

RESOLUTION R- 4133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT FROM THE **KING COUNTY** DEPARTMENT OF NATURAL RESOURCES SOLID WASTE DIVISION A **CITY OPTIONAL PROGRAM** EDUCATIONAL PROGRAM AND SPECIAL COLLECTION GRANT IN THE AMOUNT OF **\$21,399** AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROGRAM GRANT AGREEMENT.

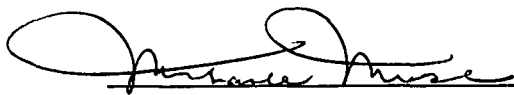
Whereas, the King County Department of Natural Resources Solid Waste Division has made available to the City of Kirkland a grant to assist the City in development of and to conduct comprehensive recycling education/promotion program for businesses and special collection events.

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 consistent with the City's Solid Waste Management Plan.

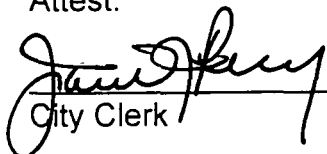
Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

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 City Optional Program Grant Offer Number D25747D. 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

CONTRACT # D 25747 D

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. The City will spend its grant funds to fulfill the terms and conditions set forth in the scopes of work which are attached hereto as Exhibit A and Exhibit B, and incorporated herein by reference.

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 Events 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 C 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 in 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 as Exhibit A.
9. Cities applying for City Optional Program funds must agree to collect at least four items, from the following list of eleven, at each event.

• 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. In the event that the City hires a consultant to manage, plan, or staff the City's events, the City will provide documentation from the consultant of the number of hours spent on the event by task and the hourly rate associated with each task. 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 events will be open to all King County residents and that the County has the right to publicize the events for the benefit of all County residents. All promotional material must contain the following sentence: "Partial funding for this event provided by the King County Solid Waste Division."
12. The Special Recycling Events shall be administered by Ann Scheerer, Engineering Analyst, of the City of Kirkland, at 123 Fifth Avenue, Kirkland, WA 98033-6189, 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 B.
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, 1998; (2) the second quarter report is due by August 1, 1998; (3) the third quarter report is due by November 1, 1998; and (4) the fourth quarter report is due by February 1, 1999.

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, 1999.

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 B; 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 Optional 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 1999.

17. The Business Recycling Program shall be administered Ann Scheerer, Engineering Analyst, of the City of Kirkland, at 123 Fifth Avenue, Kirkland, WA 98033-6189, or designee.

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

General Provisions

1. 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(s) for activities and/or expenditures which were not included in the scope(s) of work and budget(s) attached as Exhibits A and B, 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 A and B.
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 1998 is \$9,644.

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 a County targeted commodity or 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 1998 is \$11,755. Total budgeted funding under this Agreement is \$21,399.

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, failure to provide grant related reports/invoices as specified in Section II. A. 10 and Section II. A. 14.
- 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 scopes of work, attached as Exhibits A and B, 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(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 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 E, 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 E.

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

CITY OF KIRKLAND**1998 SPECIAL COLLECTION EVENT****SCOPE OF WORK AND BUDGET****1. PROJECT TITLE AND SCHEDULE:**

A) Event Name: Kirkland Special Collection Events

B) Projected Event Date: Spring and Fall, 1998

C) Event Hours: 9 am to 3 pm

D) Event Location: Houghton Park and Ride

2. PROJECT MANAGERS:

A) City Contact:

Ann Scheerer
Engineering Analyst
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
TEL - (425) 828-1246
FAX - (425) 803-1904

B) Outside Consultant

Paul Devine
Pacific Energy Institute
101 Yesler Way, Suite 606
Seattle, WA 98104
TEL - 628-0460
FAX - 628-0953

3. PROJECT ACTIVITIES

A) Number of Events: Two

B) Materials to be collected:

- | | |
|-----------------------|----------------------------------|
| 1) Bulky Yard Waste | 8) Used Motor Oil Filters |
| 2) Clean Scrap Wood | 9) Used Petroleum Based Products |
| 3) Appliances | 10) Used Antifreeze |
| 4) Ferrous Metals | 11) Used Lead Acid Batteries |
| 5) Non-ferrous Metals | 12) Used Tires |
| 6) Textiles | 13) Reusable Household Goods |
| 7) Used Motor Oil | |

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 King County Department of Natural Resources.
- 3) Other educational materials.

