



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5513
December 11, 2018
Special Business

Table with 3 columns: 2019 PLANNING COMMISSION WORK PLAN AND COMMUNITY ENGAGEMENT, Action: Receive presentation and discuss 2019 Planning Commission Work Plan and Community Engagement, and checkboxes for Discussion Only, Action Needed (Motion, Ordinance, Resolution).

Table with 2 columns: DEPARTMENT OF (Community Planning and Development (Evan Maxim)), COUNCIL LIAISON (n/a), EXHIBITS (1. 2019 Planning Commission Work Plan Memorandum, 2. 2019 Planning Commission Schedule, 3. 2019-2021 Quarterly Schedule), 2018-2019 CITY COUNCIL GOAL (n/a), APPROVED BY CITY MANAGER.

Table with 3 columns: AMOUNT OF EXPENDITURE, AMOUNT BUDGETED, APPROPRIATION REQUIRED, and values: \$ n/a, \$ n/a, \$ n/a.

SUMMARY

On November 20, 2018, the City Council approved the final docket of Comprehensive Plan amendments for review in 2019. These amendments, together with the development regulations currently under review by the Planning Commission, represent the portion of the 2019 Planning Commission work plan that is currently "in progress."

2018 PLANNING COMMISSION WORK PLAN

The Planning Commission work plan for 2018 was significant and represents more legislative work than can be readily sustained by the existing Planning Commission schedule and staff resources. In 2018, the Planning Commission, City Council, and Community Planning and Development (CPD) staff completed the following legislative work:

- 2019 Comprehensive Plan (Ord. Nos. 18-13 and 18C-14) Review and action on a total of 15 amendments to the Comprehensive Plan. The ordinance was 93 pages in length and included a rezone.
Code Compliance (Ord. No. 18C-06) Review and action on the code compliance ordinance. The ordinance was 28 pages in length and represented a significant revision to existing regulations.
Procedural (Ord. No. 18C-08) Review and action to update the land use review regulations. The ordinance was 79 pages in length

and updated eight of the chapters in Title 19 of the Mercer Island City Code, including a significant update to chapter 15 – the land use process chapter.

- Transportation Concurrency (Ord. No. 18C-12)
Review and action to adopt the City's first transportation concurrency ordinance, implementing an entirely new administrative program for concurrency review. This ordinance was 11 pages and creates a new chapter within the Mercer Island City Code.
- Spring Code Cleanup (Ord. No. 18C-05)
Review and action to clarify and improve the Mercer Island City Code.

The Planning Commission continues to work with staff from CPD on the following legislative items that are scheduled for completion in 2019:

- Critical Areas Ordinance
Following an update of the Comprehensive Plan policies related to the protection of environmentally critical areas (Ord. No. 18-13), the Planning Commission is reviewing a draft re-write of the critical areas code and an update to the Shoreline Master Program. This ordinance is planned for City Council review in Q2 of 2019.
- Community Facilities Ordinance
This amendment also follows an update to the Comprehensive Plan (Ord. No. 18-13). The Planning Commission is reviewing the development of a new zoning designation and associated development regulations. This ordinance is expected to come to the City Council for review in Q2 of 2019.
- Fall Code Cleanup Ordinance
The Planning Commission has initiated a review of additional code amendments that will further clarify and improve the Mercer Island City Code. This ordinance is planned for City Council review in Q1 of 2019.

The 2018 Planning Commission work plan represented a heavy workload for the Planning Commission and CPD staff, with five significant work products and two smaller work items.

2019 PLANNING COMMISSION WORK PLAN

Exhibit 1 details a list of all currently known work plan items that require either Planning Commission or City Council review to develop the 2019 Planning Commission work plan.

Staff recommends a Planning Commission work plan for 2019 that more closely aligns with a manageable Planning Commission work load. The draft Planning Commission schedule for 2019 (see Exhibit 2) reflects work on the following:

- Critical Areas Ordinance (on Council Goals & Work Plan)
- Community Facilities zone
- 2019 Comprehensive Plan amendments
- Sign code update (on Council Goals & Work Plan)
- Code cleanup amendments
- 2020 Comprehensive Plan docket

Please note that this schedule includes several legislative items that are already under review by the Planning Commission. To avoid Planning Commission fatigue, the schedule provides a "break" in summer 2019 and a lighter work plan in the fall of 2019 and winter of 2020.

