

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Amendment # 1 to the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.
DEPARTMENT:	Public Works
PRESENTED BY:	Randy Witt, Public Works Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 2016, the City Council entered into a 10-year contract for the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Services with Recology CleanScapes Inc. (Recology). The contract was adopted on May 2, 2016, and collection services under the new contract started on March 1, 2017.

In July of 2017, changes in market conditions started adversely affecting recycling economics around the world, but especially in North America's west coast markets that relied on marketing most materials to Chinese and other Asian companies. The changing material specifications, import bans, tariffs and other disruptions have forced local collection companies to increase processing levels, shift to other markets with higher shipping costs, and more aggressively control contamination levels, all in a market with dropping prices for recycled materials.

In August 2018, Recology requested an adjustment to the contract rates to address these changes and to improve the quality and processing of recycling materials. Staff and Recology have negotiated an amendment to certain terms and conditions of the contract related to the changing market conditions for recyclables materials, including a rate adjustment. This amendment was discussed at the March 18, 2019 and April 1, 2019 City Council meetings.

During these previous discussions with the City Council, questions were raised regarding any program that would include the review of individual recycling or compost bins. Staff has made changes to the proposed amendment in response to those questions. The amendment before Council tonight requires an extensive 6-month education and promotion program, that requires additional efforts beyond the on-going educational requirements of the contract. By November 1 of each year, Recology must submit an annual contamination monitoring protocol and enforcement procedure for commercial and multifamily customers for approval by the City Manager. Recology must provide 90 days notice to customers before implementation. If contamination levels are still in excess of the targets 24 months (2 years) after execution of this

amendment, then Recology, at its sole discretion, may implement further efforts to decrease contamination rates among single-family customers. The action before the Council tonight is approval of Amendment # 1 to the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.

RESOURCE/FINANCIAL IMPACT:

This proposed amendment will increase single-family residential customers collection rates by \$1.35 per month and multifamily and commercial customers by \$2.10 per yard of garbage collected monthly. This rate increase will provide an estimated additional annual revenue of approximately \$572,000 for Recology to intensify their efforts to eliminate problematic materials from recyclable materials at collection points. The City's administrative fee revenue on the rate increase will generate approximately \$70,000 in additional City revenues, funding that could be used for City support of the proposed contractual and recycling program changes as well as for other environmental services.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment # 1 to the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.

Approved By: ___ City Manager ___ City Attorney

BACKGROUND

In 2016, the City Council entered into a 10-year contract for the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Services with Recology CleanScapes Inc. (Recology). The contract was adopted on May 2, 2016, and collection services under the new contract started on March 1, 2017.

When the City competitively procured this collection contract, most collected recyclable paper fiber and plastic materials were marketed to large consumers in China. The markets at that time were based around the needs of China's consuming mills, which allowed higher contamination levels than were traditionally accepted by domestic end-users. Historically, Chinese mills permitted 10% or more contamination in imported bales of paper and plastics. In January 2018, the Chinese Government implemented regulations that mandated that its importing mills will only accept bales containing a contamination level of less than 0.5% impurities, and in May 2019 imports of recyclable material were halted. Other countries in Southeast Asia accept recycled materials with contamination levels higher than a 0.5% impurity level; however, these markets involve greater shipping costs and pay lower prices.

The City's contract with Recology allows that in the event of unforeseen temporary market circumstances that preclude or prevent compliance with the Contract's restrictions on disposal of collected recyclables and material contamination standards, Recology may request a temporary adjustment or other relief. For changes due to the market value of recyclables, the unforeseen market conditions must persist for more than nine months, after which Recology and the City may engage in good faith negotiations to determine a mutually acceptable course of action. This market situation led Recology to request adjustments to customer rates to reflect their increased costs. Staff retained a consultant, Jeff Brown from Epicenter Services, to assist in reviewing the request and assist with contract amendment negotiations. The proposed amendment reflects the results of those negotiations.

Proposed amendments were discussed at the March 18, 2019 and April 1, 2019 City Council meetings. The staff report for the March 18th meeting can be found at <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport031819-8b.pdf>, and the staff report for the April 1st meeting can be found at <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport040119-8b.pdf>.

DISCUSSION

In response to changed conditions for recycling markets, Recology originally proposed a significant increase to customer rates in order to make capital improvements to their Materials Recovery Facility (MRF) to allow it to handle a high level of incoming contamination, and to produce higher quality outbound material for domestic and export end-users. Staff concluded, however, that the proposed solution does not address the "root cause" of the contamination at the customer point of collection, creates a long-term expectation that operations at the MRF will sort recyclable materials and then dispose of the garbage (at a higher cost for both activities), and increases the work and cost

required to produce quality outbound recyclable material. Importantly, it also did not support the Council's environmental goals.

The City and Recology negotiated a proposed amendment that provides a rate increase with a requirement to reduce contamination at the source, and a principal goal to maintain an inbound contamination level from City customers of no greater than five percent (5%) by volume for collected Recyclables and no greater than three percent (3%) by volume for collected Compostables.

