

RESOLUTION R- 4132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING FROM THE KING COUNTY DEPARTMENT OF NATURAL RESOURCES SOLID WASTE DIVISION A **WASTE REDUCTION & RECYCLING EDUCATIONAL PROGRAM GRANT** IN THE AMOUNT OF **\$167,347** AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROGRAM GRANT AGREEMENT.

Whereas, the King County Department of Natural Resources Solid Waste Division has made available to the City of Kirkland a grant to assist the City in development and conduct a comprehensive recycling education/promotion program for multi-family complexes, businesses, and compost bin distribution.

Whereas, the acceptance of the said grant to assist in the cost of said programs within the City of Kirkland is within the best interests of the City and its residents and is consistent with the City's Solid Waste Management Plan.

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 sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland and the King County Department of Natural Resources Solid Waste Division identified as Waste Reduction & Recycling Grant Offer Number D25534D. The City Manager or his delegate is also authorized to sign for the City all documents, certifications and reports required to be made during the course of the solid waste recycling education programs.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 21st day of April, 1998.

  
MAYOR

Attest:

  
City Clerk

WRR

CONTRACT #D25534D

**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. 9847

City \_\_\_\_\_

**PREAMBLE**

King County and the City of Kirkland adopted the King County Comprehensive Solid Waste Management Plan, which includes recycling and waste reduction goals. In order to help meet these goals, the King County Solid Waste Division has established a multi-phased waste reduction and recycling grant program for the suburban cities. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects.

Grant funding is currently provided through three phases of this waste reduction and recycling (WR/R) program. Phase I grant monies are available to those suburban cities which did not participate in the previous King County Solid Waste Division grants-to-cities program, upon which the current program is based. Cities applying for Phase I grant funds must meet specific eligibility requirements. Phase II grant monies are available to all King County suburban cities that operate under the King County Comprehensive Solid Waste Management Plan. Phase III grant monies are available to any suburban cities participating in Phase II of the grant program, for the continuation of programs/projects previously funded under the grant program.

The City of Kirkland has met all three of the required eligibility requirements to receive Phase I grant funding; therefore, the City will be participating in Phase I, Phase II and Phase III of the waste reduction and recycling grant program. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be generously shared with the County and the other suburban cities.

## 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 waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

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

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant shall not exceed \$167,347.
2. The City will submit quarterly reports to the County in a format specified by the County. These reports will include: a) a description of each activity accomplished in the previous quarter as pertains 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 fifteen days after the end of each calendar quarter: (1) first quarter reports are due by April 15; (2) second quarter reports are due by July 15; (3) third quarter reports are due by October 15; and (4) fourth quarter reports are due by January 15.

3. The City will submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within three months of completion of the project(s) outlined in the scope of work, but no later than March 31, 1999.
4. 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 B and incorporated herein by reference to the other two copies of this Agreement.
5. 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.
6. 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.

7. 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.
8. 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 as so authorized by law.
9. 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."
10. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
11. This project shall be administered by Ann Scheerer, Engineering Analyst, at City of Kirkland, 123 Fifth Avenue, Kirkland, WA 98033, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city, based on the phases of the grant program in which each city will be participating, and is distributed on a per capita basis. The City of Kirkland's budgeted grant funds are \$167,347. Of this amount, \$118,962 is Phase I monies, \$43,669 is Phase II monies, and \$4,716 is Phase III monies.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report and reimbursement request are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.



3. 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."
4. 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.
5. The waste reduction and recycling grant program shall be administered by Lyne Morris, Project Manager, or designee, specified by the King County Solid Waste Division.

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on January 1, 1998 and shall terminate on December 31, 1998.

### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices as specified in Section II.A.2. and Section II.A.3.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

### **V. AMENDMENTS**

This Agreement may be amended only by written agreement of both parties. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written or verbal request by the City 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 and falls within the activities described in the scope.