2019 TO 2021 CPD LEGISLATIVE WORK PLAN

Staff have also prepared a draft work plan (see Exhibit 3) for legislative items related to Community Planning and Development for the period between 2019 and 2021. This work plan is intended to help manage the legislative agenda before the Planning Commission and City Council over the next few years.

Generally, to ensure good and thorough work, and to avoid Planning Commission and community land use “fatigue,” staff recommends that the Planning Commission engage in the review of two “large” legislative items per year (e.g. significant comprehensive plan amendments, re-writes, etc). The two “large” items are often complemented by three or more “small” legislative items (e.g. code clean up, targeted amendments, etc).

COMMUNITY ENGAGEMENT

In 2017 and 2018, CPD staff engaged in significant community outreach on several initiatives, including:

- Holding several community meetings and engaging consultants for the update of the residential development standards;
- Implementation of the “LetsTalk” platform; and
- Increased community outreach and engagement for the proposed Community Facilities and Critical Areas code amendments.

Generally, for “smaller” legislative projects, CPD staff typically employ a three-step approach with the Planning Commission, whereby a project is (1) introduced, (2) reviewed, and (3) a public hearing is held prior to Planning Commission review and recommendation to the City Council. By way of contrast, “larger” legislative projects typically receive increased public notice, dedicated outreach on social media (e.g. LetsTalk, Facebook, MI Weekly, NextDoor, etc.), additional opportunities for public comment, and more in-depth Planning Commission review.

Looking forward to the 2019 Planning Commission work plan, staff anticipates using the same sort of adaptive approach to “large” versus “small” legislative projects. Where City Council or the Planning Commission anticipate increased community interest around larger legislative initiatives, CPD staff will plan on increased opportunities for community outreach utilizing existing staff resources. CPD staff cannot predict the degree of public interest for every initiative, and as such, may need to enhance or supplement community engagement efforts mid-process. The 2019-2020 biennium does not include resources for additional consultants, advertising, or large mailings. Community outreach will be addressed through staff supported efforts and existing online tools. To the extent that the City Council or Planning Commission – or CPD staff – can discern that additional community outreach is warranted, staff will plan accordingly.

RECOMMENDATION

Director of Community Planning and Development

No action required. Receive presentation and discuss 2019 Planning Commission work plan and community engagement.



COMMUNITY PLANNING AND DEVELOPMENT CITY OF MERCER ISLAND

9611 SE 36TH STREET | MERCER ISLAND, WA 98040
(206) 275-7605

TO: City Council
Planning Commission

FROM: Evan Maxim, Director of Community Planning and Development

DATE: December 11, 2018

RE: **2019-2021 Planning Commission Work Plan – List of Work**

To aid in managing the 2019 to 2021 Planning Commission work plan, staff has identified the known legislative items below, including development regulation and comprehensive plan amendments. Items with a “2019”, “2020”, or “2021” are tentatively scheduled for review in that year; items with no number are currently unscheduled in the three-year period.

Previously identified Comprehensive Plan amendments:

1. Remove Town Center specific language (2019);
2. Goals and policies to mitigate the impacts of climate change (2019);
3. Goals and policies related to economic development (2019);
4. Goals and policies related to non-motorized and / or multi-modal transportation (2019);
5. Creation of a Parks and Open Space / Environment / Sustainability Element;
6. Goals and policies related to urban forestry management;
7. Goals and policies related to a city tree program; and
8. Goals and policies related to commercial noise in residential neighborhoods.

Identified Development Regulation amendments:

- | | |
|---|--|
| <ol style="list-style-type: none">A. Critical areas and Shoreline Master Program update (2019)B. Community Facilities (2019)C. Sign regulations (2019)D. Biannual code cleanup amendments (2019, 2020, 2021)E. Wireless communication facility / small cell regulations (2019)F. Green building regulations (2019)G. Commuter parking regulations (2019)H. Pilot ordinance for flexible single-family development (2020) | <ol style="list-style-type: none">I. Transportation impact fee update (2020)J. International Building Code update (2020)K. Park impact fee updateL. Animal and Nuisance regulationsM. Development Agreements regulationsN. Residential Development Standards reviewO. Accessibility and aging in place regulationsP. Creative DistrictQ. Town Center Code regulations (parking standards, TC-3 brownstone standards, affordable fee-in-lieu, etc.) |
|---|--|



PLANNING COMMISSION PLANNING SCHEDULE

All meetings are held in the Council Chambers and begin at **6:00 pm** unless otherwise noted. Items listed for each meeting are not in any particular order and may change. This schedule is subject to change as needed.