D) Event Promotional Methods:

Event promotion will be accomplished in the following ways:

- 1) By a notice in the City of Kirkland utility bill for the Spring Event.
- 2) By distributing a promotional flyer through direct mailings for the Fall Event.

Other promotional methods will be used as appropriate.

E) Event Staffing:

Key personnel will include the Engineering Analyst, Paul Devine, consultant staff, and volunteers. The event greeter, education personnel, and traffic control personnel positions will be filled by experienced qualified individuals.

4. PROJECT BUDGET - ESTIMATED

A) Solid Waste Division Budget: \$9,644.00

Budget Category	Total Hours	Hourly Rate	Total Costs	COP \$	LHWMP \$
City Staff		\$0.00	\$0.00	\$0.00	\$0.00
Consultant Costs*					
Coordination w/City Staff and Vendors/Event publicity	161.11	\$54.00	\$8,700.00	\$2,200.00	\$6,500.00
Site Preparation/Cleanup	24.07	\$54.00	\$1,300.00	\$600.00	\$800.00
Event Staffing	73.96	\$54.00	\$3,994.00	\$1,394.00	\$2,600.00
Data Reporting/Invoicing	29.52	\$54.00	\$1,594.00	\$800.00	\$794.00
Consultant Totals	288.67		\$15,588.00	\$4,994.00	\$10,694.00
Collection/Hauling Costs	# Units	Unit Cost	Total Cost	COP \$	LHWMP \$
Wood Waste - tons	30-35	\$75.00	\$2,000.00	\$2,000.00	
Scrap Metal/Appliances - tons+	20-25	NA	\$950.00	\$950.00	
Tires - #	350-400	\$1.50 - \$2.00	\$800.00		\$800.00
Used Oil/Antifreeze/etc. - gallons+	1000-1500	NA	\$1,200.00		\$1,200.00
Batteries - # +	125 - 150	NA	\$50.00		\$50.00
Garbage - tons			\$0.00	\$200.00	\$200.00
Printing/Mailing/Promotion			\$2,400.00	\$1,200.00	\$1,200.00
Event Supplies			\$100.00	\$50.00	\$50.00
Other Expenses			\$700.00	\$350.00	\$350.00
Expense Totals			\$8,200.00	\$4,750.00	\$3,850.00
TOTALS			\$23,788.00	\$9,644.00	\$14,544.00

***Hourly rates for event management and staff are as follows:**

Project Manager - \$70.00

Event Staff - \$55.00

Administrative Staff - \$35.00

For budgeting purposes an average of \$54.00 per hour is used.

+Unit cost are based on services provided for collection of material on an a per event charge.

5. PROJECT EVALUATION -

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

- A) The number of vehicles attending.
- B) The volume of each material collected.
- C) Event cost by budget category.
- D) Event comments.
- E) Comparison of 1998 volumes and vehicles with prior year's events.
- F) Summary of survey data collected (if taken).

EXHIBIT B

CITY OF KIRKLAND
CITY OPTIONAL PROGRAM
1998 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: Ann Scheerer
Engineering Analyst
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
TEL - 828-1246
FAX - (425) 803-1904

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

- 4) Program total: \$11,755.00

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 organics. The City plans to work closely with Pacific Energy Institute (PEI), Waste Management, and private recycling service providers on expanding recycling collection for the materials outlined above and other "hard-to-recycle" materials. Through this COP program the City will expand promotion and participation in waste reduction, recycling, and recycled product procurement

programs in the commercial sector. The City will do this through the use of King County Solid Waste Division informational materials, educational brochures, and by providing recycling technical assistance to City businesses.

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 estimated at between 46-50%. There are an estimated 2,620 businesses in Kirkland employing 24,274 people.

