

RESOLUTION R-4260

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 PROGRAM GRANT** IN THE AMOUNT OF \$25,625 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 the development and/or enhancement of local waste reduction and recycling projects.

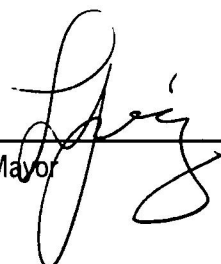
Whereas, the acceptance of the said grant to assist in the cost of said programs within the City of Kirkland is within the best interests of the City and its residents and is consistent with the City's solid waste management plan.

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 Contract Number D29097D. 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 programs.

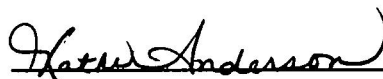
Passed by majority vote of the Kirkland City Council in regular, open meeting this 3rd day of October, 2000.

Signed in authentication thereof this 3rd day of October, 2000.



Mayor

Attest:



Acting City Clerk

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. 10965

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 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 available to all King County suburban cities that operate under the King County Comprehensive Solid Waste Management Plan. 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 \$25,625.00.
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, 2002.
4. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
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. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

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, Public Works Administrative Manager, at City of Kirkland, 123 Fifth Avenue, Kirkland, Washington, 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 and is distributed on a per capita basis. The City of Kirkland's budgeted grant funds are \$25,625.00.
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(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 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 that 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 June 27, 2000 and shall terminate on December 31, 2001.

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 B, 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 B.

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

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase 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. 10965

Approved as to form:

Approved as to form:

City Attorney

King County Prosecuting Attorney

Date

Date

EXHIBIT A

Scope of Work and Budget

King County Waste Reduction and Recycling (WR/R) Grant Program

A. PROGRAM INFORMATION:

1. City: City of Kirkland
2. Program Title: King County Waste Reduction and Recycling (WR/R)
Grant Program for the Suburban Cities
3. Program Manager: Ann Scheerer
Public Works Administrative Manager
4. Address: City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
TEL - (425) 828-1246
FAX - (425) 803-1904
5. Consultants:

Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 228-5475
FAX - (206) 938-9873
Email – PaulDevine@MSN.com

Jack Harris
Blue Marble Environmental
156 NW 65th Street
Seattle, WA 98117
TEL - (206) 781-0184
6. Budget: \$25,625.00

B. SCOPE OF WORK:

Task 1: Business Recycling Program

a. Background/History: Since 1997, the City of Kirkland has worked with the commercial sector to promote waste reduction, participation in commercial collection programs for recyclable materials, and the purchase of recycled products. The City has distributed brochures (on recycling service-providers) and guides (on buying recycled products) to businesses through direct mailings and door-to-door delivery. The City also has conducted on-site waste consultations with commercial business owners and managers, produced individual consultation reports, and provided follow-up assistance to City businesses.

In 1998, using King County grant funds, the City produced the *Kirkland Business Recycling Guide* and distributed it to all businesses in the City of Kirkland. The guide described City, County and private sector recycling services, and gave locations where businesses could purchase recycled products.

b. Goals/Objectives: The goal of this program is to achieve greater resource efficiency in the City of Kirkland. To do that, the City must continue to promote recycling in the Kirkland business community. As City businesses better manage their waste and recycle more, less recyclable material will end up in local landfills. This program will help the City of Kirkland reach its recycling goals.

c. Program Specifics:

1) Program Description: The City will work with its consultant, Olympic Environmental Resources (OER), to expand business recycling collection services by undertaking the following:

- Promoting the Kirkland business recycling program, waste prevention, other recycling opportunities, and the purchase of recycled products.
- Providing technical assistance to businesses on how to reduce waste and recycle.
- Providing educational materials in coordination with business recycling assistance activities.

OER will coordinate its activities with King County's business recycling programs and the King County Health Department whenever possible.

2) Program Deliverables: The City will contact 200 City businesses, provide recycling technical assistance as well as information and education on:

- How to prepare materials for recycling.
- How to start or expand recycling programs.
- What waste reduction and recycled product procurement strategies to consider.
- What local recycling services and programs exist.

