 

**Take it Back Network**

# PRODUCT STEWARDSHIP PROGRAM

**2019-21 Guidelines and Agreement Form**

**For** (Business or Organization Name)**:**

# DESCRIPTION OF PROGRAM

The Take it Back Network promotes the concept of PRODUCT STEWARDSHIP to a broad audience. This audience includes manufacturers, retailers, their customers and other consumers, plus businesses and service providers. PRODUCT STEWARDSHIP is an environmental management strategy described as follows: Whoever designs, produces, sells, or uses a product takes responsibility for minimizing the environmental impact a product has throughout its entire life cycle.

For consumers, that means making environmentally sound purchase decisions and ensuring that the used product is returned to an appropriate location for reuse or recycling. For manufacturers, retailers, and other businesses, that means many things, including designing products that are more environmentally friendly and providing options for managing the products at the end of their useful life. Product stewardship includes providing convenient locations where customers and consumers can return used products for reuse and recycling.

The goal of the Take it Back Network is to establish a convenient and environmentally sound voluntary product return infrastructure and program whereby customers and other consumers can return specific products to participating network service providers. These service providers agree to receive, reuse, recycle or properly dispose of the products. Service providers participating in the Take it Back Network will be known as “Network Participants.”

1. **KING COUNTY COMMITMENT**

King County (the “County”) intends to promote the Take it Back Network to raise community interest and participation. In order to establish a comprehensive Take it Back Network*,* the County will work with local businesses to help identify service providers that will accept and pledge to manage used materials in an environmentally sound manner.

The County will promote the Take it Back Network through printed brochures and a website. Other promotional efforts will be conducted as budget allows. The County will make appropriate changes to Take it Back Network program materials and the website upon receipt of written notification of these changes from the Network Participants. Items subject to change at the discretion of the Network Participant include the types of equipment or materials accepted, acceptance policies, fees or recycling vendors.

The County will provide information and regular updates about the Take it Back Network program to all Network Participants.

The County has sole discretion to determine whether a service provider will be identified as a Network Participant for the Take it Back Network. Identification and program status as a Network Participant by the County is solely within the County’s discretion and does not create any legal rights, substantive or procedural, against the County.

1. **PARTICIPATION IN THE TAKE IT BACK NETWORK**

Participation by service providers in the Take it Back Network program is completely voluntary.Any entity that meets the program requirements and adheres to and promotes the goals and intent of the Take it Back Network may participate in the Network.

Service providers must have been in business for at least one year, as demonstrated by a Master Business license. The organization must have at least one facility located in King County where both businesses and residents can take their equipment or materials for recycling. In lieu of a facility where business and residents can drop off their equipment or materials for recycling, service providers may provide pick up services for used products. The pick-up services must be available to both residents and businesses in King County at a reasonable fee.

# TAKE IT BACK NETWORK PARTICIPANT COMMITMENT

# Network Participants are expected to accept the items they have specified on the attached Agreement Form and ensure that these items are managed in an environmentally sound and responsible manner through reuse and recycling. Network Participants are responsible for the cost of managing the materials they accept for reuse and recycling. Each Network Participant is responsible for determining the price they charge their customers to cover such costs and provide these services.

Network Participants pledge to share information about customer response, the amount of materials recycled by product type, downstream destinations for hazardous materials, and general improvement ideas with the County on a quarterly basis. Network Participants will accept the items they identify on their Agreement Form and undertake their Take it Back Network activities in conformance with these guidelines.

The Network Participants shall notify the project manager, via email or letter, of any changes to the program services outlined on the attached Agreement Form. **Items that are subject to change at the discretion of the Network Participant include the types of equipment or materials accepted, acceptance policies, fees or recycling vendors.** Changes to Take it Back Network program materials and website will be made upon receipt of the written notification. Failure to provide notification to the County about program changes may disqualify a Network Participant from participation in the Network, and they will be removed from the County’s Take it Back Network program.

Send program and service changes to the project manager, Lisa Sepanski or designee at:

Address: King County Solid Waste Division

201 S. Jackson St., Room 701

Seattle, WA 98104

Email: lisa.sepanski@kingcounty.gov

1. **REUSE AND RECYCLING STANDARDS**

**Electronic equipment:** Recyclable commodities include plastics, metals and glass. All recyclable materials that are received as part of the Take it Back Network and are not sent into the reuse market must be recycled. Network Participants must ensure that reused and recycled materials are handled and processed in a manner that does not adversely impact the environment and are in compliance with all local, state and federal environmental regulations and standards.

