



PROFESSIONAL SERVICES AGREEMENT PSA 6/30/2020

The City of Kirkland, Washington, a municipal corporation ("City") and Full Circle Environmental, Inc., whose address is 3111 37th Place South Seattle, WA 98144 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference. Attachment B is the proposal submitted by the consultant.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$66,508.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by

the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Environmental Education and Outreach Specialist or Solid Waste Programs Lead for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is June 15, 2025.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification.

This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

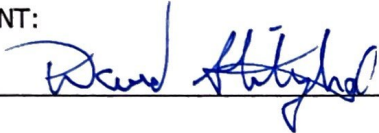
The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

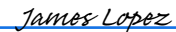
Signature: 

Printed Name: David Stitzhal

Title: President, Full Circle Environmental, Inc.

Date: 3/2/2024

CITY OF KIRKLAND:

Signature: 
James Lopez (Apr 8, 2024 14:59 PDT)

Printed Name: James Lopez

Title: Deputy City Manager for External Affairs

Date: Apr 8, 2024

ATTACHMENT A

Project Scope:

Through this work, Full Circle Environmental, Inc (consultant) will provide tailored technical assistance and education directly to businesses, focusing on identifying businesses in compliance with the Organic Management Law (OML) or needing to comply. The consultant will work with the City to develop project priorities including a collaborative development of a business recruitment plan to identify a list of businesses that need to comply with the law at each of the various stages and will assist in identifying future potential impacts of additional possible requirements. The consultant will add compost service and educate to increase usage of compost carts.

The goals of this task are to evaluate our current commercial organics program, address compliance with thresholds of the OML, and to conduct outreach with businesses to pursue best management options for organic waste.

The consultant shall develop and implement an outreach strategy including identifying commercial customers, developing marketing strategies and materials for compost diversion.

This work may include:

- Research and develop a list of businesses to target per the regulatory timeline, including identification of the businesses currently complying with regulation and number of businesses required to comply by January 1, 2026
- Evaluation of the City of Kirkland's current commercial composting program, including improvement opportunities and suggestions for future changes, with awareness of future subsidization cost impacts
- Identify and collect data on businesses currently composting on their own or through a separate hauler contract
- Conduct outreach to businesses, including but not limited to in-person meetings, emails, and phone calls
- Track and report on the success of the outreach efforts and the businesses' progress towards implementing an organics management plan
- Set up commercial compost service for new businesses
- Measure outcomes and conduct visual audits of containers pre and post outreach with eye on container volume, frequency of service, and contamination. These audits will inform calculations of waste diverted
- Report estimated number of pounds of organic waste reduced (includes edible food waste prevention activities) and diverted from landfill

ATTACHMENT B



Full Circle Environmental, Inc.
3111 37th Place South • Seattle, WA 98144
Phone: 206-
723-0528
www.fullcircleenvironmental.com

CITY OF KIRKLAND

2024 COMMERCIAL ORGANICS PROGRAM EVALUATION & OUTREACH



RESPONSE TO REQUEST FOR PROPOSALS

The City of Kirkland stands at an exciting crossroads, where emerging State policy requirements meet on-the-ground organics program implementation. This confluence of elements creates a potent setting for diverting organics from the landfill toward beneficial recovery. We believe that as the City's organics outreach program rolls out, Kirkland's businesses — considering the backdrop of the State's Organics Management Law (OML) requirements — will have a powerful incentive to consider, initiate, and expand their compost collection. The increase in organics diversion will yield significant benefits to climate change mitigation and resource conservation.

Full Circle Environmental and Triangle Associates are excited to present this proposal in response to the City's RFP. Please direct any questions to our team's primary contact: David Stitzhal, President, Full Circle Environmental, Inc. (stitzhal@fullcircleenvironmental.com; 206-852-3855).