3) Program Evaluation: The City will monitor the program by reporting the following:

- The number and names of businesses visited and the services provided.
- Changes in commercial sector diversion rates from the onset of this program. The City will continue to collect data for at least two months after the completion of the program to ensure that the full impact of the program is reflected.

Task 2: Multi-family Recycling Program

a. Background/History: Since 1998, the City of Kirkland has promoted participation in multi-family recycling collection programs. The City has provided technical assistance to multi-family complex owners and property managers to increase recycling and strengthen collection program participation. The City has distributed educational materials, collection bags, and recycling signs to enhance recycling programs. The City has also provided follow-up assistance and mailed additional information to complex owners or property managers on recycling.

b. Goals/Objectives: The goal of this program is greater resource efficiency in the City of Kirkland. To do that, the City must promote recycling in the Kirkland multi-family community. As City multi-family residents better manage their waste and recycle more, less recyclable material will end up in local landfills.

c. Program Specifics:

1) Program Description: The City will work with its consultant, Blue Marble Environmental, to expand multi-family recycling collection by promoting this program and providing waste reduction and recycling technical assistance to the multi-family sector. Educational materials, recycling bags, and signage (which have been purchased/produced in the past) will be distributed to the multi-family sector in coordination with recycling assistance activities.

2) Program Deliverables: The City will contact 75 City multi-family complexes and provide recycling technical assistance, as well as:

- Promote the Kirkland multi-family recycling program.
- Promote other recycling opportunities for the multi-family sector.
- Distribute educational materials.
- Distribute recycling bags.
- Distribute recycling signs.

3) Program Evaluation: The City will monitor the program by reporting the following:

- The number of on-site consultations/technical assistance provided.
- The number of educational materials distributed.

- The number of recycling bags distributed.
- The number of recycling signs distributed.
- Changes in multi-family diversion rates. The City will continue to collect data for at least two months after the completion of the program to ensure that the full impact of the program is reflected.

Task 3: Grant Administration

The City will work with its consultant, Olympic Environmental Resources (OER), to administrate this Scope of Work. OER will

- Track project expenses;
- Provide ongoing grant administration through the completion of the tasks, as outlined in this Scope of Work;
- Prepare quarterly reports for the grant program, as necessary; and
- Prepare final report.

C. PROGRAM SCHEDULE

Task 1: Business Recycling Program

- Provide the Kirkland Business Recycling Program on an ongoing basis.

Task 2: Multi-family Recycling Program

- Provide the Kirkland Multi-family Recycling Program on an ongoing basis.

Task 3: Grant Administration

- Provide ongoing grant administration.

D. PROGRAM BUDGET:

The City also intends to use Coordinated Prevention Grant funds from the State Department of Ecology to pay for the programs/activities included in this Scope of Work. The budget shown only indicates program costs for the King County WR/R grant program.

| Budget Category | Estimated Hours | Hourly Rate | Estimated Costs |
|-------------------------------------|-----------------|--------------|---------------------|
| Task 1: Business Outreach | | | Cost |
| On-site consultations | 111 | \$54.00 | \$ 5,994.00 |
| Telephone assistance | 26 | \$54.00 | \$ 1,404.00 |
| Consultation reports | 69.5 | \$54.00 | \$ 3,753.00 |
| Follow-up calls | 49.3 | \$54.00 | \$ 2,662.20 |
| Task 2: Multifamily Outreach | | | |
| On-site consultations | 104 | \$54.00 | \$ 5,616.00 |
| Telephone assistance | 11.75 | \$54.00 | \$ 634.50 |
| Consultation reports | 30.95 | \$54.00 | \$ 1,671.30 |
| Follow-up calls | 30 | \$54.00 | \$ 1,620.00 |
| Task 3: Grant Administration | | | |
| 1. Program Management | 27.75 | \$54.00 | \$ 1,498.50 |
| 2. Project Expenses | | | |
| a. Mileage (Miles x .325) | | | \$ 350.00 |
| b. Office Supplies | | | \$ 250.00 |
| c. Miscellaneous/Contingency | | | \$ 171.50 |
| | | Total | \$ 25,625.00 |

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

Project Manager - \$70.00

Event Staff - \$55.00

Administrative Staff - \$40.00

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