DECEMBER 5	
Item Type	Topic / Presenter
Regular	Fall 2018 Code Cleanup (AL / LA, NG) 60
Regular	Critical Areas code update – review, obtain input on draft code (RP) 90
Regular	PC Operations & Logistics (EM) 30

DECEMBER 19 - TENTATIVE	
Item Type	Topic / Presenter
Regular	Critical Areas code update – review, obtain input on draft code (RP) - Tentative 90

2019

JANUARY 2 - CANCELLED	
Item Type	Topic / Presenter

JANUARY 16	
Item Type	Topic / Presenter
Public Hearing	Fall 2018 Code Cleanup (AL / LA) 30
Regular	Critical Areas code update – review, obtain input on draft code (RP) 90
Regular	Community Facilities – PC discussion on policy objectives (NG) 60

JANUARY 30 – SPECIAL MEETING	
Item Type	Topic / Presenter
Regular	Fall 2018 Code Cleanup – PC review / deliberation (AL / LA)
Regular	Community Facilities – PC review of first draft (NG)

FEBRUARY 6	
Item Type	Topic / Presenter
Regular	Introduction / Scoping of 2019 Comprehensive Plan Amendments (EM / RP)

FEBRUARY 20	
Item Type	Topic / Presenter
Regular	Community Facilities – PC review of second draft (NG)

MARCH 6	
Item Type	Topic / Presenter
Public Hearing	Critical Areas code update – Public Hearing (RP)
Regular	Critical Areas code update - PC Review & Recommendation (RP)

MARCH 20	
Item Type	Topic / Presenter
Regular	Critical Areas code update - PC Review & Recommendation (RP) – if needed (tentative)
Regular	2019 Comprehensive Plan Amendments (EM / RP)

APRIL 3	
Item Type	Topic / Presenter
Public Hearing	Community Facilities – Public Hearing
Regular	Community Facilities – PC review and recommendation (NG)
	90
	90

APRIL 17	
Item Type	Topic / Presenter
Regular	Community Facilities – PC review and recommendation (NG) – if needed (tentative)
Regular	2019 Comprehensive Plan Amendments (EM / RP)
Regular	2019 Spring Code Cleanup (TBD) introduction
	90
	60
	60

MAY 1	
Item Type	Topic / Presenter

MAY 15	
Item Type	Topic / Presenter
Regular	2019 Spring Code Cleanup PC review (TBD)
	60

MAY 29 – SPECIAL MEETING	
Item Type	Topic / Presenter
Public Hearing	2019 Comprehensive Plan Amendments (EM / RP)
Regular	2019 Comprehensive Plan Amendments (EM / RP)
	60
	60

JUNE 5	
Item Type	Topic / Presenter
Regular	Planning Commission – Chair / Vice Chair Election (or June 19)
Regular	Planning Commission – PC review of bylaws (or June 19)

JUNE 19	
Item Type	Topic / Presenter
Public Hearing	2019 Spring Code Cleanup – Public Hearing (TBD)
Regular	2019 Spring Code Cleanup – PC review and recommendation

JULY 3 - CANCELLED	
Item Type	Topic / Presenter

JULY 17	
Item Type	Topic / Presenter

JULY 31 – SPECIAL MEETING	
Item Type	Topic / Presenter

AUGUST 7		
Item Type	Topic / Presenter	
Regular	Sign Code update – Introduction (TBD)	60

AUGUST 21		
Item Type	Topic / Presenter	

SEPTEMBER 4		
Item Type	Topic / Presenter	
Regular	Sign Code update – PC Review (TBD)	60

SEPTEMBER 18		
Item Type	Topic / Presenter	

OCTOBER 2		
Item Type	Topic / Presenter	
Regular	Planning Commission review / recommendation on 2020 Comp Plan Docket	60
Regular	Sign Code update – PC review (TBD)	60

OCTOBER 16	
Item Type	Topic / Presenter
Regular	Planning Commission review / recommendation on 2019 Comp Plan Docket
Regular	2019 Fall Code Cleanup - introduction (TBD)
	60
	60