More specifically, the amendment includes an enhanced education and outreach program, with specific activities and deliverables through the end of 2019; monthly pad inspections along Recology routes to identify contaminants and develop targeted education and outreach efforts; development of an annual contamination and monitoring protocol and enforcement procedure for commercial and multifamily customers; establishment of a fee for the collection of contaminated recycling or compost containers as garbage for commercial and multifamily customers; and authorization for Recology to undertake, in extreme cases, the removal of recycling cart/containers from commercial and multifamily customers unable or unwilling to use the system properly. It also provides rate funding for processing improvements at the MRF. If 24 months (2 years) following execution of this amendment, contamination rates are still in excess of the targets, then Recology, at its sole discretion, can institute further efforts to decrease contamination rates among single family customers. The proposed Amendment # 1 to the Recology contract is in Attachment A.

April 1, 2019 City Council Discussion

At the April 1, 2019 Council meeting, staff presented an overview of the amendment with a focus on the plan to reduce contamination in customers' recyclable and compostable containers. In that discussion, there were a few issues that required clarification or additional information that may be useful to the Council's discussion tonight. The Amendment has been revised to include actions in the discussion below.

Enhanced Education and Outreach

With approval of the amendment, Recology is to undertake a robust outreach and education program (Attachment A), with specific deliverables through the end of 2019, to inform and educate all Shoreline customers of recyclable material list changes and recycling best practices. During that time, Recology will administer visual inspections of aggregate truck contents from City routes (*i.e.*, a "pad inspection" where recycle material from a truck is emptied on a pad and an assessment of the contamination is made). These will occur once a month targeting different routes. Based on pad inspection results, Recology will conduct targeted outreach to customers on individual routes found to have contamination in excess of acceptance standards.

Language Accessibility

Language accessibility has been incorporated in base requirements for annual education and promotion programs, per the following: Recology will provide translation services on an as needed basis in conjunction with all promotion, education and outreach efforts.

Commercial and Multifamily Contamination Monitoring Protocol and Enforcement Procedure

The amendment has been revised to include a contamination monitoring protocol and enforcement procedure specifically for commercial and multifamily customers. Recology is to develop and implement an annual contamination monitoring protocol and enforcement procedure, which is to be submitted to the City by November 1st of each year. This protocol must include the following elements: regular contamination monitoring and documentation; timely customer notification of contamination occurrences; and progressive enforcement, including warning letters or phone calls, fees for collection of contaminated recycling or compost containers as garbage, and the potential removal of services.

Contamination Reduction for Single-Family

If after twenty-four months (2 years) from the execution of this amendment contamination rates still exceed the targets, Recology, at its sole discretion, may institute further efforts to decrease contamination rates among single family customers.

Fee for Collection of Contaminated Recycling or Compost Containers as Garbage for Commercial and Multifamily Customers

There was discussion on the “Contamination Fee” for the collection of recycling or compostable containers with contamination in excess of the thresholds in the amendment as garbage. The term “Contamination Fee” seemed to convey a punitive action rather than a fee for service. To clarify this, this fee is now called a “Fee for Collection of Contaminated Recycling or Compost Containers as Garbage” and would only apply to commercial and multifamily customers. There is no proposed fee amendment that would apply to single-family customers.

Rate and Revenue Changes and Proposed Ordinance No. 858

The contract amendment will provide an increase in customer rates of \$1.35 per month per single-family residential customer, and an increase of \$2.25 per cubic yard of garbage collected each month from multifamily and commercial customers. These rates will become effective August 1, 2019.

The following table provides a summary of the revised rates with the changes in the proposed amendment for select residential and commercial service levels.

**City of Shoreline
Fee Schedules**

3.01.500 Solid Waste Rate Schedule				
Effective 8/1/2019				
Solid Waste Rate Schedule from CleanScapes				
Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	2019 Total Fee
A. MONTHLY				
1. One 32-gallon Garbage Cart	4.43	\$ 1.35	\$ 10.07	\$ 11.42
B. WEEKLY RESIDENTIAL CURBSIDE SERVICE				
1. One 10-gallon Garbage Micro-Can	6.00	\$ 1.83	\$ 12.44	\$ 14.27
2. One 20-gallon Garbage Cart	12.00	\$ 3.66	\$ 16.66	\$ 20.32
3. One 32/35 -gallon Garbage Cart	19.20	\$ 5.86	\$ 20.55	\$ 26.41
4. One 45-gallon Garbage Cart	27.00	\$ 8.25	\$ 27.79	\$ 36.04
5. One 60/64-gallon Garbage Cart	38.40	\$ 11.74	\$ 29.38	\$ 41.12
6. One 90/96-gallon Garbage Cart	57.60	\$ 17.60	\$ 33.54	\$ 51.14
D. WEEKLY COMMERCIAL & MULTIFAMILY CAN AND CART				
1. One 20-gallon Garbage Cart	12.00	\$ 3.66	\$ 14.77	\$ 18.43
2. One 32/35-gallon Garbage Cart	19.20	\$ 5.86	\$ 16.65	\$ 22.51
3. One 45-gallon Garbage Cart	27.00	\$ 8.25	\$ 19.16	\$ 27.41
4. One 60/64-gallon Garbage Cart	38.40	\$ 11.74	\$ 22.22	\$ 33.96
5. One 90/96-gallon Garbage Cart	57.60	\$ 17.60	\$ 25.55	\$ 43.15
E. WEEKLY COMMERCIAL DETACHABLE CONTAINER (COMPACTED)				
1. 1 Cubic Yard Container	394.80	\$ 120.63	\$ 111.80	\$ 232.43
2. 1.5 Cubic Yard Container	789.60	\$ 241.28	\$ 206.34	\$ 447.62
3. 2 Cubic Yard Container	1,184.40	\$ 361.91	\$ 300.89	\$ 662.80
4. 3 Cubic Yard Container	1,579.20	\$ 482.55	\$ 410.04	\$ 892.59
5. 4 Cubic Yard Container	1,974.00	\$ 603.19	\$ 519.21	\$ 1,122.40
F. COMMERCIAL DETACHABLE CONTAINER (LOOSE)				
1. 1 Cubic Yard, 1 pickup/week	112.80	\$ 34.47	\$ 71.20	\$ 105.67
2. 1 Cubic Yard, 2 pickups/week	225.60	\$ 68.93	\$ 135.86	\$ 204.79