## **VI. HOLD HARMLESS AND INDEMNIFICATION**

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and the City recognize that time is of the essence in the performance of this Agreement.

**X. SEVERABILITY**

If any section, subsection, sentence, clause or phase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

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**  
**Contract # D25534D**

**Scope of Work and Budget**  
**for the King County Waste Reduction and Recycling Grant Program**  
**for the Suburban Cities**

**A. PROGRAM INFORMATION:**

1. City Name: City of Kirkland
2. Program Manager: Ann Scheerer  
Engineering Analyst  
Public Works Department  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033  
TEL: 425-828-1246  
FAX: 425-803-1904
3. Consultant: Paul Devine, Pacific Energy Institute  
101 Yesler Way, Suite 606  
Seattle, WA 98104  
TEL: 206-628-0460  
FAX: 206-628-0953
4. Program Budget: \$167,347 (\$118,962 Phase I funds, \$43,669 Phase II funds, and \$4,716 Phase III funds)

**B. PROGRAM SCOPE OF WORK:**

**Task 1: Grant Administration**

The City of Kirkland will hire a consultant, Pacific Energy Institute (PEI), to manage all aspects of the King County waste reduction and recycling grant program for the City, including administration and grant reporting.

Deliverables and Schedule:

- serve as liaison with King County for the duration of the grant program;
- track project expenses for the duration of the grant program;
- provide ongoing program administration through December 31, 1998;
- prepare quarterly reports for the grant program through January 15, 1999, as necessary; and
- provide a final grant report by March 31, 1999.

## **Task 2: Multi-Family Recycling Program**

### Project Description:

The City of Kirkland will work through its consultant, Pacific Energy Institute (PEI), to promote waste reduction, participation in multi-family residential collection programs for recyclables, and the purchase of recycled products through the following program efforts with multi-family residents and property owners/managers:

- develop, print, and distribute multi-family educational brochures through direct mailings, special City events, and door-to-door delivery;
- print and distribute multi-family signs for use at complexes for proper recycling of materials;
- provide on-site waste consultations and follow-up assistance;
- purchase and distribute multi-family recycling bins/bags; and
- promote project activities through the City of Kirkland newsletter and local papers.

Whenever possible, the City will use language/graphics from the educational materials and brochures previously developed by King County and/or the other suburban cities.

### Deliverables:

- approximately 12,000 distributed educational brochures
- approximately 12,000 distributed recycling bins/bags
- approximately 600 distributed recycling signs
- on-site waste consultations and follow-up assistance to a minimum of 150 multi-family properties
- promotional press releases and articles

### Schedule:

- distribute educational brochures by September 30, 1998
- distribute recycling signs by December 31, 1998
- distribute recycling bins/bags by December 31, 1998
- provide on-site waste consultations and follow-up assistance on an ongoing basis
- promote program on an ongoing basis

### Project Goals and Objectives:

- promote cost-effective handling of the multi-family waste stream;
- increase participation in recycling programs in multi-family complexes from 13–18% to 30–40%; and
- promote the purchase of recycled products to the multi-family sector.

Project Evaluation:

The City will monitor the program by reporting the following:

- the number of educational materials printed/distributed;
- the number of bins/bags distributed;
- the number of signs distributed;
- the number of on-site consultations/technical assistance provided;
- the increase in the number of multi-family buildings participating in waste reduction, recycling, and recycled product procurement activities; and
- changes in multi-family diversion rates for the duration of the grant program.