OCTOBER 30 – SPECIAL MEETING	
Item Type	Topic / Presenter

NOVEMBER 6	
Item Type	Topic / Presenter
Regular	2019 Fall Code Cleanup – PC review (TBD)
	60

NOVEMBER 20	
Item Type	Topic / Presenter
Public Hearing	Sign Code update – Public Hearing (TBD)
Regular	Sign Code update – PC review and recommendation (TBD)
	60
	60

DECEMBER 4	
Item Type	Topic / Presenter
Public Hearing	2019 Fall Code Cleanup – Public Hearing (TBD)
Regular	2019 Fall Code Cleanup – PC review and recommendation (TBD)
	30
	60

COMMUNITY PLANNING DEVELOPMENT
LEGISLATIVE WORK PLAN
2019-2021

	2019				2020				2021			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
"Large" Legislative Initiatives												
Currently Under Review												
Critical Areas / Shoreline Master Program Update (City Council Goal #6) Required by GMA												
Community Facilities Zone (City Council Goal #6)												
2019 Comprehensive Plan Amendments (City Council Goal #6 and #7)												
Start in 2019												
Sign Code Update (City Council Goals #6 and #7) Recent case law												
Wireless / Small Cell Regulations (City Council Goal #6) Recent FCC rule												
Start in 2020												
Pilot ordinance for flexible single family development (City Council Goal #6) Implementation of 2018 Comprehensive Plan Amendments												
2020 Comprehensive Plan Amendments												
Start in 2021												
2021 Comprehensive Plan Amendments												
"Small" Legislative Initiatives												
Currently Under Review												
Fail 2018 Code Cleanup Amendments												
Start in 2019												
Spring 2019 Code Cleanup Amendments (City Council Goal #6)												
Fall 2019 Code Cleanup Amendments (City Council Goal #6)												
Green building code amendment Implementation of 2018 Comprehensive Plan Amendments												
Commuter Parking code amendment												
Start in 2020												
Transportation Impact Fee												
Creative Arts District												
International Building Code (City Council Goal #6) City Council review only												
Start in 2021												
Non-Legislative Items (Require PC / CC Briefing)												
Currently Under Review												
Start in 2019												
Building Capacity Analysis												
Start in 2020												
Residential Development Standards (3-year report)												
Regional development capacity targets												
Start in 2021												
Code Compliance (3-year report)												



REVISED
BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5514
December 11, 2018
Regular Business

NEW SOLID WASTE CONTRACT (2ND READING & ADOPTION)	Action: Authorize the Solid Waste Contract with Recology King County, Inc.	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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DEPARTMENT OF	Public Works (Jason Kintner)
COUNCIL LIAISON	Debbie Bertlin
EXHIBITS	<ol style="list-style-type: none"> 1. Mercer Island Solid Waste Contract 2. Mercer Island's Comprehensive Plan - Utilities Element - Solid Waste 3. Recology Executive Summary 4. Recology Customer Service Overview 5. Response to Republic Informal Proposal 6. Approaches to Handling Commodity Value 7. Executive Summary
2018-2019 CITY COUNCIL GOAL	<ol style="list-style-type: none"> 3. Sustainability and Livability 6. Update Outdated Codes, Policies and Practices
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$	n/a
AMOUNT BUDGETED	\$	n/a
APPROPRIATION REQUIRED	\$	n/a

SUMMARY

BACKGROUND

The City's contract for solid waste collection services with Rabanco Ltd., d/b/a Allied Waste Services of Bellevue (known to Island residents as Republic), is set to expire September 30, 2019. Initially, the City requested a 9-month extension which would have allowed the City to negotiate directly with Republic while providing the necessary time to competitively procure a new contract if the negotiations failed.

Due to the current volatility in the West Coast recycling market and impacts from China's "National Sword" and "Blue Sky" initiatives imposing stricter contamination standards, Republic declined the nine-month extension. Instead, Republic requested the City pursue a Request for Proposals (RFP) process or consider a longer extension (minimum of three years) that would include negotiations over rate increases.

If the City had entertained the extension, the ratepayers likely would have seen significantly higher rates due to lack of competitive alternatives during the negotiation. As such, due to timing constraints and the City's lack of negotiating leverage, the City decided to move forward with a competitive RFP process. The RFP provided the most competitive, fair and equitable environment for all Proponents.

