

RESOLUTION R- 4620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN CONTRACT AMENDMENT NUMBER 1 TO THE COMPREHENSIVE GARBAGE, RECYCLABLES AND ORGANICS (YARD DEBRIS + FOOD WASTE) COLLECTION CONTRACT.

WHEREAS, in 2003 the City and Waste Management of Washington, Inc. ("the Contractor") entered into an agreement entitled "Comprehensive Garbage, Recyclables and Organics (Yard Debris + Food Waste) Collection Contract"; and

WHEREAS, King County, the City, and the Contractor worked together to design and implement a commercial organics recycling pilot program which was successfully completed; and

WHEREAS, the City and Contractor recognize the mutual benefits of amending the existing contract to establish services for an ongoing Commercial Organics Recycling Program;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized to sign Contract Amendment Number 1 to the Comprehensive Garbage, Recyclables and Organics (Yard Debris + Food Waste) Collection Contract attached hereto as Exhibit "A" and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in open meeting this 2nd day of January, 2007.

Signed in authentication thereof this 2nd day of January, 2007.

  
MAYOR

Attest:

  
City Clerk

# **Comprehensive Garbage, Recyclables and Organics (Yard Debris + Food Waste) Collection Contract**

## **Contract Amendment Number 1**

### **Contract Amendment No. 1**

This contract amendment is made and entered into this \_\_\_\_\_ day of December 2006, by and between the City of Kirkland, a municipal corporation (hereafter "City"), and Waste Management of Washington, Inc., a Washington corporation (hereafter "Contractor").

### **RECITALS**

WHEREAS, in 2003 the City and Contractor entered into an agreement entitled "Comprehensive Garbage, Recyclables and Organics (Yard Debris + Food Waste) Collection Contract" (hereafter "Contract"); and

WHEREAS, King County, the City, and the Contractor worked together to design and implement a commercial organics recycling pilot program which was successfully completed; and

WHEREAS, section 2.2.6.4 of the Contract provides that if a full-scale commercial organics recycling program is desired by the City, the City and Contractor agree to negotiate in good faith and amend the Contract to add such service; and

WHEREAS, the City and Contractor recognize the mutual benefits of establishing services for a Commercial Organics Recycling Program;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, City and Contractor do hereby agree as follows:

1. The parties agree to amend the Contract by adding sections to the Contract as set forth below.

### **New Definition**

### **DEFINITIONS**

**Commercial Organics:** The term "Commercial Organics" means Foodwaste including floral trimmings, all compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, paper milk cartons or other paper products accepted by the Contractor's selected composting site. Foodwaste shall not include dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

## **New Section 2.2.10 Commercial Organics Collection**

### **2.2.10 Commercial Organics Collection**

#### **2.2.10.1 Specific Collection Requirements**

Commercial Organics Recyclables collection shall be offered twice weekly to subscribing commercial customers who request such service during the hours and days specified in Section 2.1.4. The Contractor shall collect up to two (2) 64-gallon or one (1) 96-gallon cart provided by Contractor at no charge to the customer. Contractor shall line containers upon delivery and each time after emptying with a biodegradable liner approved for such usage by the composting facility at no additional charge to the customer. Upon collection, Contractor shall, to the extent possible, empty the container in such a manner as to avoid spillage of contents or dirtying of the cart or cart lid when emptying the container. If customers need higher levels of Commercial Organics Recycling, additional recycling may be provided by Contractor for a fee, as negotiated between that customer and the Contractor or any other service provider the customer chooses to use. The Contractor shall report participation and tonnage to the City for such separately negotiated services which Contractor provides. Any third party service providers offering Commercial Organics Recycling services shall comply with all applicable laws and regulations and shall not collect Garbage or other non-organic materials mixed with Commercial Organics.

Contractor shall deliver Carts to all subscribing commercial customers who request Commercial Organics collection services. All such Carts delivered by Contractor shall remain the property of Contractor. Contractor shall provide Cart cleaning for Commercial Foodwaste Recycling service customers at those rates indicated in Attachment A; provided, however, that subscribing commercial customers shall be eligible, upon request, for up to one (1) Cart cleaning or Cart exchange per year free of charge. Cart or container exchanges for the purpose of changes in service levels requested by the customer shall not count towards exchanges for cleaning purposes as noted above.