**Task 3: Business Recycling Program**Project Description:

The City of Kirkland will work through its consultant, Pacific Energy Institute (PEI), to promote waste reduction, participation in commercial collection programs for recyclable materials, and the purchase of recycled products through the following program efforts with City businesses:

- The City will research and compile a list of recycling service providers to businesses. Using this information, the City will produce and distribute a brochure to businesses through direct mailings and door-to-door delivery. The City will utilize information previously developed by King County and/or other sources whenever possible.
- Guides to buying recycled products in Kirkland will be produced and distributed through direct mailings and door-to-door delivery. Again, the City will utilize information previously developed by King County and/or other sources whenever possible.
- The City will consider ways to recognize local businesses that participate in waste reduction and recycling activities, select a method of recognition, and implement that method. To coordinate business recognition efforts with King County's Green Works Program, the City will consult with King County before finalizing its selection of a method of recognition.
- On-site waste consultations will be conducted with commercial business owners and managers, individualized consultation reports will be produced, and follow-up assistance will be provided.
- The City will promote project activities through the City of Kirkland's newsletter, local papers, and King County's business recycling programs.

Deliverables:

- approximately 5,000 distributed business recycling brochures
- approximately 5,000 guides to buying recycled products
- recognition of local business, as determined
- a minimum of 300 on-site consultations
- program promotional materials

Schedule:

- develop brochure of local recycling service providers by September 30, 1998
- produce brochure of local recycling service providers by December 31, 1998
- distribute business recycling brochures on an ongoing basis
- distribute guides on buying recycled products on an ongoing basis
- recognize local businesses on an ongoing basis
- conduct on-site consultations and follow-up assistance to businesses on an ongoing basis
- promote the program on an ongoing basis

Project Goals and Objectives:

- promote cost-effective handling of the business waste stream;
- increase participation in recycling programs by the commercial sector from 46% to 60%; and
- promote the purchase of recycled products to the business sector.

Program Evaluation:

The City will monitor the program by reporting the following:

- the number of brochures printed/distributed;
- the methods used to recognize local businesses and the names of the businesses affected;
- the number and names of the businesses assisted and the services provided;
- the increase in City businesses participating in waste reduction, recycling, and recycled product procurement activities for the duration of the grant program; and
- changes in commercial sector diversion rates for the duration of the grant program.

**Task 4: Organics/Yard Waste Program**

The City of Kirkland recognizes that yard debris is an easily recyclable material. The City has banned yard waste from collection with residential garbage. Because of the yard debris ban, the City wants to offer residents alternatives to yard waste collection and to promote backyard composting. While the City provides for curbside collection of yard debris, yard debris reduction alternatives save the energy and resources used to collect and process yard debris at a centralized composting facility.

Project Description:

The City will implement a yard waste reduction program stressing grasscycling and backyard composting. As part of the program, the City will:

- develop, print, and distribute by direct mail to all applicable Kirkland residents a brochure on grasscycling and backyard composting with invitations to a backyard compost bin distribution event.
- promote a backyard compost bin distribution event through press releases and local newspaper articles.



- purchase and distribute backyard compost bins, along with educational materials such as "Rottwheelers," to Kirkland residents. Residents will be charged a subsidized fee of \$10 per bin.
- at the event, provide education/technical assistance on setting-up a backyard system for composting.
- respond to residential requests for grasscycling and backyard composting information.

Whenever possible, the City will use language/graphics from the educational materials and brochures previously developed by King County and/or the other suburban cities.

Deliverables:

- approximately 30,000 distributed grasscycling and backyard composting brochures
- approximately 1,400 distributed compost bins
- promotional materials for event
- ongoing information and technical assistance to residents at distribution event

Schedule:

- distribute grasscycling and backyard composting brochures by October 31, 1998
- distribute compost bins by December 31, 1998
- promote programs through December 31, 1998
- provide information and technical assistance on an ongoing basis

Project Goals and Objectives:

- promote cost-effective handling of yard waste; which is 20% of the waste stream;
- provide alternatives to yard waste collection that minimize the accumulation of yard waste and promote backyard composting;
- reduce use of energy and resources to collect and process yard waste at a centralized composting facility

Project Evaluation:

The City will evaluate the program by reporting the following:

- the number of brochures printed and distributed;
- the number of backyard compost bins distributed; and
- the anticipated yearly diversion of yard waste from curbside collection.