In addition, a Fee for Collection of Contaminated Recycling or Compost Containers as Garbage of \$25.00 per cubic yard of container size for Multifamily Complex or Commercial customers is established.

The full rate schedule with current and revised rates is attached in Attachment B. There is a separate staff report for Ordinance No. 858, which is item 8(b) on tonight's Council agenda.

Combined, the change in the single-family residential, and multifamily and commercial rates from the proposed amendment are estimated to generate additional annual revenue of approximately \$572,000 for Recology. The City will also receive an estimated additional \$70,000 through the administrative fee on the increase in contractor revenue related to this amendment.

Staff Impacts

Staff will be involved in development and review of enhanced education and outreach efforts to reduce recycling contamination in Shoreline. Supporting these activities may require contracting out some work activities or hiring part-time or extra help staff to ensure program success. The additional administrative fee revenue generated through

Amendment # 1 could be used to fund City implementation efforts and on-going contract support, as well as other environmental services.

Summary

Staff recommends the proposed amendment as the most reasonable way to provide a sustainable increase in the quality of materials collected in Shoreline. Reducing contamination at the source is more cost-effective in the long term than attempting to process increasing levels of contamination. However, this will require a significant effort on the part of Recology to educate customers as well as monitor and enforce preparation requirements of recyclables. Additionally, the City will need to support Recology in education and outreach efforts.

COUNCIL GOAL(S) ADDRESSED

This amendment implements City Council Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, Action item number 4 - Implement the 2019-2021 Priority Environmental Strategies by achieving citywide Salmon-Safe certification, developing a citywide plan based on the Station Subarea Climate Action Analysis recommendations, and exploring ways to increase rates of solid waste diversion through enhanced recycling and composting. (Emphasis added to highlight recycling and composting).

RESOURCE/FINANCIAL IMPACT

This proposed amendment will increase single-family residential customers collection rates by \$1.35 per month and multifamily and commercial customers by \$2.10 per yard of garbage collected monthly. This rate increase will provide an estimated additional annual revenue of approximately \$572,000 for Recology to intensify their efforts to eliminate problematic materials from recyclable materials at collection points. The City's administrative fee revenue on the rate increase will generate approximately \$70,000 in additional City revenues, funding that could be used for City support of the proposed contractual and recycling program changes as well as for other environmental services.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment # 1 to the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.

ATTACHMENTS

Attachment A: Proposed Amendment # 1 to the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.

Attachment B: Exhibit A to Proposed Ordinance No. 858

ATTACHMENT A

**AMENDMENT #1
TO THE COMPREHENSIVE GARBAGE, RECYCLABLES AND
COMPOSTABLES COLLECTION CONTRACT
BETWEEN
CITY OF SHORELINE
AND
RECOLOGY CLEANSCAPES INC.**

This AMENDMENT #1 is made and entered into this _____ day of _____, 2019 by and between the City of Shoreline, a Washington municipal corporation (“City”), and Recology CleanScapes Inc. a Washington corporation (“Contractor”).

WHEREAS, the parties previously entered into a Comprehensive Garbage, Recyclables and Compostables Collection Contract dated May 25, 2016, Shoreline Receiving No. 8518 (“Contract”); and

WHEREAS, the international and domestic markets for the recyclables collected from residents and businesses by the Contractor have undergone significant adverse changes since the Contract was developed; and

WHEREAS, some materials are no longer feasibly recyclable, and the existing levels of contaminants in the collected recyclables and changes in market acceptance standards now require changes to the City’s recycling collection and education programs; and

WHEREAS, the parties desire to amend certain terms and conditions of the Contract related to adjusting to changing market conditions for recyclables materials;

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the parties agree as follows:

Section 1. Rates. Certain customer rates set forth on Attachment B of the Contract shall be adjusted to reflect the Contractor’s increased cost of processing recyclable materials due to changes in the commodity market and the cost of re-educating customers as to new preparation requirements. The Collection Fee (i.e. non-Disposal Fee) component of all regular (i.e. monthly or weekly) container collection rates shall be increased by \$1.35 per month for single-family residential customers and increased by \$2.25 per cubic yard of garbage collected monthly for multifamily and commercial customers, effective August 1, 2019. This increase in the Collection Fee component of those rates shall be subject to the CPI adjustments set forth in Section 3.3.1 of the Contract effective January 1, 2020 and each January 1 thereafter. This special rate adjustment shall not apply to ancillary services, extra units, container rental, and other such fees.