Changing Recyclable Commodity Market

Recent changes to international policies restricting foreign imports of recyclable materials, coupled with the need to reduce contamination levels in recycling streams and a declining global market value for some recyclables, have resulted in significant challenges for the solid waste and recycling industry. Historically, recyclable material went to China for processing and manufacturing into new products. China’s recent strict contamination limits have significantly changed the global commodity markets.

With the changing, uncertain market as a backdrop, the City went into the RFP process willing to put in place a risk and reward sharing mechanism, with a built-in annual review process enabling the contract to reflect reality throughout the life of the service. By including this “Commodity Adjustment Mechanism,” the City was able to secure proposals from all four major regional haulers, leading to a far more competitive RFP process.

Commodity Adjustment Mechanism

This provision in the new contract allows for the commodity value per ton for the current contract year to be compared to the calculated commodity value per ton for the previous year to determine a percentage increase or decrease. Once the market settles, this mechanism is expected to deliver mutual benefits with income sharing opportunities.

SUSTAINABILITY ADJUSTMENT FEE

During the Council’s discussion on December 4 (see [AB 5505](#) and [AB 5508](#)) about the proposed new Solid Waste Contract with Recology King County, Inc. (“Recology”), Council requested additional information and clarification about the proposed 3.5% Sustainability Adjustment Fee. As discussed, the 3.5% fee was to be included in the new contract, regardless of the selected proponent. This type of fee, sometimes referred to as an “Administrative Fee” in other communities, is utilized for different City services and varies in rate across other jurisdictions and is typically used to fund a range of programs and needs. The table below identifies the fee from other communities that Recology currently serves.

Fee Charged in Other Existing Recology Contracts

City	Fee %
Des Moines	13%
Burien	13%
Issaquah	13%
Shoreline	12%
Average	9%
Bothell	8%
SeaTac	5%
Mercer Island (Proposed)	3.5%
Maple Valley	2%

(Note: Carnation uses a flat fee)

Rather than be arbitrary and capricious when identifying the appropriate fee to apply, the staff pegged it to the salary and benefits of one comparable FTE, and used the City’s current position of Sustainability and Communications Manager, which is funded through the City’s enterprise funds (Sustainability - 0.4 FTE) and through the General Fund (Communications - 0.6 FTE). The inclusion of the Sustainability Adjustment Fee is not intended to fund the Sustainability and Communications Manager position specifically (this position is already funded for the 2019-2020 biennium), rather it is intended to be utilized for sustainability programming and support proactive work towards enacting the community and the Council’s stated commitment to sustainability.

Contract Administration and Oversight

First and foremost, for Mercer Island, this contractual fee is an opportunity to reestablish needed contract oversight and to ensure that the contractor meets stipulated performance objectives. According to the City’s independent consultant, depending on the size and complexity of the contract, approximately 1-2% is needed for basic contract administration.

Under the new contract the contractor is responsible for completing waste audits and tracking and reporting performance measures. It is the City’s responsibility to ensure compliance with these measures and hold the contractor accountable.

Reducing Contamination & Improving Diversion

Given the volatility in the current recycling market and the shared risk associated with the Commodity Adjustment Mechanism, it is in the City’s interest to improve the quality of what is recycled so that the price per ton for the commodity value increases. A major communications emphasis will be on “Empty, Clean and Dry” recycling material in order to reduce contamination rates.

Improved diversion rates and reducing landfill volumes through waste prevention, reuse, and recycling, especially in the multi-family setting, have long been a priority for Mercer Island’s Council and Utility Board. Although the contractor will be partially responsible for public education and outreach, the partnership and collaboration between the City and contractor is imperative to continued improvement in these programs, especially to ensure the City’s diversion rates continue to improve. Unified messaging and outreach will be needed.

Enhanced Partnership

The table below lists some examples of the way in which the City could enhance outreach efforts already expected from Recology. The City could also use enhanced capacity to pursue County and State grants that may help fund any one of these program items – currently there is no staff time available for this purpose.