***Participation in E-Cycle Washington***

State law requires computer and television manufacturers that sell their products in Washington State to finance and provide recycling services for computers, televisions, and monitors (also called “Covered Electronic Products” or CEPs). The Washington Materials Management and Financing Authority (WMMFA [www.wmmfa.net](http://www.wmmfa.net)) was created to implement the electronics recycling program on behalf of the manufacturers. The recycling program, called E-Cycle Washington ([www.eCycleWashington.org](http://www.eCycleWashington.org)), began operations in January 2009 and provides free recycling of CEPs to households, small governments, small businesses, and charities.

Licensed electronics collectors in Washington State can serve as “collectors’ for the E-Cycle Washington program. CEPs collected for submission to the E-Cycle Washington program shall be collected at no charge. Collectors will be compensated for their services by the Washington Materials Management and Financing Authority.

Take it Back Network members can become “collectors” for E-Cycle Washington allowing them to collect computers, monitors and TVs without charging qualifying customers a fee. In order to participate in the E-Cycle Washington Program and be paid by the WMMFA for collecting CEPs, a collector must:

* Submit an initial [registration to the Dept. of Ecology](http://www.ecy.wa.gov/programs/swfa/eproductrecycle/instructions.html) (<http://goo.gl/ofhxG>) to collect CEPs.
* Update the registration information within 14 days of any changes.
* Renew registration annually between June 1 and September 1.
* Meet certain performance standards defined in [WAC 173-900-450](http://apps.leg.wa.gov/wac/default.aspx?cite=173-900-450) (<http://goo.gl/hWhSb>).
* Negotiate terms of payment with the WMMFA

Approved collectors are listed on the “Collector Registration List” on Ecology’s website: <https://fortress.wa.gov/ecy/ecyclepublic/UILists/collector.aspx>.

**5. EXPORT OF MATERIALS**

Consistent with the decisions of the international Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, Take it Back Network Participants will not export hazardous electronic waste for recycling, disposal, or repair from developed to developing countries either directly or indirectly through intermediaries.

The items covered under the term “electronic hazardous waste” are based upon the definitions of “hazardous waste” adopted by the Basel Convention <http://www.basel.int>. For the purposes of this program, "hazardous electronic wastes" are any of the following: waste cathode ray tubes and circuit boards, whole or in part, or any devices containing them, as well as mercury-containing devices. This would include whole computer monitors, televisions, central processing units, laptop computers, cell phones and certain peripherals.

All materials that can be repaired for reuse or are recycled must be handled domestically or in developed countries belonging to the European Union (EU) or the Organisation of Economic Cooperation and Development (OECD). Entities that export electronic hazardous wastes to developing nations for repair, recycling or disposal are not eligible to participate in the Take it Back Network. Please visit <http://europa.eu/about-eu/countries/index_en.htm> for a list of EU member states and [www.oecd.org](http://www.oecd.org) for a list of OECD countries.

**6. DOCUMENTATION OF QUANTITIES OF RECYCLED MATERIALS**

All participants in the Take it Back Network shall provide quarterly documentation on the quantities of televisions, CPUs and laptop computers, monitors, cell phones, and other peripherals that are recycled. This quarterly tracking documentation does NOT include merchandise that is resold as a part of doing business as a retailer of used computers and/or electronic products.

The documentation will be due to the King County project managers at the close of every quarter. Quarters are defined as:

Quarter 1: January – March

Quarter 2: April – June

Quarter 3: July – September

Quarter 4: October – December

A tracking form for this purpose is included in the Appendix of these Guidelines. Failure to provide quarterly documentation to the County will disqualify a Network Participant from participation in the Take it Back Network program, and their name will be removed from the County’s Take it Back Network promotional materials.

**7. CERTIFICATE OF RECYCLING**

All participants will also have available a “Certificate of Recycling” to be provided upon request to all customers. The Certificate will include the type of product or material accepted, the name, location and phone number of the final processing facility that will recycle the material and the process used to recycle the materials. All Network Participants must submit a sample copy of the "Certificate" to King County as a requirement of participation in the Take it Back Network.