ATTACHMENT A

Section 2. Contract Section 3.1.12 Requirement to Recycle and Compost, Maintaining Quality Assurance Through Monitoring is revised as follows:

The Contractor shall recycle all Source-separated Recyclables collected and compost all Source-separated Compostables collected, unless express prior written permission is provided by the City. The City's goal is to maintain an inbound contamination level of no greater than ~~ten~~ five percent (~~10~~5%) by volume for collected Recyclables and no greater than three percent (3%) by volume (Inbound Contamination Levels) for collected Compostables. The Contractor shall use facilities that:

Process materials to a high standard to maximize the recovery and recycling of all ~~incoming~~ marketable recyclable and compostable materials;

- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable or Compostable materials being misdirected to a market or disposed where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise Recyclable or Compostable materials destined for disposal; and
- Have sufficient pre-process screening staff, and equipment to ensure that otherwise recoverable materials do not cross-contaminate other separated Recyclable materials that are incompatible for the intended market consumer, rendering materials non-recyclable.

~~The City and Contractor agree that the Contractor is being fully compensated to recycle or compost materials to the highest level possible in keeping with specifications of market consumers. To this end, maximum cost effective recovery is a primary objective of the City's collection programs.~~

~~Concurrently with the start of this Contract, the Contractor shall implement an on route quality assurance program for Recyclables and Compostables consistent with industry best management practices for tagging, probationary periods, material rejection, and suspension of service. Attachment C contains flowcharts for current best management practices for route monitoring for both Single family Residential and Commercial/Multifamily sectors. The Contractor and City shall annually review and update these procedures via mutual agreement to ensure that contamination problems are addressed promptly, fairly and consistently for all sectors.~~

The Contractor shall immediately implement activities outlined in the annual education and promotion plan, per Section 3.3.5. By November 1 of each year, the Contractor shall submit an annual contamination monitoring protocol and enforcement procedure for commercial and multifamily customers for approval by the City Manager or his or her designee. The annual contamination monitoring protocol and enforcement procedure for commercial and multifamily customers shall include the following elements: regular contamination monitoring and documentation; timely customer notification of contamination occurrences; and progressive enforcement including warning letters or

ATTACHMENT A

phone calls, fees for collection of contaminated recycling or compost containers as garbage, and the potential removal of services.

The Contractor must inform customers of the contamination monitoring protocol and enforcement procedure at least 90 days before implementation. If the Contractor chooses to charge a fee for collection of contaminated recycling or compost containers as garbage for commercial and multifamily customers, such fees shall not be charged prior to January 1, 2020, and may only be implemented if monthly pad inspections along City routes show that aggregate data does not meet Inbound Contamination Levels. Any fee for collection of contaminated recycling or compost containers as garbage for commercial and multifamily customers must be in accordance with the annual contamination monitoring protocol and enforcement procedure and Attachment B.

Twenty-four (24) months after the amendment, if the aggregate data does not meet inbound contamination levels of no more than five percent (5%) by volume for collected Recyclables and no greater than three percent (3%) by volume for collected Compostables, the Contractor may, in its sole discretion, institute further efforts to decrease contamination rates among single family customers. The Contractor must inform customers of contamination protocol and procedures at least 90 days before implementation.

The Contractor shall provide such information as the City may request regarding aggregate contamination data that is collected and maintained by the Contractor on a monthly basis. However, notwithstanding the foregoing or any other provision of this Agreement, the Contractor shall not provide any information to the City regarding the contents of any individual residential customer's container.

Section 3. Contract Section 4.3.4 Other Modifications is revised as follows:

Except as otherwise expressly provided for by this Contract, Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees other than directed by the City subject to 4.3.3, Garbage collection service level shifts, or other changes affecting the collection system.

In the event that unforeseen temporary market circumstances prevents or precludes compliance with the recycling requirements of Section 3.1.12, the Contractor may request a temporary rate adjustment or other relief from the requirements of that Section 3.1.12. If the City determines that an adjustment is appropriate, the City and Contractor shall negotiate in good faith the amount and mechanism of any commodity value rate adjustment, with any adjustments to occur in conjunction with overall annual rate adjustments. In connection with this review, the City and Contractor may also consider whether it is desirable to change the list of Recyclable materials in Attachment D.

The City may request any and all documentation and data reasonably necessary to evaluate such request by the Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation. ~~and such request.~~ If such third party is

ATTACHMENT A

retained, the City shall take reasonable steps, consistent with State law, to protect the confidential or proprietary nature of any data or information supplied by the Contractor.

~~If an unforeseen market circumstance persists more than nine (9) months, the Parties agree to engage in good faith negotiations to determine a mutually acceptable course of action, including but not limited to eliminating the materials from the list of Recyclables, changing Customer preparation requirements, modifying Contractor rates, or any other mutually agreeable solution.~~

Section 4. Contract Section 3.3.4.1 Monthly Reports, is amended to add the following report:

- 11. A summary of contamination reduction efforts during the previous month.

Section 5. Contract Section 3.3.4.2 “Annual Reports”, is amended to add the following Annual Report:

- 11. Recyclable and compostable market conditions report.