Recology Deliverables	City Enhancement
Outreach tabling at City & community events	Assist with logistics and contacts
Technical assistance for commercial accounts especially with respect to food waste	Encourage and publicize widespread participation
Community involvement by employees	Help arrange, coordinate, & publicize charity recipient, such as a beautification project, clean-up project, or food drive
Education outreach and waste audits to schools	Publicize and coordinate ongoing partnership
Waste reduction and recycling outreach to general community	Promote and execute coordinated long-term publicity through all City channels (E-News, Social, etc)
Tailored outreach to multi-family accounts (owners and tenants) to improve diversion rates	Help arrange, coordinate, review City code
Support future City waste initiatives	For example, City may pass Ordinance banning use of food-container Styrofoam
Public tours of Material Recovery Facility (MRF)	Promote opportunity and publicize

King County Solid Waste Comprehensive Plan

Every City is required to adopt as part of its Comprehensive Plan, a plan for long-range planning for solid waste. Most cities in King County, including Mercer Island, recognize King County as its solid waste planning authority (see Exhibit 2, Mercer Island's Comprehensive Plan - Utilities Element - Solid Waste). The City Council is scheduled to adopt the updated King County Plan on February 5, 2019. Consistent, proactive work will be necessary to meet King County's Solid Waste Management Plan interim diversion goal (70%) and make continued progress towards Zero Waste of Resource (for materials with economic value) by 2030.

The new contract offers the occasion to reset and improve solid waste service delivery and meet the policies identified in the Comprehensive Plan. It provides a renewed opportunity to ensure the contractor meets performance measures established in the contract and requires consistent reporting that will help improve diversion and customer service to the community. These sustainability efforts will be measured and directly tied to the performance of the contract.

Council Goals and Work Plan

Moreover, this fee will be used to develop programming that aligns with the City Council Goals and priorities. The Mercer Island community has long regarded sustainability an important value and priority. In 2006, the City Council adopted a budget policy that directed the City's staff to "undertake efforts to curtail its consumption of scarce resources including electric energy, water, fossil fuels and landfill space" and set new targets for the conservation of natural resources. Furthermore, Council direction has been clear that the effectiveness of sustainability efforts should be evaluated by their measurable impact on the carbon footprint of the Island.

Identified earlier this year as City Council [Goal 3: Deepen the City's Commitment to Sustainability and Livability](#), the Council has expressed interest in developing new goals and policies that will truly improve sustainability and livability on Mercer Island. Initiatives identified as part of the Council's work plan include:

- Prepare and implement 6-Year Sustainability Plan – work closely with Sustainable MI to develop this plan. Early action items include:
 - Reviewing/evaluating a proposal to ban Styrofoam containers
 - Seeking recognition as a Bike-Friendly community
- Explore/adopt the STAR Communities Framework – this is a data-rich effort followed by actual actionable items that would span across City departments, which could save taxpayer money and resources.
- Launch and track GHG emission and energy efficiency – by tracking and benchmarking major city facilities, this effort could save taxpayer dollars and reduce impacts to the environment.

Unfunded and Underfunded Mandates

Local government continues to be impacted by unfunded, or under-funded, mandates from state and federal agencies, courts, initiatives/referendums, the State Legislative and Congress. Additional resources would assist in hedging off as-yet unknown waste-related mandates.

RECOMMENDATION

The RFP process provided the most competitive, fair, open and equitable environment for all Proponents. Recology scored the highest in both sections of the RFP. As such, staff recommends awarding the Solid Waste Contract (Exhibit 1) to Recology Services King County, Inc (see Exhibit 3 for a Recology Executive Summary).

Recology's Commitment to Customer Service

Recology's proposal includes technology platforms that utilize and leverage data to create efficient collection routes and minimize customer disruptions. Customer service staff are required to complete a

Customer Service Training Program to ensure a smooth transition (see Exhibit 4 for additional information). During the City of Bothell’s implementation, the Recology collection team achieved zero misses in the first week of the transition. Recology’s standard is 0.25 misses or less per 1,000 customers served.

City staff researched to find if any of the seven cities contracting with Recology (listed above) conducted citizen satisfaction surveys. Issaquah and Shoreline recently completed surveys. In the table below, Mercer Island is included for comparison purposes:

CITY	% Satisfied
Issaquah (2017)	
Garbage collection	89%
Recycling	88%
Yard waste pick-up	90%
Shoreline (2018)	
Garbage and recycling provider services	86%
Mercer Island (2018)	
Residential curbside recycling services	82%
Residential curbside trash services	85%

Per the requirements of the RFP, Recology is responsible for the development of a transition and implementation plan. Staff will return to Council in early 2019 to outline details of this plan, including communication and public outreach components for a smooth transition of services.

