

RESOLUTION R - 3460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN ON BEHALF OF THE CITY OF KIRKLAND AN AMENDMENT TO THE EXISTING CONTRACT FOR GARBAGE COLLECTION AND DISPOSAL BETWEEN THE CITY OF KIRKLAND AND SNO-KING GARBAGE COMPANY, INC., INCLUDING AN EXTENSION OF THE TERM THEREOF.

Be it resolved by the City Council of the City of Kirkland as follows:

Whereas, the City of Kirkland operates, under the authority of Chapter 16.12 Kirkland Municipal Code, its own garbage collection utility, and

Whereas, it has been determined by the City of Kirkland, that the collection and disposal of garbage and refuse within the City of Kirkland can best be done by contract between the City and a private contractor, and

Whereas, the term for the current contract between the City of Kirkland and Sno-King Garbage Company, Inc. ends December 31, 1988, and

Whereas, Section 16.12.010 of the Kirkland Municipal Code authorizes the City to, by negotiation, extend the life of such contract in lieu of calling for bids for a new contract, and

Whereas, the Kirkland City Council finds that a limited extension of the current contract is in the best interest of the City and the residents thereof in order to permit additional time to study, review, and assess recycling and other solid waste stream reduction options, including pilot programs presently being carried on or proposed by Kirkland and other municipal jurisdictions within King County, 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 negotiate and sign on behalf of the City of Kirkland, certain amendments to the existing Garbage Collection and Disposal Contract between the City of Kirkland and Sno-King Garbage Company, Inc., including an extension for one-year of the term of said contract, together with an option on the part of the City to extend for an additional year. A copy of said proposed contract amendments are attached to the original of this Resolution

and by this reference approved by the City Council and incorporated herein as though fully set forth.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 7th day of June, 1988.

Signed in authentication thereof this 7th day of June, 1988.


MAYOR

ATTEST:


City Clerk

AMENDMENT TO CONTRACT APPROVED BY KIRKLAND CITY COUNCIL
RESOLUTION R 3011, ADOPTED APRIL 18, 1983, BETWEEN THE CITY OF
KIRKLAND AND SNO-KING GARBAGE COMPANY.

That certain agreement entered into by and between the City of Kirkland, a non-charter code City, hereinafter called "City", and Sno-King Garbage Company, Inc., hereinafter called "Contractor", pursuant to City of Kirkland Resolution R3011, adopted by the Kirkland City Council on April 18, 1983, in consideration of the mutual promises, covenants, and agreements contained herein, is hereby amended as follows [New language underlined, deleted language lined through [---]]:

Section 2.1 amended:

2.1 Term: This contract shall commence on July 1, 1983 and end on [~~December 31, 1988~~] December 31, 1989, subject nevertheless, to the right of the City to further extend the contract term, at its option, for one additional year. During the said term, Contractor agrees to collect and remove all refuse, garbage, rubbish, ashes, and swill from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places of accumulation, all in accordance with the contract as contained herein, and Contractor shall make a complete and thorough collection and disposal thereof.

"Hazardous waste" as defined in Section 2, Kirkland Ordinance 2708 is not included within the scope of this contract. Contractor shall neither collect, transfer, nor dispose of hazardous waste at any time while performing under this contract. Nothing herein is intended to prevent Sno-King Garbage Company, Inc. from collecting transporting, and/or disposing of any hazardous waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any actions taken in the performance of this contract.

Section 2.14 amended:

2.14 Method of Disposal: The Contractor shall deliver at his cost, all garbage, refuse, or other waste to a disposal site operated by King County, the City of Seattle, or other successors, or such other site or sites as shall be approved by or meet with

the solid waste disposal site requirements of the Department of Ecology and King County; provided that the Contractor shall not use any dump or solid waste disposal site which the City would be prohibited from using were the City to collect and dispose of garbage and refuse with its own employees. Contractor shall at all times keep the City advised of the disposal site or disposal sites being used by Contractor.

Section 2.31 amended:

2.31 Solid Waste Collection Disposal and/or Recycling Innovations: Contractor shall keep abreast of all alternatives regarding the collection, disposal, and recycling of solid waste and shall advise the City and cooperate with it in respect to any possible innovations, changes, or improvements which could be accomplished in respect to performance of this agreement. As between Contractor and City, ownership of all garbage, refuse, and rubbish from the point of collection or Contractor pickup to disposal at the disposal site or otherwise shall be deemed to be vested in the City. The Contractor shall provide the City upon written request with a complete accounting of all revenue producing transactions. The City reserves the right to at any time in the future upon written notice given to the Contractor negotiate the percentage share of such revenues to be paid over to the City.

Between July 1, 1988 and July 30, 1989, Contractor shall initiate and carry out simultaneously, at no increase in rate or cost to the City or its customers, a minimum of two pilot yard waste recycling programs within designated areas of the City. The specific details for said recycling or solid waste stream reduction programs shall be worked out by agreement between Contractor and the City Manager, but said programs shall include the following: The programs may utilize separate "waste wheelers" for yard waste and/or biodegradable bags or boxes. The pilot programs shall last approximately one year and be offered by Contractor free to both the City and the City's residential customers who volunteer to participate. Contractor shall establish a system to provide monthly measurement of the volume and tonnage of diverted yard waste. At the conclusion of the pilot programs, customer satisfaction and reaction shall be evaluated with the help of a questionnaire.

Except as hereinabove specifically amended, the existing contract between Kirkland and Sno-King Garbage Company, Inc. and all other terms and conditions thereof, shall continue in full force and effect for the extended term of said agreement.

DATED this _____ day of _____, 1988.

CITY OF KIRKLAND

SNO-KING GARBAGE CO., INC.
Contractor

By: _____

By: _____

ATTEST:

Director of Administration &
Finance
(ex officio City Clerk)

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ SNO-KING GARBAGE COMPANY, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
in King County.
My commission expires:

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Except as hereinabove specifically amended, the existing contract between Kirkland and Sno-King Garbage Company, Inc. and all other terms and conditions thereof, shall continue in full force and effect for the extended term of said agreement.

DATED this _____ day of _____, 1988.

CITY OF KIRKLAND

SNO-KING GARBAGE CO., INC.
Contractor

By: _____

By: _____

ATTEST:

Director of Administration &
Finance
(ex officio City Clerk)

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

_____ to me known to be the _____ SNO-KING GARBAGE COMPANY, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
in King County.
My commission expires: