

RESOLUTION R -3369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CONTRACT WITH METROCENTER YMCA REGARDING HAZARDOUS WASTE COLLECTION DAY AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN SAID CONTRACT ON BEHALF OF THE CITY.

Whereas, certain household wastes are defined as moderate risk wastes under State law and should not be disposed of through routine collection, transfer and disposal in landfills; and

Whereas, a hazardous waste collection day will focus attention on and educate the public about the need to properly dispose of hazardous wastes as well as providing a method of removing some of these wastes from the waste stream; and

Whereas, public health and welfare will be enhanced by removal of as much hazardous waste from the waste stream as possible; and

Whereas, Metrocenter YMCA is coordinating with King County, the City of Seattle, METRO, other jurisdictions and the private sector in planning a hazardous waste collection day in King County for the purpose of providing locations for County residents to bring household-generated potentially hazardous waste for proper disposal; and

Whereas, the household hazardous waste collection day is planned for May 30, 1987; 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 contract with Metrocenter YMCA for fiscal management of hazardous waste collection day, copy of which is attached to the original of this Resolution, and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th day of April, 1987.

Signed in authentication thereof this 20th day of April, 1987.

Doris Cooper

MAYOR

ATTEST:
Tom J. Anderson

Director of Administration & Finance
(ex officio City Clerk)

Fiscal Management Agreement--Seattle/King CountyHousehold Hazardous Waste Collection Day

This Agreement, dated this _____ day of _____, 1987, is between _____, a municipal corporation of the State of Washington, hereinafter referred to as _____ and Metrocenter YMCA.

It is mutually agreed as follows:

- I. Services _____ by Metrocenter YMCA
 - A. Metrocenter YMCA shall coordinate publicity and activities on behalf of _____ for the Seattle/King County Household Hazardous Waste Collection Day on May 30, 1987 (hereinafter "Collection Day"). Collection Day operations are governed by separate agreements among the chemical processing companies (Northwest Enviroservices, Inc., Crosby and Overton, Inc., and Chemical Processors, Inc.), the municipal corporations which own the respective sites of collection activity (King County, City of Seattle, City of Bellevue, City of Kent), and Metrocenter YMCA.
 - B. Metrocenter YMCA shall serve as fiscal agent on behalf of _____ for the Collection Day.
 - C. Metrocenter YMCA shall collect a detailed report and invoice from each of the chemical processing companies serving as

contractors for the Collection Day (Northwest Enviro-services, Inc., Crosby and Overton, Inc., and Chemical Processors, Inc. hereinafter "companies"). The detailed report shall include

- copies of manifests;
- description and quantity of each type of material disposed of;
- the mode of disposal;
- the mode of transportation;
- and the itemized cost of containers, packing materials, transportation, and disposal or processing of the collected waste.

The companies shall not invoice for the costs of personnel and equipment involved in planning the Collection Day or in carrying out operations on the site. The total invoice cost shall not exceed \$235 per 55-gallon drum without a documented written explanation of the reason for exceeding that figure.

D. Metrocenter YMCA shall invoice _____ for its proportionate share of the total costs invoiced by the companies using the following formula:

1. 35% of the total shall be billed to the Municipality of Metropolitan Seattle.
2. The remaining 65% shall be billed to all other municipal participants in proportion to their percentage of the aggregate population of all municipalities participating in the Collection Day. For the purposes of this calculation, the population figure used shall be the 1985

King County Estimated Population. The King County share shall be computed based on the population of the unincorporated area of King County.

E. It is understood that the best current estimate of the cost is approximately 7 cents/capita, but that cost will vary according to the number of participating entities, and the amount and nature of the waste collected. It is agreed that Metrocenter will provide a list of participating entities and amount billed to each to accompany the invoice.

F. In serving as fiscal agent, Metrocenter YMCA is responsible for the coordination of billing and payment procedures. Metrocenter YMCA is not responsible for the accuracy of the billings submitted. In the event of a dispute between a chemical company and one or more municipalities, Metrocenter YMCA shall not be responsible for dispute resolution, but shall hold any sums under dispute until the dispute has been resolved.

II. Responsibilities of _____

A. _____ shall within 30 days of the receipt of the invoice and satisfactory documentation from Metrocenter YMCA pay the amount invoiced.

III. Modification

A. No change, alteration, modification or addition to this contract will be effective unless it is in writing and properly signed by the parties hereto.

IV. Counsel

A. Parties to this agreement have the right to seek independent counsel to review this agreement; and have exercised that right if so desired.

In Witness Whereof, the parties have executed this agreement on the date first above written.