Qualifications

Full Circle Environmental and Triangle Associates each have a long history of providing effective Waste Reduction and Recycling (WRR) technical assistance to businesses, schools, and multifamily properties across Washington State, on behalf of government clients. Full Circle has helped dozens of Bellevue businesses start organics collection, visited over 100 Kirkland businesses to encourage transit pass enrollment, and is supporting research to inform state-level policy decisions around managing compostable products. Triangle brings deep experience supporting organics diversion and resource conservation in schools and multifamily properties — creative education and motivating behavior change are their calling cards. Our firms have applied our complementary skill sets and worked collaboratively on a number of successful projects.

Prime Contractor: Full Circle Environmental, Inc.

Established: 1993 Employees: 4

Summary of Business Experience:

Our team brings to the table decades of combined WRR outreach and technical assistance experience.

We have provided program and policy implementation for Bellevue, Kirkland, Redmond, Issaquah, Renton, Seattle, Santa Monica, King County, Snohomish County, the Washington State Department of Ecology, the EPA, and other jurisdictions.

The Full Circle staff proposed for this project have all completed the McKenzie-Mohr Community-Based Social Marketing (CBSM) Training. Additionally, all Full Circle team members assigned to this Scope have direct experience supporting programs such as:

- WRR commercial outreach and technical assistance (including organics)
- Dumpster lid and leak research and compliance (business recruitment & outreach)
- Organics-focused technical assistance to schools and businesses



- Multifamily outreach and technical assistance
- Compliance-focused restaurant outreach for food packaging
- Business outreach and technical assistance for household hazardous waste

Full Circle has long been involved in the development, implementation, and evaluation of regional programs targeting specific waste stream components, including organics & food waste, mercury-containing lights, pharmaceuticals, paint, used motor oil, electronics, carpet, construction & demolition (C&D) debris, solar panels, and more. We have worked extensively with businesses, property managers, haulers, custodial staff, school communities, and other diverse stakeholders. Our team will bring a big-picture WRR perspective to the City of Kirkland’s Organics Program, including experience integrating on-the-ground, operational business assistance with such policy elements as State regulatory guidance for OML requirements, the single-use plastic bag ban, the expanded polystyrene ban, and restrictions on single-use serviceware.

Summary of Project Specific Experience:

During Full Circle’s 30 years of achieving measurable waste reduction and diversion, numerous projects in our portfolio have featured an organics component within our technical assistance. Our current work with the City of Bellevue has exceeded client goals for initiating new organics service at businesses. This success is born of our team’s strong outreach and relationship building skills and familiarity with the details and implications of the Organics Management Law. Full Circle’s organics experience is also evident in our work with the City of Issaquah’s “Restaurant Outreach on Food Packaging Ordinance Requirements” program, for which we assessed compliance with the City’s packaging ordinance, expanded commercial organics diversion, provided technical assistance, and worked closely with haulers.

Preventing food waste, promoting food recovery, and advancing composting have also been emphasized in our many schools-related projects. Our team has provided technical assistance, policy guidance, and evaluation support to the EPA’s Foodshare Program, the City of Seattle’s Fresh Fruits & Vegetables Program, King County’s Green Schools Program, and school WRR programs for Seattle Public Schools and the City of Bellevue.

Importantly, Full Circle has also developed relationships and familiarity with Kirkland’s business community through extensive direct outreach to encourage greater enrollment in King County Metro’s ORCA for Business transit pass programs in 2022 and 2023.

Subcontractor: Triangle Associates

Established: 1979 Employees: 49

Summary of Business Experience:



Triangle has been integral in cultivating durable outcomes for some of the most pressing environmental issues of the last 40 years through a two-pronged approach. Our Facilitation and Public Involvement Team provides neutral, third-party and project management services, and our Education Team provides education, community outreach, and technical assistance across King, Snohomish, and Spokane counties.

The Triangle Education team collaborates with schools, community groups, and multifamily property managers to deliver innovative outreach, technical assistance, and behavior change initiatives tailored for diverse audiences. The team specializes in waste reduction & recycling, composting & food waste reduction, climate change, renewable energy, stormwater, household hazardous waste, and more. Triangle is experienced in program evaluation measures, data analysis, and providing written reports and recommendations. Our team brings an exceptional blend of in-depth content knowledge, practical experience, creativity in engaging the public, educational best practices, and management expertise.