Section 6. Contract Attachment B, Contractor Rates, is amended as set forth in Section 1 of this Amendment, and to add the following fee:

<u>Fee for Collection of Contaminated Recycling or Compost Containers as Garbage</u>	<u>\$25.00 per cubic yard of Container size (or per cart, for cart Customers) for Multifamily Complex or Commercial Customers</u>
---	---

Section 7. Contract Section 3.3.5 Promotion and Education, is revised as follows:

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction and approval of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, on-site commercial Recycling and Compostables technical assistance, distribution of City-developed promotional and educational pieces at the City’s direction, and implementation of on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. Each September, the City and Contractor shall jointly plan the Contractor’s specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences. This Annual Education and Promotion Plan (Education Plan) must include items included in Amended Attachment C, as the same may be adjusted from time to time by the

ATTACHMENT A

City Manager or his or her designee. Contractor's changes to the Education Plan from year to year should include education targeted to address issues raised through the date of the previous year's monthly contamination reports. The Education Plan will be updated annually and reported upon in the monthly and annual reporting, as outlined in sections 3.3.4.1 and 3.3.4.2 of this Contract. The Contractor shall develop a 2019-2020 Education Plan no later than July 1, 2019 that, in addition to the activities listed in this contract and Amended Attachment C, will inform and educate all Shoreline customers of the need for good recycling practices, updated service guidelines, recyclable material list changes, recycling tips and other educational and recycling resources. For the period of July 1, 2019 through December 31, 2019, the Education Plan will also include efforts and items listed in Attachment I.

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites to encourage recycling participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection containers, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor shall, upon request of a Commercial Customer or a tenant business, and at the Contractor's expense, conduct a site visit within one week of the request to review existing services, determine recycling potential, and assess space constraints for additional Containers.

Any additional promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks City review period shall be provided in all cases by the Contractor to allow sufficient time for City review and approval.

ATTACHMENT A

Section 8. Contract Attachment C, On-route Contamination Monitoring, is deleted in its entirety and replaced with:

Amended Attachment C, Base Requirements for Annual Education and Promotion Program for the City of Shoreline.

Section 9. Contract Attachment D, Recyclables List, is revised as follows:

Delete the following table row: "Plastic Bags and Films".

In witness whereof, the parties hereto have executed this Amendment to the May 25, 2016 Comprehensive Garbage, Recyclables and Compostables Contract as of the day and year first written above.

CITY OF SHORELINE

RECOLOGY CLEANSCAPES INC.

By _____

By _____

Its _____

Its _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

ATTACHMENT A

Amended Attachment C: Base Requirements for Annual Education and Promotion Program for the City of Shoreline

The program below outlines minimum requirements that must be included in Recology's Annual Education and Promotion Plan. These requirements are in addition to the promotion and education activities that may be found in the current contract provisions. Recology will provide translation services on an as needed basis in conjunction with all promotion, education and outreach efforts. The goal of this program is to reduce the contamination in customers' Recyclables and Compostables Containers to a level of no greater than five percent (5%) by volume of collected Recyclables and no greater than three percent (3%) by volume of collected Compostables.

Promotion and Education Program Requirements: Ongoing

- Quarterly presentations to community groups, businesses and organizations, including the Shoreline Chamber of Commerce and Shoreline Neighborhood Associations (<http://www.shorelinewa.gov/our-city/neighborhoods>) regarding recycling and composting best practices, program materials and quality standards.
- Quarterly presentations to Shoreline residents and multifamily property owners/managers at The Recology Store, or on-site as requested for large commercial and multifamily properties, to raise awareness of recycling and composting best management practices.
- Quarterly outreach to school and community organization administrators or contacts to offer educational resources and summary information regarding specific site contamination issues.
- Monthly communications to raise awareness of recycling and composting best management practices and promote community presentations and events, such as the "Where Does It Go Workshops," via channels such as Facebook, Recology's Beyond Waste Bulletin, City newsletter and invoice messages.
- Monthly Load Level Monitoring of Recycle Contamination Levels.
 - Visual inspections of aggregate truck contents from City routes (i.e., a "pad inspection" where recycle material from a truck is emptied on a pad and an assessment of the contamination is made). These will occur once a month targeting different routes.
 - Monthly reporting regarding contamination reduction efforts and aggregate contamination data that is collected and maintained by Recology. (Recology will not provide information to City regarding the contents of any individual Customer's Container).
 - Based on pad inspection results, Recology will conduct targeted route-level outreach to customers on City routes found to have contamination in excess of acceptance standards. Outreach will take the form of route-level direct mailings to highlight common contaminants and provide instruction on proper disposal.

ATTACHMENT A

- Annual involvement and education presence at two additional City-sponsored events per year, as directed by the City, with the purpose of promoting good recycling practices.
- An annual schedule of scheduled on-site visits for commercial and multifamily customers will be offered, along with free educational resources (posters, signage, websites/links etc.) and staff trainings.
- Participation in regional and State programs – such as those listed below – to coordinate recycling market development and educational efforts.
 - Washington State Recycling Association
 - Washington Refuse & Recycling Association
 - Metropolitan Solid Waste Management Advisory Committee
 - Solid Waste Advisory Committee

ATTACHMENT A

Attachment I: Promotion and Education Program Requirements for July 1, 2019 – December 31, 2019

Enhanced Outreach: July 1, 2019 – December 31, 2019

- In addition to the requirements outlined in Attachment C, Recology will implement the following actions from July 1, 2019 – December 31, 2019:
 - i. Send updated service guides to all customers. Service guides will include recycling program changes, an updated accepted materials list, and information about new contamination standards and compliance efforts.
 - ii. Utilize social media and online platforms to communicate changes to accepted materials list, new contamination standards and recycling best practices with all Shoreline customers (such as via weekly social media posts, online images and graphics, etc.).
 - iii. Host at least one presentation (each) to Shoreline Chamber of Commerce and Shoreline Neighborhood Councils to educate on new recycling program materials and quality standards.
 - iv. Host at least four (4) presentations to Shoreline residents and multifamily property owners/managers at The Recology Store, or on-site as requested for large Commercial and Multifamily properties, to raise awareness of recycling and composting best management practices.
 - v. Provide outreach to at least four (4) school and community organization administrators or contacts to offer educational resources and summary information regarding specific site contamination issues.
 - vi. Attend at least two public events, such as Celebrate Shoreline and Shoreline Solarfest, or similar community events, to educate the public on new recycling program materials and quality standards, and to raise awareness of recycling and composting best management practices.