**C. PROGRAM BUDGET: \$167,347 (Please see attached)**

Task 1: Grant Administration	\$23,047
Task 2: Multi-Family Recycling Program	\$46,200
Task 3: Business Recycling Program	\$50,350
Task 4: Organics/Yard Waste Program	\$47,750

**King County Waste Reduction/Recycling Grant Program - City of Kirkland**

	<b>Overall Costs</b>		<b>Contractor Costs</b>	
<b>Task 1: Project Administration</b>	\$	<b>23,047.00</b>	\$	<b>23,047.00</b>
1. Program management	\$	10,500.00	\$	10,500.00
2. Quarterly progress reports/reimbursement requests	\$	8,000.00	\$	8,000.00
3. Project expenses				
a. Mileage (miles x .32/33)	\$	1,700.00	\$	1,700.00
b. Phone - long distance calls	\$	650.00	\$	650.00
c. Office supplies	\$	750.00	\$	750.00
d. Miscellaneous/contingency	\$	687.00	\$	687.00
e. Postage	\$	760.00	\$	760.00
<b>Task 2: Promotion of Multi-Family Recycling Programs</b>	\$	<b>46,200.00</b>	\$	<b>46,200.00</b>
1. Develop multi-family brochure (includes graphic design)	\$	3,950.00	\$	3,950.00
2. Print 12,000 brochures	\$	3,500.00	\$	3,500.00
3. Mail 12,000 brochures (includes sorting and postage)	\$	3,000.00	\$	3,000.00
4. On-site consultations/technical assistance (min. of 150 - combined with #5)	\$	13,500.00	\$	13,500.00
5. Follow-up assistance to multi-family properties (min. of 150 - combined with #4)	\$	10,750.00	\$	10,750.00
6. Purchase of 12,000 multi-family recycling bins/bags	\$	7,500.00	\$	7,500.00
7. Distribution of 12,000 multi-family recycling bins/bags	\$	1,650.00	\$	1,650.00
8. Distribution of approx. 600 multi-family recycling signs	\$	2,000.00	\$	2,000.00
9. Project promotion and news articles	\$	350.00	\$	350.00
<b>Task 3: Promotion of Business Recycling Programs</b>	\$	<b>50,350.00</b>	\$	<b>50,350.00</b>
1. Develop educational brochure (includes graphic design)	\$	6,500.00	\$	6,500.00
2. Print 5,000 business recycling brochures	\$	2,250.00	\$	2,250.00
3. Print 5,000 buy-recycled guides	\$	2,250.00	\$	2,250.00
4. Mail brochures (includes sorting and postage)	\$	1,000.00	\$	1,000.00
5. Recognition project for local businesses	\$	1,800.00	\$	1,800.00
6. On-site consultations/technical assistance (min. of 300 - combined with #7 & #8)	\$	13,500.00	\$	13,500.00
7. Follow-up assistance to businesses (min. of 300 - combined with #6 & #8)	\$	13,000.00	\$	13,000.00
8. Business consultations reports (min. of 300 - combined with #6 & #7)	\$	9,000.00	\$	9,000.00
9. Project promotion	\$	1,050.00	\$	1,050.00
<b>Task 4: Organics/Yard Waste Program</b>	\$	<b>47,750.00</b>	\$	<b>47,750.00</b>
1. Develop educational brochure (includes graphic design)	\$	6,000.00	\$	6,000.00
2. Produce 30,000 brochures	\$	5,500.00	\$	5,500.00
3. Mail 30,000 brochures (includes sorting and postage)	\$	6,000.00	\$	6,000.00
4. Purchase and distribute backyard composting bins (1,400 bins x approx. \$50)	\$	26,000.00	\$	26,000.00
5. Project promotion	\$	2,500.00	\$	2,500.00
6. Educational presentations on yard waste reduction program	\$	1,750.00	\$	1,750.00
<b>Totals</b>	\$	<b>167,347.00</b>	\$	<b>167,347.00</b>