Summary of Project Specific Experience:

Triangle has honed its technical assistance expertise over the past two decades, advancing programs that foster behavior change and achieve organics diversion.

- As the prime contractor for the King County Green Schools Program for over a decade, we have worked closely with diverse stakeholders to implement school-wide composting programs, initiate food-share tables, and support food rescue and redistribution efforts.
- On behalf of World Wildlife Fund’s Food Waste Warrior program, Triangle has conducted school milk waste audits, tracked and analyzed data, and authored a nationally distributed business case for transitioning to bulk milk dispensers for K-12 schools.
- Triangle has also worked closely with local haulers, Republic Services, and WM, to provide technical assistance and classroom education on recycling and organics systems.

Triangle also enjoys connecting with and supporting wider communities outside of school facilities. We provide direct outreach to multifamily properties, on behalf of Seattle Public Utilities, to increase participation in recycling and organics collection programs. Triangle staff coordinate with property managers to evaluate signage, assess collection areas, distribute educational materials, start organics collection service, and recommend systems-level improvements.

SUMMARY TABLE OF MINIMUM QUALIFICATIONS LISTED IN THE RFP

The following table provides a convenient summary response to the RFP’s requested minimum qualifications. Additional detailed documentation of our team’s expertise, experience, background, skills, and creativity is provided throughout this proposal.

<u>Qualifications</u>	<u>Full Circle Environmental</u>	<u>Triangle Associates</u>
<p>Demonstrated expertise in developing & implementing compost commercial sector outreach programs.</p>	<ul style="list-style-type: none"> ● Full Circle has developed and implemented commercial compost outreach for the Cities of Bellevue, Issaquah, Seattle, and Redmond. Full Circle has provided compost, organics, and food diversion outreach to schools and school districts. ● Full Circle has deep experience working with organics haulers, processors, and certifiers. 	<ul style="list-style-type: none"> ● Triangle Associates has developed and implemented compost outreach initiatives in 24 school districts across King and Snohomish counties. ● Triangle has worked with World Wildlife Fund on national initiatives to reduce wasted food and milk in schools. Triangle maintains longstanding partnerships with waste haulers and compost collection providers.
<p>Experience working with city, county, or state governments.</p>	<ul style="list-style-type: none"> ● Full Circle has collaborated with City, County, State, and Federal entities, often to directly support resource conservation in their business communities. ● Full Circle is working with Washington Department of Ecology staff to research management standards for compostable products, informing the Legislature as directed by HB 1033. ● Full Circle has worked with WM and other haulers on behalf of government clients. 	<ul style="list-style-type: none"> ● Triangle Associates has worked on behalf of City and County government agencies since 1989 to support sustainability goals. ● Noteworthy partners include the cities of Bellevue, Sammamish, Maple Valley, Auburn, and Seattle, as well as the Solid Waste Divisions of King, Snohomish, Spokane, and Klickitat counties, and utilities including the Snohomish PUD and Seattle Public Utilities.
<p>Background in compost and recycling with the ability to provide insights on program recommendations.</p>	<ul style="list-style-type: none"> ● Full Circle’s staff have provided technical assistance to reduce waste, improve recycling, and expand organics diversion at thousands of businesses, from corporate cafeterias to local restaurants and business plazas. Our rich experience designing and implementing innovative initiatives to advance circular economies will inform Full Circle’s program recommendations. 	<ul style="list-style-type: none"> ● Waste reduction, recycling, and composting expertise is foundational for all Triangle educators. Each team member has wide-ranging experience working across multiple projects to design and implement programs. ● Triangle educators excel in clearly communicating with varied audiences in an easily understandable and accessible manner.