**City of Shoreline
Fee Schedules**

Attachment B

3.01.500 Solid Waste Rate Schedule

Effective 8/1/2019

Solid Waste Rate Schedule from CleanScapes				
Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	2019 Amended Fee Total
A. MONTHLY				
1. One 32-gallon Garbage Cart	4.43	\$ 1.35	\$8.72-\$10.07	\$10.07-\$11.42
B. WEEKLY RESIDENTIAL CURBSIDE SERVICE				
1. One 10-gallon Garbage Micro-Can	6.00	\$ 1.83	\$11.09-\$12.44	\$12.92-\$14.27
2. One 20-gallon Garbage Cart	12.00	\$ 3.66	\$15.31-\$16.66	\$18.97-\$20.32
3. One 32/35 -gallon Garbage Cart	19.20	\$ 5.86	\$19.20-\$20.55	\$25.06-\$26.41
4. One 45-gallon Garbage Cart	27.00	\$ 8.25	\$26.44-\$27.79	\$34.69-\$36.04
5. One 60/64-gallon Garbage Cart	38.40	\$ 11.74	\$28.03-\$29.38	\$39.77-\$41.12
6. One 90/96-gallon Garbage Cart	57.60	\$ 17.60	\$32.19-\$33.54	\$49.79-\$51.14
7. Additional 32 Gallon Cans (weekly svc)	-	\$ 5.87	\$ 7.77	\$ 13.64
8. Extras (32 gallon equivalent)	-	\$ 1.35	\$ 2.95	\$ 4.30
9. Miscellaneous Fees:				
a. Extra Yard Debris (32 gallon bag/bundle/can)				\$ 3.11
b. 2nd and Additional 96-Gallon Yard Waste Cart				\$ 6.22
c. Return Trip				\$ 6.22
d. Roll-out Charge, per 25 ft, per cart, per time				\$ 3.11
e. Drive-in Charge, per month				\$ 6.22
f. Extended Vacation Hold (per week)				\$ 1.00
g. Overweight/Oversize container (per p/u)				\$ 3.11
h. Redelivery of one or more containers				\$ 10.37
i. Cart Cleaning (per cart per cleaning)				\$ 10.37
C. ON-CALL BULKY WASTE COLLECTION				
1. Non-CFC Containing Large Appliances ("white goods"), per item				\$ 20.73
2. Refrigerators/Freezers/Air Conditioners per item				\$ 31.10
3. Sofas, Chairs, per item	-	\$ 7.63	\$ 13.99	\$ 21.62
4. Mattresses, Boxsprings, per item	-	\$ 7.63	\$ 13.99	\$ 21.62
D. WEEKLY COMMERCIAL & MULTIFAMILY CAN AND CART				
1. One 20-gallon Garbage Cart	12.00	\$ 3.66	\$13.80-\$14.77	\$17.46-\$18.43
2. One 32/35-gallon Garbage Cart	19.20	\$ 5.86	\$14.99-\$16.65	\$20.85-\$22.51
3. One 45-gallon Garbage Cart	27.00	\$ 8.25	\$16.92-\$19.16	\$25.17-\$27.41
4. One 60/64-gallon Garbage Cart	38.40	\$ 11.74	\$19.10-\$22.22	\$30.84-\$33.96
5. One 90/96-gallon Garbage Cart	57.60	\$ 17.60	\$21.17-\$25.55	\$38.77-\$43.15
6. Extras (32-gallon equivalent)	-	\$ 1.35	\$ 4.06	\$ 5.41
7. Miscellaneous Fees:				
a. Weekly 64-gal Cart Yard Debris/Foodwaste service				\$ 24.92
b. Return Trip				\$ 7.89
c. Roll-out Charge, per addtn'l 25 ft, per cart, per p/u				\$ 1.97
d. Redelivery of containers				\$ 13.14
e. Cart Cleaning (per cart per cleaning)				\$ 13.14

