the promotions, and County staff refer business callers to the appropriate agency for assistance. The Green Works telephone line is staffed from 8:30 a.m. - 4:30 p.m. Monday through Friday.

B) Green Works Business Recycling Assistance Program -- A network of technical assistance providers (including King County staff, and recycling coordinators and their consultants who are participating in the City Optional Program) who assist businesses with their waste reduction, recycling, and buy-recycled programs. King County staff refers businesses from cities participating in the City Optional Program to the appropriate city recycling coordinator/consultant staff. Assistance includes telephone assistance, instructional and educational materials, on-site waste consultations, and employee education.

C) Green Works Recognition Program -- A recognition program for businesses which recycle at least 40% of their solid waste, implement at least three waste prevention measures, and purchase at least three recycled content products; businesses which meet higher standards become "Distinguished" Green Works members or "Partners". The Green Works recognition program can be used to encourage businesses to start or enhance their recycling programs.

II. **Corporate-wide/Targeted Industry Assistance** - Identification of industries and companies with facilities located throughout the County which could benefit from waste reduction and recycling education. County-wide coordination of assistance to such corporations and targeted industries. Development and coordination of any joint programs with umbrella organizations (trade associations, etc.) to educate industry members and to expand recycling and waste prevention programs.

III. **Recycling Works quarterly newsletter** - A newsletter which provides case studies and information about current waste reduction, recycling, and recycled product procurement practices relevant to businesses. Any King County city may produce newsletter inserts which will be mailed with *Recycling Works* to the businesses in that city.

IV. **Dollars for Data Program** - A program which provides technical and financial assistance to selected businesses which design and implement innovative waste prevention strategies and which submit to the County the waste prevention data gathered during project implementation.

V. **Printed Materials** - See the attached lists of available materials.



King County Solid Waste Division - Business Recycling Program

MATERIALS AVAILABLE TO CITIES PARTICIPATING IN  
THE CITY OPTIONAL PROGRAM

A) Multiple Copies Available (no charge)

- 1) King County's Business Waste Reduction and Recycling handbook (35 page book). {Copies available until supply is depleted.}
- 2) Green Works promotional materials: a) brochure describing the Green Works Business Recycling Program; b) flier (one page, double sided) promoting the Green Works recognition program; c) Green Works recognition program booklet with application form; and d) Green Works application form (one page, double sided).
- 3) Back issues of the County's *Recycling Works* newsletter, produced quarterly. {Copies available until supply is depleted.}
- 4) Guide: "Recipes to Prevent Waste in the Restaurant" (8 pages). {The number of copies available to each city is limited to the number of restaurants in that city.}

B) One "White" Copy Available for Duplication (no charge)\*

- 1) Guides to "Waste Reduction and Recycling Services in King County" (includes city-specific and regional information).
- 2) General waste reduction fact sheet for offices (one page, double sided).
- 3) Waste reduction fact sheet specific to the real estate industry (one page, double sided).
- 4) Waste reduction strategy report: Vermicomposting (16 pages).
- 5) Waste reduction strategy report: Bulk Dispensing (7 pages).
- 6) Waste reduction strategy report: Returnable/Reusable Dry Cleaning Bags (6 pages).
- 7) Waste reduction fact sheet: Reusable Trolley Bags (one page, double sided).
- 8) Waste reduction fact sheet: Materials Exchange (one page, double sided).
- 9) Camera ready art for use in local Green Works member promotions.
- 10) Camera ready poster art: "It's In Your Hands" poster.
- 11) Camera ready art for graphics used on postcard, brochure, fliers.

C) Materials Available for Purchase

Video: "It All Adds Up" (11 minutes). {\$10 per copy.}

D) Materials Planned for 1996 (subject to change; charge to be determined)

Green Works Employee Education Kit

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\*We ask that you credit King County when using materials produced by the County: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division".

February 1996

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King County Solid Waste Division

Construction, Demolition, and Landclearing (CDL) Program

MATERIALS AVAILABLE TO CITIES PARTICIPATING IN  
THE CITY OPTIONAL PROGRAM \*

- 1) *Contractors' Guide To Handling Waste* (16 page booklet with listings of area recyclers). Multiple copies are regularly distributed to city permit centers.
- 2) Construction Site Recycling Case Study #1 - Circuit City
- 3) Wood Recycling Fliers - One page of "how-to's" targeting wood recycling
- 4) CDL Disposal Facilities Fliers - One page information sheet
- 5) CDL Recycling Fact Sheets:
  - a) Preventing Waste In The First Place
  - b) Setting Up A Jobsite Recycling Program
  - c) Using Recycled-Content Building Materials
  - d) Making Your Program Work
  - e) Are There Dollars In Your Dumpster?
  - f) Recycling Economics Worksheet
  - g) Designing Waste Management Plans and Specifications
- 6) Green Works/Construction Works Applications

\* Multiple copies are available of all materials upon request.

February 1996

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