Project management and leadership skills as well as the ability to coordinate multiple tasks.	<ul style="list-style-type: none"> • Full Circle offers over 30 years of managing effective, results-oriented, award-winning projects. • Full Circle staff is skilled in managing projects with many complex moving parts. We bring a nuanced approach to planning and stakeholder engagement. Full Circle’s leadership style is inclusive and partnership oriented. 	<ul style="list-style-type: none"> • Triangle manages complex projects with multiple tasks. Our project managers bring expertise in team leadership, strategic planning, and program development. We value collaboration with internal teams, partner organizations, and community participants. • Triangle reliably delivers projects and reports on time, within budget, and often exceeding scoped deliverables.
Data analysis and report writing.	<ul style="list-style-type: none"> • Clients have praised Full Circle’s data analysis and project reports as clear, actionable, and responsive to documentation requirements. 	<ul style="list-style-type: none"> • Triangle brings experience collecting, and managing data, such as organics and recycling diversion rates, service levels, and pre/post waste assessments.
	<ul style="list-style-type: none"> • Full Circle staff have authored a number of peer-reviewed publications in the field of materials management. • Full Circle’s blind-reviewed mathematical model to calculate used motor oil and filter generation has yielded valuable program metrics. 	<ul style="list-style-type: none"> • Triangle annually drafts approximately 15 program reports. Each includes an analysis of survey data, an outline of objectives & measures taken, and thoughtful recommendations.
Experience working creatively, beyond basic recycling education assistance.	<ul style="list-style-type: none"> • For EPA, Full Circle laid groundwork for a solar-powered, containerized, refrigerated pantry to address student food security and provide clothing and school supplies. • Full Circle staff provided in-depth support to Redmond businesses, assessed complex account issues, and right-sized recycling as needed. Working with hundreds of multifamily properties on behalf of WM in King and Snohomish County required Full Circle’s team to shape recycling solutions to meet unexpected needs and factors. 	<ul style="list-style-type: none"> • Triangle specializes in engaging both adults and children in sustainability topics, including climate change, renewable energy, environmental justice, energy & water systems, resource conservation, and ecology. Our approach is tailored, hands-on, interactive, and inclusive of our audiences. • Triangle’s creative approaches to education include outreach quizzes, games, storytelling programs, theatrical school-wide shows, lunchroom “Trash Expos,” and more.

Staffing

The following highlights the experience and expertise of staff available to support this project. Full Circle staff will lead and direct the team’s outreach efforts, with Triangle Staff taking on a designated portion of technical assistance and supporting other project goals as needed.

Adam Ellner (he/him), Project Manager and Outreach Lead - Full Circle

Roles: Project management, program planning, implementation, and evaluation. Business engagement and assistance lead. The client’s primary, ongoing contact.

Experience and expertise: Adam has extensive experience providing technical assistance to businesses to improve organics diversion and WRR outcomes in Bellevue and Redmond. Adam’s project management portfolio includes leading Full Circle’s commercial outreach for the City of Kirkland to increase enrollment in ORCA for Business. Adam currently manages [the City of Renton’s Shift Green Program](#) on behalf of the City.

David Stitzhal (he/him), Principal-in-Charge - Full Circle



Roles: Strategic advising and program development. Available for regular consultation and backstop decision making.

Experience and expertise: David has been regularly called upon by governments to design resource conservation programs for residential, business, and school communities. His decades of in-depth program and policy experience will inform his strategic advisory role, and his competent and efficient leadership ensures this project will be completed on time and within budget.



Laurel Stitzhal (she/her), Business Engagement Specialist - Full Circle

Roles: Business engagement support, expert recommendations on nuanced situations, and program implementation guidance.

Experience and expertise: Laurel's rich history of direct business outreach and proven ability to navigate sensitive situations make her an invaluable member of Full Circle's outreach team. Laurel has a background as a mediator, and whether she is working with dry cleaners on hazardous chemicals, ironing out wrinkles between multifamily property managers and haulers, or teasing apart complex billing issues on behalf of municipal clients, she brings an unusual blend of engagement skills and subject matter expertise.



Jennifer Scales (she/her), Business Outreach & Technical Assistance Specialist - Triangle Roles: Direct

business engagement, assistance, and data gathering.