**City of Shoreline
Fee Schedules**

Attachment B

Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	2019 Amended Fee Total
E. WEEKLY COMMERCIAL DETACHABLE CONTAINER (COMPACTED)				
1. 1 Cubic Yard Container	394.80	\$ 120.63	\$82.57 -\$111.80	\$203.20 -\$232.43
2. 1.5 Cubic Yard Container	789.60	\$ 241.28	\$162.50 -\$206.34	\$403.78 -\$447.62
3. 2 Cubic Yard Container	1,184.40	\$ 361.91	\$242.43 -\$300.89	\$604.34 -\$662.80
4. 3 Cubic Yard Container	1,579.20	\$ 482.55	\$322.36 -\$410.04	\$804.91 -\$892.59
5. 4 Cubic Yard Container	1,974.00	\$ 603.19	\$402.30 -\$519.21	\$1,005.49 -\$1,122.40
6. 6 Cubic Yard Container	2,961.00	\$ 892.63	\$440.56 -\$615.93	\$1,333.19 -\$1,508.56
F. COMMERCIAL DETACHABLE CONTAINER (LOOSE)				
1. 1 Cubic Yard, 1 pickup/week	112.80	\$ 34.47	\$61.46 -\$71.20	\$95.93 -\$105.67
2. 1 Cubic Yard, 2 pickups/week	225.60	\$ 68.93	\$116.37 -\$135.86	\$185.30 -\$204.70
3. 1 Cubic Yard, 3 pickups/week	338.40	\$ 103.40	\$171.26 -\$200.49	\$274.66 -\$303.89
4. 1 Cubic Yard, 4 pickups/week	451.20	\$ 137.88	\$226.16 -\$265.13	\$364.04 -\$403.01
5. 1 Cubic Yard, 5 pickups/week	564.00	\$ 172.34	\$281.06 -\$329.77	\$453.40 -\$502.11
6. 1.5 Cubic Yard, 1 pickup/week	169.20	\$ 51.70	\$ 85.63 -\$100.24	\$137.33 -\$151.94
7. 1.5 Cubic Yard, 2 pickups/week	338.40	\$ 103.40	164.71 -\$193.94	\$268.11 -\$297.34
8. 1.5 Cubic Yard, 3 pickups/week	507.60	\$ 155.11	\$243.77 -\$287.61	\$398.88 -\$442.72
9. 1.5 Cubic Yard, 4 pickups/week	676.80	\$ 206.81	\$322.84 -\$381.30	\$529.65 -\$588.11
10. 1.5 Cubic Yard, 5 pickups/week	846.00	\$ 258.51	\$401.91 -\$474.98	\$660.42 -\$733.49
11. 2 Cubic Yard, 1 pickups/week	225.60	\$ 68.93	\$110.25 -\$129.74	\$179.18 -\$198.67
12. 2 Cubic Yard, 2 pickups/week	451.20	\$ 137.88	\$213.92 -\$252.89	\$351.80 -\$390.77
13. 2 Cubic Yard, 3 pickups/week	676.80	\$ 206.81	\$317.60 -\$376.06	\$524.41 -\$582.87
14. 2 Cubic Yard, 4 pickups/week	902.40	\$ 275.74	\$421.27 -\$499.21	\$697.01 -\$774.95
15. 2 Cubic Yard, 5 pickups/week	1,128.00	\$ 344.68	\$524.94 -\$622.37	\$869.62 -\$967.05
16. 3 Cubic Yard, 1 pickup/week	338.40	\$ 103.40	\$148.97 -\$178.20	\$252.37 -\$281.60
17. 3 Cubic Yard, 2 pickups/week	676.80	\$ 206.81	\$291.38 -\$349.84	\$498.19 -\$556.65
18. 3 Cubic Yard, 3 pickups/week	1,015.20	\$ 310.21	\$433.78 -\$521.46	\$743.99 -\$831.67
19. 3 Cubic Yard, 4 pickups/week	1,353.60	\$ 413.62	\$576.19 -\$693.10	\$989.81 -\$1,106.72
20. 3 Cubic Yard, 5 pickups/week	1,692.00	\$ 517.02	\$1,129.11 -\$1,275.25	\$1,646.13 -\$1,792.27
21. 4 Cubic Yard, 1 pickup/week	451.20	\$ 137.88	\$187.70 -\$226.67	\$325.58 -\$364.55
22. 4 Cubic Yard, 2 pickups/week	902.40	\$ 275.74	\$368.84 -\$446.78	\$644.58 -\$722.52
23. 4 Cubic Yard, 3 pickups/week	1,353.60	\$ 413.62	\$549.99 -\$666.90	\$963.61 -\$1,080.52
24. 4 Cubic Yard, 4 pickups/week	1,804.80	\$ 551.49	\$731.11 -\$886.99	\$1,282.60 -\$1,438.48
25. 4 Cubic Yard, 5 pickups/week	2,256.00	\$ 689.37	\$912.25 -\$1,107.10	\$1,601.62 -\$1,796.47
26. 6 Cubic Yard, 1 pickup/week	676.80	\$ 206.81	\$265.17 -\$323.63	\$471.98 -\$530.44
27. 6 Cubic Yard, 2 pickups/week	1,353.60	\$ 413.62	\$523.77 -\$640.68	\$937.39 -\$1,054.30
28. 6 Cubic Yard, 3 pickups/week	2,030.40	\$ 620.42	\$782.35 -\$957.72	\$1,402.77 -\$1,578.14
29. 6 Cubic Yard, 4 pickups/week	2,707.20	\$ 827.23	\$1,040.95 -\$1,274.77	\$1,868.18 -\$2,102.00
30. 6 Cubic Yard, 5 pickups/week	3,384.00	\$ 1,034.04	\$1,299.55 -\$1,591.83	\$2,333.59 -\$2,625.87
31. 8 Cubic Yard, 1 pickup/week	902.40	\$ 275.74	\$333.89 -\$411.83	\$609.63 -\$687.57
32. 8 Cubic Yard, 2 pickups/week	1,804.80	\$ 551.49	\$661.20 -\$817.08	\$1,212.69 -\$1,368.57
33. 8 Cubic Yard, 3 pickups/week	2,707.20	\$ 827.23	\$988.53 -\$1,222.35	\$1,815.76 -\$2,049.58
34. 8 Cubic Yard, 4 pickups/week	3,609.60	\$ 1,102.98	\$1,315.84 -\$1,627.60	\$2,418.82 -\$2,730.58
35. 8 Cubic Yard, 5 pickups/week	4,512.00	\$ 1,378.72	\$1,643.16 -\$2,032.86	\$3,021.88 -\$3,411.58