**8. WASHINGTON DEPARTMENT OF ECOLOGY REQUIREMENTS**

**Electronics**: Network Participants that handle electronic equipment are expected to comply with the [Department of Ecology’s Interim Enforcement](http://www.ecy.wa.gov/pubs/0204017.pdf) Policy (“Policy”) for management of cathode ray tubes and related electronic waste (Publication Number 02-04-017). This policy describes the conditional exclusion for recycling cathode ray tubes and related electronic wastes and the methods for proper handling of this equipment under the state’s Dangerous Waste Regulations (Chapter 173-303 WAC).

Participants that handle electronic equipment must notify the Department of Ecology of their intent to handle electronics in accordance with the Policy, and undertake other actions that the policy may require. Network Participants shall submit a copy of their notification letter to the County. The Policy (PDF) may be obtained at: <http://www.ecy.wa.gov/pubs/0204017.pdf> Please contact Lisa Sepanski at 206-477-5286 or [Lisa.Sepanski@kingcounty.gov](mailto:Lisa.Sepanski@metrokc.gov) with questions about the electronics recycling requirements.

**9. TERM OF THE AGREEMENT**

This Agreement is valid for two (2) years upon counter signature by King County. Agreements may be renewed in a two-year (2) basis at the sole discretion of King County Solid Waste Division.

**10. AMENDMENT**

This Agreement may be amended in writing by King County. Execution by the Network Participant of any written amendments is a requirement for continued participation.

**11. MASTER BUSINESS LICENSE**

Network Participants must have a Master Business license filed with the Washington State Secretary of State for at least one (1) year prior to the execution of the Participant Agreement.

New members must provide a copy of the Business License (**hereafter Exhibit A**) with the Agreement Form.

**12. INSURANCE**

Attached to this Agreement, the Network Participant shall provide evidence to the County, in the form of a Certificate of Insurance (**hereafter Exhibit B**), of the following insurance coverage levels. Updated insurance information must be provided to the County when the insurance policy is renewed by the organization each year. Failure to provide this information may result in termination from the program.

General Liability including Products-Completed Operations: $1,000,000 Per Occurrence

$2,000,000 Aggregate

Workers Compensation: Statutory

Employer's Liability/Stop Gap: $ 1,000,000

Cancellation Clause should be 30 days.

The Certificate of Insurance shall list as the "Certificate Holder":

King County Solid Waste Division

201 S. Jackson St., Room 701

Seattle, WA 98104

**13. INDEMNIFICATION**

The Network Participant shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever arising or in any way resulting from actions by the Network Participant and/or its subcontractors/vendors pursuant to this Agreement. The Network Participant 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 Network Participant's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to negligence, failure to comply with applicable federal, state or local regulations, and improper disposal of electronic equipment (in whole or in part).

### 14. TERMINATION

Participation in the Network may be terminated by either the Network Participant or by King County, for any reason, upon thirty (30) days advance written notice. King County may terminate the Network Participant's Agreement and involvement in the Network prior to the annual renewal/termination date. In that event, there is no appeal process for the terminated Network Participant. Network Participants should be aware, however, that printed materials promoting their service may continue to be distributed to the public until the printed materials are updated. The former Network Participant is responsible for informing the public of their current status in the Network. Termination shall not limit, waive, or extinguish any right or remedy provided by the above Indemnification.

## Agreement Form

We have read and agree to the **Take it Back Network** Guidelines and agree to receive the products indicated on this Form and ensure that they are reused, recycled or disposed of responsibly.

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Contact Person:** |  |
| **Contact Person’s Email Address:** |  |
| **Contact Person’s Phone Number:** |  |
| **Mailing Address:** |  |
| **Company Description to be listed on the brochure and website:** |  |
| **Address to be listed on the brochure and website (leave blank if you do not want the address listed)** |  |
| **Email Address to be listed on the brochure and website:** |  |
| **Phone Number(s) to be listed on the brochure and website:** |  |
| **Fax # to be listed on the brochure and website:** |  |
| **Website Address to be listed on the brochure and website:** |  |
| **Days and Hours of Operation:** |  |
| **Description of Recycling Services:** |  |
| **Pick-up?** |  |
| **Drop-off?** |  |
| **Description of Restrictions** (e.g., conditions, quantities, etc.)**:** |  |