Experience and Expertise: Jennifer is a professional outreach educator and program manager. She brings over 14 years of experience developing engaging programs for youth and adult communities. Throughout her career, Jennifer has provided tailored WRR technical assistance to schools and multifamily properties. This includes increasing recycling & composting rates, commercial composting, and bulk milk programs. Jennifer currently manages programs offering technical assistance for the King County Green Schools Program, SPU Schools WRR Program, and the WM Bulk Milk in Schools Program.



Michelle Oakley (she/her), Business Outreach & Technical Assistance Specialist - Triangle

Roles: Direct business engagement, assistance, and data gathering.

Experience and Expertise: Michelle is an educator and project manager specializing in technical assistance for facilities and student teams. Formerly a longtime middle and high school science teacher, she brings a creative perspective to addressing barriers to behavior change. Michelle's expertise includes resource conservation, composting, environmental purchasing, school food share, pollution prevention, climate change, and hazardous waste management. Michelle currently manages Triangle's WRR technical assistance program to support multifamily properties in Seattle, and she leads the technical assistance schools team on behalf of WM.



Project Approach & Implementation Plan

Our team looks forward to coordinating with the City to achieve the RFP's goals, with specific attention paid to supporting Kirkland's business community, diverting organics from the landfill, and maximizing the generation of valuable compost. We envision focusing program launch discussions on aligning the City's detailed program knowledge and stakeholder insights with our team's organics outreach expertise and existing familiarity with Kirkland's business community. (We further anticipate integrating our work from the outset with evolving State programs that impact Kirkland businesses, such as the single-use serviceware law, single-use plastic bag ban, and expanded polystyrene ban.)

We suggest organizing an initial kick-off meeting, in which City and consultant staff delve into details of the Scope and develop project priorities. These conversations will inform the subsequent collaborative development of a business recruitment plan, to be crafted by Full Circle with the City's input following this meeting. Agenda items for our project kick-off might include:

- Evaluate and discuss currently available data, and identify additional data to gather as needed (and as available).
- Determine how baseline levels will be established to inform project goals and metrics.
- Discuss project goals and solidify evaluation metrics to quantify organics participation, diversion, contamination, regulatory compliance, program costs, and outreach outcomes.

- Take stock of educational resources and collection materials (flyers, posters, labels, bins, bag liners, etc.) the City can offer to support businesses' organics diversion efforts.

Starting with the steps listed above will allow the City-Consultant team to efficiently achieve the desired project goals and outcomes. Allow us to expand.

Evaluating Available Data: Assessing Kirkland businesses' current and future compliance with OML requirements will be accelerated by reviewing available service-level data, WM account information, business contacts, organics program costs, and records from King County Public Health (as the local health jurisdiction responsible for OML enforcement). Opportunities to dovetail technical assistance with King County Public Health's OML enforcement activities should be explored.

Furthermore, given that over 100 businesses and multifamily properties are already signed up for the City's organics collection program, our recruitment efforts will be crucially shaped by determining the current participation of high-volume generators, which have clear financial, regulatory, and environmental motivations to divert organic waste. We also recognize and support the City's endeavor to calculate overall program costs to the City if all regulated Kirkland businesses comply with the three OML phases. This calculation will also be well-informed by robust service-level and participation data.

Determining Baseline Metrics: Measuring progress toward project goals will entail the comparison of technical assistance outcomes to several baseline metrics drawn from the data sources mentioned above. Referencing a concrete list of Kirkland properties and businesses that already have compost collection service will enable the team to track *increased* participation during the technical assistance and audit period. We anticipate this to be fairly straightforward. However, identifying the list of businesses that need to comply with each stage of the OML will require gathering and analyzing a more complex set of data, and may involve extensive outreach to every business in Kirkland expected to comply with OML regulations. Leveraging accurate service-level data will somewhat reduce the project time required to complete this task. Nevertheless, since OML requirements are tied to the actual volumes of waste generated, rather than to service levels, ground truthing and site visits will still be required to complete this significant scope task. We look forward to having a robust conversation at program launch about the City's needs and expectations around data, reporting, and evaluation.