Through the recycling technical assistance 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) Recycling Technical Assistance for 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 recycling technical assistance 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. Recycling technical assistance will be provided to businesses over the phone and on-site as needed. Recycling technical assistance will include, but not be limited to, on-site waste consultations, presentations to businesses, and help in determining waste reduction techniques and recycled product uses. PEI will provide recycling technical assistance to businesses that generate typical business recyclables and hard-to-recycle materials. Waste Management will provide recycling collection service to Kirkland businesses that generate mixed paper, bottles and cans, and organics. Follow-up assistance will be provided by both Waste Management and PEI as needed and tracked in a format required by the County. Ann Scheerer and consultant staff will be responsible for recycling technical assistance. This activity will begin in the first quarter of 1998 and continue throughout the year.

Deliverables:

Recycling technical 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) Recycling Technical Assistance to Businesses located in Office Parks and Strip Malls: During 1998, PEI will provide targeted recycling technical assistance to businesses located within office parks and strip malls. 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. Businesses will be encouraged to become a model in the community and to provide their assistance to other businesses implementing similar programs.

Deliverables:

Recycling technical 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 1998. 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. PEI will prepare press releases, promoting the program when appropriate. PEI staff will be available for special presentations to community and business organizations in Kirkland as 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.

4) Program evaluation:

A) Program Evaluation: To provide assessment of the effectiveness of Kirkland's recycling technical assistance, PEI 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 recycling 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: Ann Scheerer 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 file which lists each business assisted along with information about the business and the assistance as requested in the template provided by the County;
- 3) an estimated commercial recycling rate; and
- 4) 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 1998 Business Recycling Program to the County on or before June 30, 1999. The annual report will identify project goals and determine the effectiveness of each.

C) Timeline: Work will commence in the first quarter of 1998 and continue through December 31, 1998.

5) Program Budget: \$11,755.00

Budget Category	COP Funds	Consultant Cost	Consultant Hours - \$54*	Total Costs
City Staff - salary and benefits	\$550.00			\$550.00
Consultant Staff - to include:	\$11,205.00	\$11,205.00	207.50	\$11,205.00
On-site consultations		\$1,800.00	45.00	
Telephone assistance		\$1,800.00	45.00	
Business consultations reports		\$1,500.00	27.78	
Follow-up calls to businesses		\$2,105.00	38.98	
Project promotional inserts		\$1,800.00	33.33	
Printing costs		\$700.00		
Sorting costs		\$600.00		
Project Reports		\$900.00	17.41	
TOTALS	\$11,755.00			\$11,755.00

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

* An average of \$54.00 per hour has been used for consultant time.

EXHIBIT D

King County Solid Waste Division Green Works Business Recycling Program

I. Green Works Program

A) Green Works Promotion and Telephone Referral Service

Promotional efforts, including radio and print advertisements, inform businesses throughout King County (County) that their waste prevention and recycling programs are important, and that they can receive: (1) free assistance to establish or expand these programs (see I.B. below); and (2) public recognition if they meet program standards (see I.C. below). The Green Works telephone line is staffed from 8:30 a.m.-4:30 p.m. Monday through Friday. County staff refer business callers to the appropriate agency (including cities participating in the City Optional Program {COP}) for assistance.

B) Green Works Business Recycling Assistance Program

A network of technical assistance providers (including County staff, and city recycling coordinators and their consultants who are participating in the COP) assist businesses with their waste prevention, recycling, and buy-recycled programs. Assistance includes telephone assistance, instructional and educational materials, on-site waste consultations, and employee education.

C) Green Works Recognition Program

The Green Works recognition program can be used by COP cities to encourage businesses to start or enhance their recycling programs. To become Green Works members, businesses must recycle at least 40% of their solid waste, practice at least three waste prevention strategies, and purchase at least three recycled content products; businesses which meet higher standards become "Distinguished" Green Works members. Green Works Partners are Distinguished members that help to promote the Green Works program. County staff: (1) approve Green Works applications; (2) provide certificates, decals, and recognition letters to each new Green Works member; and provide each Green Works member with recognition via radio and print advertisements, in the annual Signs of a Green Business directory, and in the quarterly *Recycling Works* newsletter.