**Electronics**

|  |  |  |
| --- | --- | --- |
| **Are you participating in the E-Cycle Washington Program?** [**www.ecyclewashington.org**](http://www.ecyclewashington.org) | YES we accept computers, laptops, tablets, monitors and TVs without charging a fee as part of the E-Cycle Washington program.  NO we are not part of the E-Cycle Washington Program | |
| **Ecology Registration #:**  **Go to the Ecology website to find your registration number**  <https://fortress.wa.gov/ecy/ecyclepublic/UILists/collector.aspx> |  | |
| **Electronic Products Accepted** | **Type and Description** | **Recycling Fees** |
| Computers, Laptops, Tablets |  |  |
| Monitors |  |  |
| Televisions |  |  |
| Audio/Video |  |  |
| Cell phones/Smart phones |  |  |
| Copiers/Printers/Fax/All-In-One |  |  |
| Gaming Devices |  |  |
| Other Electronics (please list) |  |  |
| Batteries: Alkaline |  |  |
| Batteries: Button |  |  |
| Batteries: Rechargeable |  |  |
| Batteries: Lead acid (vehicle, UPS (uninterruptible power supply)) |  |  |

**Take it Back Network Agreement**

***SIGNATURES***

Approved for:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/Organization Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Signature

Approved for King County:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pat D. McLaughlin, Division Director Date

King County Solid Waste Division FOR

Dow Constantine

King County Executive

#### Complete the form and chart, sign and return to:

#### Lisa Sepanski

#### Email: [lisa.sepanski@kingcounty.gov](mailto:lisa.sepanski@kingcounty.gov)

#### King County Solid Waste Division

#### 201 S. Jackson Street, Room 701

#### Seattle, WA 98104

**APPENDIX A**

***DEFINITIONS***

**"Certificate of Recycling"** is defined as a letter or other documentation that states where and how the recyclable equipment will be properly recycled in accordance with all Federal, State and local requirements. The Certificate will include the type of product or material(s) accepted, the name, location and phone number of the final processing facility that will recycle the material(s) and a description of the process used to recycle the material(s).

**“Electronic Hazardous Waste”** is defined using the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (<http://www.basel.int/about.html>) definitions of hazardous wastes as interpreted in Annex I, III and VIII. Based upon these listings of internationally agreed hazardous wastes, “electronic hazardous waste” is defined as devices containing circuit boards, cathode ray tubes, devices, such as fluorescent bulbs and tubes that contain mercury and devices that contain PCBs. This would include computer monitors, central processing units, laptop computers, and peripherals such as printers and fax machines.

**“Recycling”** is defined as transforming or remanufacturing materials into usable or marketable materials for use other than incineration (including incineration for energy recovery) or other methods of disposal. For the purpose of this agreement, recycling is defined as disassembling computer equipment into separate material streams such as glass, aluminium, plastic, and precious metals, to be ultimately used as a feedstock for new products.

**“Reuse”** is defined as putting working equipment back into service through sales or donation of this equipment, or by repairing non-working equipment for this same purpose.

***OECD COUNTRIES***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Australia | Austria | Belgium | Canada | Chile |
| Czech Republic | Denmark | Estonia | Finland | France |
| Germany | Greece | Hungary | Iceland | Ireland |
| Israel | Italy | Japan | Korea | Luxembourg |
| Mexico | Netherlands | New Zealand | Norway | Poland |
| Portugal | Slovak Republic | Slovenia | Spain | Sweden |
| Switzerland | Turkey | United Kingdom | United States |  |

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**Quarterly Reporting Form**

# Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Quarter/Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Month** | TVs (CRT, flat screen) | **Computer Monitors (CRT, flat screen)** | **CPUs, Laptops Tablets** | **Cell Phones** | **Other electronics (peripherals, A.V., household electronics)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| TOTALS |  |  |  |  |  |

All Take it Back Network members shall provide quarterly documentation on the quantities of TVs, computers, tablets, monitors, cell phones, and peripherals that are recycled from King County customers. This quarterly tracking documentation does NOT include working merchandise that is resold or donated as a part of doing business as a retailer or charitable organization. Monthly totals should be indicated numerically in pounds in the appropriate cells, then totalled for the quarter.

Email or mail to Lisa Sepanski, lisa.sepanski@kingcounty.gov, King County Solid Waste Division, 201 S. Jackson Street, Suite 701, Seattle, WA 98104.