Discussing Project Goals and Priorities: The kick-off meeting will serve as a valuable opportunity to refine project goals and establish clear priorities that will guide the allocation of time between the technical assistance, evaluation, and reporting tasks of the scope. The extent to which the City desires to fully model the program costs of perfect OML compliance (as well as to evaluate detailed metrics, such as container volumes and fullness, frequency of service, and contamination), will impact the remaining project budget and dictate how much business recruitment and technical assistance can be conducted. We are confident that we can work with the City to hone in on a sweet spot that maximizes the environmental benefits of achieving increased organics diversion and reduction of edible food waste, while balancing the project's necessary evaluative and reporting components.

Diving into the Nitty Gritty: Based on the kick-off discussions outlined above, we will then develop recommendations for the efficient structuring of business outreach, recruitment, and assistance. We will identify specific business types, sizes, and geographic clusters to make outreach efforts efficient. (We have even discussed the possibility of conducting visual compost audits by bicycle, as we have found this is a much quicker way to do this type of fieldwork.) We will also strive to embed an equity lens into our outreach, engagement, and communications with businesses, and we have effectively employed multilingual educational materials in many commercial outreach projects.

Once we have aligned the priorities, budget, and recruitment preferences with the City's goals, we can then move on to the heart of this program: engaging businesses to increase organics diversion and participation. Our team's strengths in program design are well matched by our decades of effective outreach and technical assistance. Program success will depend on our proven abilities to make connections, build relationships, and motivate behavior change. In addition, we will equip businesses with best practices to minimize contamination, identify and address site-specific challenges, and carefully track data, all while keeping an eye on program evaluation and budget.

Our staff have found that it often takes several touches (emails, phone calls, and site visits) before a productive connection can be established with the appropriate contact. Business staff, managers, and owners are often busy, so we emphasize the legwork that we can do on their behalf to set up collection infrastructure and supply resources. Once established, it can take several additional touches before a business might agree to start organics service. Our success in initiating commercial organics service results from listening to the needs and values expressed by each business, and then tailoring our messaging to highlight the benefits that motivate that particular business, which could include supporting local farmers, reducing garbage costs, doing their part to address climate change, keeping materials circulating in the economy, or appearing "green" to their customers.

Additionally, since the OML was passed, referencing upcoming State requirements has effectively captured businesses' attention and led to high rates of engagement during organics outreach. Including such messaging also frames the City in a positive light as the generous entity offering free resources and assistance to help its businesses "get ahead" of this new State law.

With new organics service starts, our outreach team will attentively conduct visual audits of all waste containers to document fullness and contamination rates on the day before collection. These audits will inform our calculations of total organic waste diverted and support LSWFA reporting.

In this context, we would like to bluntly share our takeaways from working with LSWFA reporting requirements in our past commercial organics and WRR technical assistance projects. We have found LSWFA reporting methodology to be overly demanding without yielding useful data. Specifically, we observed that some of our biggest diversion wins were numerically negated when subjected to the required parameters of the LSWFA tracking spreadsheet. Furthermore, if not careful, project time can be diverted away from actual business assistance solely to satisfy LSWFA reporting requirements, which often yield paradoxical negative numbers rather than informative, actionable data. We are certainly experienced with LSWFA tracking, and we stand ready to support the City's reporting requirements. Nevertheless, due to our past experience, we recommend finding an efficient way to manage LSWFA requirements and maximize the budget available to help Kirkland's businesses reduce greenhouse gasses, recover valuable nutrients, prevent food waste, and comply with State laws.

Anticipating Complexities: Of course, nothing is ever as clear as it seems, and we have experience adapting to many twists and turns while implementing WRR and organics projects. In anticipation of potential factors that could affect the achievement of project goals, we offer the following questions and considerations. We look forward to discussing these at a kick-off meeting and working to creatively address issues and opportunities as they arise through regular client communications.

- *Focus on new organics collection accounts or maximum organics diversion?*

Outreach to a high-volume multifamily property will likely generate more diversion per outreach hour than engaging a shopping plaza with many small businesses sharing a waste account managed by the property, which would require participation by individual commercial tenants and a property manager's approval. However, the latter example would yield more new starts. Clarifying the City's priorities will frame and guide project success.