D) Corporate-wide and Targeted Assistance

County staff coordinates assistance to corporations with facilities located throughout the County and coordinates joint programs with umbrella organizations (trade associations, etc.) to educate industry members and to expand recycling and waste prevention in the commercial sector. The Packaging Waste Prevention program assists businesses throughout the County (including COP cities) to eliminate or reduce their packaging waste.

II. Recycling Works Quarterly Newsletter

This quarterly newsletter, distributed to 28,000 businesses, provides information about current waste reduction, recycling, and recycled product procurement practices relevant to businesses. Any city may produce newsletter inserts that will be mailed with *Recycling Works* to the businesses in that city.

III. Printed Materials – Please see the attached lists of available materials.

King County Solid Waste Division
Green Works 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 recognition program: a) tri-fold brochure describing the Green Works Business Recycling Program; and b) Green Works application form and Waste Prevention Activities checklist (revised 1997).
- 3) *Recycling Works* newsletters, produced quarterly by the Green Works program. {Back issues 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) Guide to Commercial Recycling Collection Services in King County. City-specific information about commercial collection services for typical materials. (3 or 4 pages)
- 2) Guide to Recycling and Reuse Opportunities for Special Items. (Includes batteries, carpeting, computers, food waste, plastics, tires, etc. About 22 pages.)
- 3) Waste Prevention Activities checklist (one page, double sided)
- 4) Waste prevention fact sheet specific to the real estate industry (one page, double sided)
- 5) Waste prevention strategy report: Vermicomposting (16 pages)
- 6) Waste prevention strategy report: Bulk Dispensing (7 pages)
- 7) Waste prevention strategy report: Returnable/Reusable Dry Cleaning Bags (6 pages)
- 8) Waste prevention fact sheet: Reusable Trolley Bags (one page, double sided)
- 9) Pilot Wine Bottle Collection and Reuse Project, 1996 - Final Report (25 pages)
- 10) Green Works Employee Communications Kit. Tips on how to start and maintain a recycling program, including tools to involve employees and promote programs internally and externally. (About 30 pages. Also available on disk.)
- 11) Camera ready art for use in local Green Works member promotions.

C) Materials Available for Purchase

- 1) Video: "It All Adds Up" (11 minutes). {\$10 per copy}
- 2) Mouse pads with a waste prevention message; made from recycled plastics. {\$5 each}
- 3) Waste prevention stickers for laser printers and photocopy machines that read: "Two sides are better than one! Load paper tray with discarded paper that has been printed on one side. Reduce Reuse." and "Only print what you need! Please edit on-screen and route documents via email & networks. Reduce. Reuse." {Each sticker is 4" by 2". Available until supply is depleted. Cost to be determined.}

*Please credit King County as follows when using/duplicating materials produced by the County: "text provided courtesy of King County Solid Waste Division" and/or "artwork provided..."

King County Solid Waste Division
Construction, Demolition, and Landclearing (CDL) Program

MATERIALS AVAILABLE TO CITIES PARTICIPATING IN THE
CITY OPTIONAL PROGRAM *

- 1) *Construction Recycling Directory* (A listing of area recyclers). Multiple copies are regularly distributed to city permit centers.
 - 2) *Contractors' Guide to Preventing Waste and Recycling*
Worksheets on the following topics:
 - 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
 - 3) Report: *Recycling Opportunities for Special CDL Waste* – information on emerging markets for CDL Recycling, such as film plastics, acoustical ceiling tile, carpet, roofing material.
 - 4) Construction Site Recycling Case Studies:
 - #1 – Circuit City
 - #2 – Regional Justice Center Demolition
 - #3 – Microsoft Tenant Improvement
 - #4 – Microsoft Pebble Beach Office Building
 - #5 - Microsoft Data Center Remodel
 - #6 - Kentlake High School
 - #7 - The Rafn Company Headquarters' Remodel
 - #8 - The Regional Justice Center (construction)
 - #9 - Special Recycling Opportunities (CDL)
 - #10 – Value Flooring (Carpet Recycling)
 - #11 – Lozier Homes – Klahanie Residential Development
 - #12 – Earthwise Demolition – Large Residential Demolition/Salvage
 - 5) CDL Disposal Facilities – One page information sheet
 - 6) Construction Works Applications
- * Multiple copies available upon request.