**City of Shoreline
Fee Schedules**

Attachment B

Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	2019 Amended Fee Total
36. Extra loose cubic yard in container, per pickup	-	\$ 7.97	\$ 6.12	\$ 14.09
37. Extra loose cubic yard on ground, per pickup	-	\$ 7.97	\$ 19.26	\$ 27.23
38. Detachable Container Miscellaneous Fees (per occurrence):				
a. Stand-by Time (per minute)				\$ 2.10
b. Container Cleaning (per yard of container size)				\$ 13.14
c. Fee for Collection of Contaminated Recycling or Compost Containers				\$ 25.00
d. Redelivery of Containers				\$ 26.29
e. Return Trip				\$ 13.14
Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
G. COMMERCIAL & MULTIFAMILY DROP-BOX COLLECTION				
1. Non-compacted 10 cubic yard Drop-box (6 boxes)	8.26	\$ 82.67	\$ 148.82	\$ 210.12
2. Non-compacted 15 cubic yard Drop-box	8.26	\$ 82.67	\$ 148.82	\$ 210.12
3. Non-compacted 20 cubic yard Drop-box (7 boxes)	8.26	\$ 115.75	\$ 148.82	\$ 255.00
4. Non-compacted 25 cubic yard Drop-box	8.26	\$ 132.28	\$ 148.82	\$ 277.37
5. Non-compacted 30 cubic yard Drop-box (11 boxes)	8.26	\$ 148.82	\$ 148.82	\$ 299.77
6. Non-compacted 40 cubic yard Drop-box (2 boxes)	8.26	\$ 165.35	\$ 148.82	\$ 344.58
7. Compacted 10 cubic yard Drop-box (2 boxes)			\$ 165.35	\$ 265.63
8. Compacted 20 cubic yard Drop-box (3 boxes)			\$ 165.35	\$ 288.03
9. Compacted 25 cubic yard Drop-box (2 boxes)			\$ 165.35	\$ 310.42
10. Compacted 30 cubic yard Drop-box (4 boxes)			\$ 165.35	\$ 332.85
11. Compacted 40 cubic yard Drop-box (1 box)			\$ 165.35	\$ 377.65
12. Drop-box Miscellaneous Fees				Per Event
a. Return Trip				\$ 32.85
b. Stand-by Time (per minute)				\$ 2.10
c. Container cleaning (per yard of container size)				\$ 13.14
d. Drop-box directed to other facility (per one-way mile)				\$ 3.94
Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
H. TEMPORARY COLLECTION HAULING				
1. 2 Yard detachable Container	270.00	\$ 19.06	\$ 136.46	\$ 155.52
2. 4 Yard detachable container	540.00	\$ 38.11	\$ 138.84	\$ 176.95
3. 6 Yard detachable container	810.00	\$ 57.17	\$ 141.24	\$ 198.41
4. 8 Yard detachable container	1,080.00	\$ 76.21	\$ 143.62	\$ 219.83
5. Non-compacted 10 cubic yard Drop-box				\$ 193.65
6. Non-compacted 20 cubic yard Drop-box				\$ 223.44
7. Non-compacted 30 cubic yard Drop-box				\$ 253.24
8. Non-compacted 40 cubic yard Drop-box				\$ 268.13
Service Level		Delivery Fee	Daily Rental	Monthly Rental
I. TEMPORARY COLLECTION CONTAINER RENTAL AND DELIVERY				
1. 2 Yard detachable container		\$ 85.61	\$ 4.89	\$ 58.70
2. 4 Yard detachable container		\$ 85.61	\$ 4.89	\$ 58.70
3. 6 Yard detachable container		\$ 85.61	\$ 4.89	\$ 58.70
4. 8 Yard detachable container		\$ 85.61	\$ 4.89	\$ 58.70
Service Level		Delivery Fee	Daily Rental	Monthly Rental
5. Non-compacted 10 cubic yard Drop-box		\$ 110.08	\$ 7.34	\$ 88.06
6. Non-compacted 20 cubic yard Drop-box		\$ 110.08	\$ 7.34	\$ 88.06
7. Non-compacted 30 cubic yard Drop-box		\$ 110.08	\$ 7.34	\$ 88.06
8. Non-compacted 40 cubic yard Drop-box		\$ 110.08	\$ 7.34	\$ 88.06
J. EVENT SERVICES				Per Day
1. Delivery, provision, collection of a set of 3 carts (G, R & C)				\$ 32.85
K. HOURLY RATES				Per Hour
1. Rear/Side-load packer + driver				\$ 164.27

**City of Shoreline
Fee Schedules**

Attachment B

2. Front-load packer + driver	\$	164.27
3. Drop-box Truck + driver	\$	164.27
4. Additional Labor (per person)	\$	88.73

[Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(b) (Exh. B), 2010; Ord. 563 § 4 (Exh. B), 2009]