- *Provide WRR support so ineligible businesses can qualify for organics service?*

If a business with more garbage service than recycling service wants to start organics collection, our team is practiced at providing WRR support to optimize service levels. This would require additional technical assistance and resources for waste reduction and recycling efforts, yielding environmental benefits, yet taking time away from other project priorities.

- *Include front-of-house organics as well as back-of-house?*

When working with food service businesses, City direction on this question will impact the depth and elements of technical assistance that are appropriate. Different types of posters, bins, and labels tend to be more appropriate for front-of-house and back-of-house of organics. Collecting materials front-of-house will lead to both more diversion and contamination.

- *Will no-cost collection infrastructure be offered to help businesses start diverting organics?*

We are very pleased to know that the City is providing printed outreach and educational materials, and that materials from Ecology will be available as well. We have found that offering no-cost internal collection bins addresses a key initial barrier to participation. Providing businesses with a starting supply of compostable liner bags also reduces the initial sting of expenses required to set up their collection system. Many businesses cite the cost of compostable bags as a significant barrier to participation, so we will be interested to learn whether the City is open to providing such infrastructure. Considering equity, any financial burdens the City can alleviate will help businesses with the smallest margins most significantly.

Again, we are confident the City and our team will find approaches to effectively integrate these considerations into project activities, while meeting all reporting needs and evaluation goals. The Full Circle and Triangle team look forward to working hand-in-hand with the City and its business community to channel substantial quantities of organic waste away from the landfill and toward creating nutrient-rich compost that supports local communities and food systems.

Relevant Projects

Full Circle Projects:

- City of Kirkland - Transportation Demand Management & Commute Trip Reduction
From 2022 to 2023, the City of Kirkland embarked on a project to encourage businesses (with under 100 employees) to sign up for King County Metro’s ORCA Business programs to improve access to transit options for their employees. David Stitzhal helped prime firm C+C shape program strategy, while Adam Ellner took the lead on implementing several rounds of outreach to 113 businesses across Kirkland. Adam managed the project, conducted extensive in-person outreach, and provided follow up with businesses by phone and email. This project deepened our familiarity with Kirkland’s business community, and the relationships Adam developed will tremendously benefit our work to increase commercial organics diversion.
- City of Bellevue - Commercial Waste Reduction & Recycling Technical Assistance
Since 1993, Full Circle has provided WRR technical assistance on behalf of the City of Bellevue to help its businesses reduce waste, improve recycling, and start compost collection. Our team has worked with hundreds of businesses of every shape and size, a number of which have received awards and recognition for their WRR initiatives that we helped support. This breadth of technical assistance experience has honed our capacity to deliver effective outreach and motivate behavior change. Since the passage of HB 1799, this work in Bellevue has focused on increasing organics diversion to ensure compliance with OML requirements. We have met with business owners, distributed materials, and trained staff to help dozens of businesses begin compost collection.
- City of Redmond - Service Level Assessment and Waste Reduction & Recycling Outreach For many years, Full Circle provided WRR technical assistance to Redmond businesses. In 2022 and 2023, the project added a new element to focus support on businesses with weekly recycling volumes listed at over 200% of their garbage volume, and thus, beyond the threshold of eligibility for no-cost recycling collection as dictated by the City’s contract with WM. Our team analyzed service level data and coordinated with City and WM representatives to clarify account discrepancies that were identified through our subsequent commercial outreach. We helped many businesses and multifamily properties optimize their service levels, saving them tens of thousands of dollars by solving problems involving complex account issues.
- City of Issaquah - Restaurant Outreach on Food Packaging Ordinance Requirements The City of Issaquah took a leadership position in passing an ordinance to ban expanded polystyrene foam packaging, while also requiring food service businesses to use either compostable or recyclable service ware and to provide recycling and compost both in the front and back-of-house. Full Circle was hired to undertake a thorough canvass of all non-complying businesses to identify issues, provide technical assistance (in English and Spanish), and help each restaurant work toward compliance. By working with staff, business owners, property managers, service providers, City staff and City Council, we were able to expand compliance and dramatically increase organics diversion.