The Contractor shall not knowingly collect as Commercial Organics unsegregated Garbage, or Commercial Organics that are contaminated by fecal matter, Hazardous Waste or other ineligible material, and Contractor may reject any such materials or any other materials improperly set out for collection. Any material rejected by the Contractor shall be tagged in a prominent location with an appropriate notice explaining why the material was rejected and describing how the customer may correct the problem and avoid it in the future. The Contractor shall have no obligation to collect any Hazardous Waste and Customers shall remain responsible for any Hazardous Waste inadvertently collected by Contractor, provided such Customer can be identified. Contractor may reject and tag Carts that are overfilled or which exceed weight restrictions reasonably established by Contractor, in accordance with Contractor's occupational health and safety policies.

#### **2.2.10.2 Monthly Reports**

On a monthly basis, by the fifteenth (15<sup>th</sup>) day of each month, the Contractor shall provide a report containing a compilation of total Commercial Organics Recycling quantities for the previous month and reflecting tonnage diverted from Garbage.

#### 2.2.10.3 Technical Outreach and Support

The City shall have primary responsibility for developing and executing a technical outreach and support program for the customers and potential customers of the Commercial Organics Recycling Program. The Contractor will support the City's efforts; meeting as necessary, at least semi-annually in the initial twenty-four (24) month period from the start of the new Commercial Organics Recycling Program, to discuss program details. Contractor shall assign a contact person on Contractor's staff dedicated to the program.

#### 2.2.10.4 Ad Hoc Surveys

The City may conduct periodic surveys of the Commercial Organics Recycling Program with Contractor support. The Contractor support may include customer service database tabulations to identify specific service level or participation patterns or other similar information.

#### 2.2.10.5 Program Evaluation

For the purposes of the Commercial Organics Recycling Program, the Contractor and City shall in the second year following the initial twelve (12) month period from the start of the new Commercial Organics Recycling Program, evaluate the program and make adjustments to services as mutually agreed by both parties. At such time, the Contractor and City shall enter into good faith negotiations to determine whether a compensation adjustment is appropriate and if so, to determine the amount and method of adjustment of rates to reflect additional costs or savings to the Contractor. Such adjustment shall consider impacts to both Garbage and the Commercial Organics Recycling Program. The City and Contractor agree to negotiate in good faith any changes to Commercial Organics Recycling Program charges to offset those costs or savings.

#### 2.2.10.6 Compensation to the Contractor

The Contractor shall bill the City for the Commercial Organics collection services provided under this Section 2.2.10 in accordance with the rate schedule attached hereto as Attachment A. The Contractor shall be paid by the City monthly, by the fifteenth (15<sup>th</sup>) of the following month based on the verifiable Contractor collection records provided for that month. These payments will comprise the entire compensation due to the Contractor for Commercial Organics collection. The rates set forth in Attachment A shall be subject to adjustment in accordance with the provisions of Section 3.3 and 3.4 of the Contract. The Contractor shall be responsible for monitoring service level usage for all customers and subsequently billing the City based on that usage. Invoices for Contractor charges shall include: the business name; the business account number; and usage measured by cart size and tonnage for each customer.

2.2.10.7 Termination of Program

For the purposes of the Commercial Organics Recycling Program, the City reserves the right to terminate the Program, at anytime, upon sixty (60) days prior written notice to the Contractor. Termination may occur prior to the end of the evaluation period described in Section 2.2.10.5

2. In all other respects the Contract shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

Waste Management of Washington, Inc.

CITY OF KIRKLAND

By \_\_\_\_\_  
Jamey DeSoer, Vice President

By \_\_\_\_\_  
David Ramsay, City Manager

Approved as to Form:

By \_\_\_\_\_  
City Attorney

**Attachment:****A.  
Contractor Rates**

<b>Semi-weekly Service</b>	<b>Monthly Rate</b>
1 – 64 Gallon cart (includes biodegradable liners)	\$34.53
2 – 64 Gallon carts (includes biodegradable liners)	\$57.78
1 – 96 Gallon cart (includes biodegradable liners)	\$41.69

Cart replacement, exchange or cleaning, per cart	\$8.90
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