Triangle Projects:

- Seattle Public Utilities - On-Site Multifamily Solid Waste Support.
Triangle provides technical assistance to help multifamily facility staff improve residents’ participation in recycling and food waste collection programs. Our team meets one-on-one with property managers to assess signage in trash rooms and collection areas, and then provides materials (such as posters, stickers, and food waste baskets) to help buildings improve sorting. Triangle carefully tracks correspondence with property managers and communicates regularly with the Client and project partners to provide status updates and offer feedback.

References

Full Circle References:

Project: Commercial Waste Reduction & Recycling Technical Assistance

Client: City of Bellevue Contact: *Erin Hislop*, Conservation & Outreach Admin. Email:
EHislop@bellevuewa.gov Phone: (425) 452-6197

Project: Transportation Program Coordinator

Client: City of Kirkland Contact: *Blair Daly*, Transportation Program Coordinator Email: bdaly@kirklandwa.gov Phone: (425) 587-3924

Project: Commercial WRR Outreach & Technical Assistance; Service-Level Optimization Client: City of Redmond Contact: *Stacey Auer*, Environmental Program Admin.

Email: SLAUER@redmond.gov Phone: (425) 269-9512

Triangle References:

Project: King County Green Schools and WRR Schools Program

Client: King County Solid Waste Div. Contact: *José Ochoa*, Green Schools Program Manager Email: jochoa@kingcounty.gov Phone: (206) 263-5958

Project: Recycle Right Schools Programs (Snohomish, Spokane, and King Counties)

Client: WM Contact: *Joel Kohlstedt*, Partnership Manager Email: jkohlste@wm.com Phone: (425) 652-0862

BUDGET

TASK ACTIVITY	STAFF	HRS	HOURLY RATE	COST	% OF TOTAL COST
TASK 1: Commercial Outreach, Technical Assistance, & Evaluation					
	D. Stitzhal	30	\$190	\$5,700.00	
	Ellner	146	\$155	\$22,630.00	
	L. Stitzhal	25	\$135	\$3,375.00	
	Scales	40	\$145	\$5,800.00	
	Oakley	40	\$130	\$5,200.00	
			Subtotal	\$42,705.00	64%
TASK 2: OML Compliance & Program Assessment *					
	D. Stitzhal	20	\$190	\$3,800.00	
	Ellner	75	\$155	\$11,625.00	
	L. Stitzhal	3	\$135	\$405.00	
	Scales	0	\$145	\$0.00	
	Oakley	0	\$130	\$0.00	
			Subtotal	\$15,830.00	24%
TASK 3: Project Management, Invoicing, & Reporting					
	D. Stitzhal	10	\$190	\$1,900.00	
	Ellner	30	\$155	\$4,650.00	
	L. Stitzhal	0	\$135	\$0.00	
	Scales	3	\$145	\$435.00	
	Oakley	3	\$130	\$390.00	
			Subtotal	\$7,375.00	11%
TOTAL LABOR		425		\$65,910.00	
BUDGET COMPONENTS	Dollars	Hours	Percent by \$		
D. Stitzhal	\$11,400.00	60	17%		
Ellner	\$38,905.00	251	58%		
L. Stitzhal	\$3,780.00	28	6%		
Scales	\$6,235.00	43	9%		
Oakley	\$5,590.00	43	8%		
TOTAL EXPENSES (Mileage, etc.):				\$598.00	1%
TOTAL 2024-25 BUDGET				\$66,508.00	100%
* Depending on the level of desired detail for this assessment, budget could be allocated to/from Task 2 to appropriately match City priorities.					










Professional Services Agreement Full Circle (32400099)


Final Audit Report

2024-04-08

Created:	2024-03-19
By:	Franz Lumbad (FLumbad@kirklandwa.gov)
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-  Document created by Franz Lumbad (FLumbad@kirklandwa.gov)
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