RECOMMENDATION

Public Works Director

MOVE TO: Authorize the City Manager to execute the comprehensive contract for garbage, recyclables, and compostable collection services with Recology King County Incorporated.

COMPREHENSIVE
GARBAGE, RECYCLABLES, AND COMPOSTABLES
COLLECTION SERVICES
CONTRACT

City of Mercer Island
and
Recology King County Inc.

October 1, 2019 – September 30, 2029



**Comprehensive Garbage, Recyclables, and Compostables
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This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract"), passed by the Mercer Island City Council at its regular meeting on the ____ day of _____, 2018. This Contract is made and entered into this _____ day of _____, 2018 (hereafter the "Date of Execution"), by and between the City of Mercer Island, a municipal corporation (hereafter "City"), and Recology King County Inc. (hereafter "Contractor").

RECITALS

WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within the Service Area; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City conducted a thorough and exhaustive competitive process; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had the right at any time during the process to reject any or all of the competitors, regardless of their proposals or prices; and

WHEREAS, having completed the competitive process, the City has selected the best candidate to provide the services outlined in the competitive process; and

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the services as requested in the competitive process; and

WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the competitive process and included below;

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

AGREEMENT

1. DEFINITIONS

The following definitions apply to terms used in this Contract:

Bulky Waste: Discrete items of Garbage of a size or shape that precludes collection in regular collection containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Cart: A Contractor-provided 20-, 35-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant.

Change of Control: The term “Change of Control” means any single transaction or series of related transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

City: The word “City” means the City of Mercer Island, in King County, Washington. As used in the Contract, use of the term “City” may include reference to the City Manager or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City.

Commercial Customer: Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Foodscrap generated by any Residential or Commercial customers. Shredded uncontaminated paper shall be accepted as a Compostable material.

Contractor: Recology King County Inc., which has contracted with the City to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting Recyclables and Compostables.

Container: Any Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

Contract: Refers to this contract for comprehensive garbage, recyclables and compostable collection services.

Contract Term: Refers to the term of this Contract as provided for in Section 2.

County: King County in Washington State.

Curb or Curbside: Refers to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: All account-holders of the Contractor's services within the City.

Date of Commencement of Service: October 1, 2019, which is the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

Date of Execution: The date that this Contract is executed by all signatories.

Day/Days: Calendar days unless otherwise specified.

Detachable Container: A watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: An all-metal loose material or compactor container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Environmental Law: Any applicable federal, state, or local statute, code, or ordinance or federal or state administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment

Extra Unit: Excess material that does not fit in the Customer's primary Container. In the case of Garbage and Compostables Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is one (1) cubic yard.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such

as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current King County sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Compostables.

Garbage Can: A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect proof and kept in sanitary conditions by their owner at all times.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

Multifamily Complex: A multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service.

On-call: The provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

Party: Either the City or the Contractor.

Parties: The City and Contractor.

Private Road: A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Public Street: A public right-of-way used for public travel, including public alleys.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.

Residence/Residential: A single-family and/or multifamily living space individually rented, leased or owned.

Services: Refers to the comprehensive garbage, recyclables and compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The service boundaries indicated in Exhibit A as of the Date of Commencement of Service, which shall be the City's corporate boundaries.

King County Disposal System: The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between the City and King County.

Single-Family Residence: All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, and other materials.

Strike Contingency Plan: The plan the Contractor will develop pursuant to Section 4.1.19 of this Contract.

Transition and Implementation Plan: The plan that the Contractor will develop pursuant to Section 4.1.22 of this Contract.

Unacceptable Waste: Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to heal or the environment, or which cannot be legally accepted at the applicable disposal facility.

WUTC: The Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, or Garbage Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

2. TERM OF CONTRACT

The Term of this Contract is ten (10) years starting on the Date of Commencement of Service. The City and Contractor, may, at the sole option of the City, extend the Contract for an extension of up to two (2) years in duration. The extension shall be under the original terms and conditions of this Contract or (if the Contract has been amended) as the Contract may have been amended at the time of the extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not less than one hundred and eighty (180) days prior to the expiration of the Contract Term. With the parties' written consent, the requirement of one hundred and eighty days prior notice may be waived. At the time the City provides the Contractor with written notice of extension the Contractor may provide the City with a written proposal detailing services, terms, and rates for a longer contract extension or renegotiation of this Contract. The City shall review the proposal and may, at its sole discretion, determine whether to enter into negotiations regarding the proposal.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations

from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.

- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4. SCOPE OF WORK

4.1 General Collection System Requirements

4.1.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

4.1.2 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads. The Contractor shall use smaller limited-access service vehicles as necessary to provide service to those Customers.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access. Such determination that damage is probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.

4.1.3 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones, including mixed-use areas shall be made between the hours of 7:00 a.m. and 4:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with holiday and inclement weather schedules.

All collections from Commercial Customers shall be made between the hours of 4:00 a.m. and 4:00 p.m., provided that service to those Customers shall neither disturb Residential Customers in adjoining Residential zoned areas, nor violate the noise provisions of the Mercer Island Municipal Code, as amended. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 4:00 p.m., and no earlier than 9:00 a.m. on Saturday in the event of make-up collections. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the Mercer Island Municipal Code. The City's noise ordinance, as amended, may further restrict these terms and hours of collection.

4.1.4 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer, and carry photo identification on their person. At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. The City reserves the right to request at any time that the person be removed from all performance of additional work under this Contract. The Contractor shall remove the employee from Contract work within four hours of City notification.

4.1.5 Disabled Persons Service

The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-Family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation, which shall not be unreasonably withheld by the City.

4.1.6 Holiday Schedules

The Contractor shall observe the same holiday schedule as the King County Transfer Stations. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's web site, and by press releases to general news media in the Mercer Island area by the Contractor the week prior to the holiday affecting service.

4.1.7 Inclement Weather

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone or email of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City not later than 5:00 p.m. on the same day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide automated notification calls, texts or e-mails (at Customers' preference) to all missed Customers by 3:00 p.m., including information about when their next collection is expected.

In the event that collection services are interrupted for one week for any Single-Family Residential Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those Customers with interrupted service on their next regularly scheduled collection day provided that the Contractor shall offer a make-up collection on Saturday for Customers who call in and pay for an extra make-up collection. The Contractor shall collect Garbage, Recyclables and Compostables from Multifamily Complex and Commercial Customers as soon as safely possible.

In the event that collection services are interrupted for two or more collection cycles for one or more Single-family Residential Customers, the Contractor shall provide a temporary Residential Garbage and Recycling collection site on the day of the second missed day using driver-staffed Drop-box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 4:00 p.m. and/or on Saturdays following disruptions due to weather in order to finish collection routes.

Weather policies shall be included in program information provided to Customers and on the Contractor's city-specific webpage. On each inclement weather day, the Contractor shall release notices to local newspapers and radio stations notifying residents of the modification to the collection schedule.

4.1.8 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

4.1.9 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.1.11, of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 AM the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 4.3.4).

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

4.1.10 Same Day Collection

Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

4.1.11 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected (other than residue), unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise recoverable materials destined for disposal.
- Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those incoming materials and that maximum cost-effective recovery is a primary objective of the City's collection programs.

The Contractor shall develop and implement a program to reduce contamination in Customers' Recyclables and Compostables Containers. The Contractor's program shall include communication, education and outreach to Customers, and methods for evaluating Customer compliance with recycling and contamination standards.

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

4.1.12 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables and Yard Debris shall be collected from each Single-family Residence.

The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the effective date of the proposed change to and obtaining written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written, telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, such approval shall not be unreasonably withheld.

4.1.13 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use new 2018 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services performed under this contract under this Contract. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the Service Area. Vehicles shall have a switchable placard that clearly indicates the material stream currently being collected by that vehicle. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. The lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 6.1.

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a minimum 10-gallon capacity spill kit.. Any equipment not meeting these standards shall not be used within the Service Area until repairs are made. Clean-up of any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to them being removed from service shall be initiated

within three (3) hours of being noticed/notified by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall notify the City-designated spill reporting telephone number of any spills that enter drainages within four hours. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 6.1. The Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers within four hours of observation so that those spills may be addressed in a timely manner.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles or on special placards attached to vehicles. The City's approval shall be in writing and solely within the City's discretion. Vehicle inventory numbers shall be displayed on the rear panel of the vehicle body and shall show, in lettering at least 6" high, an abbreviated truck designation number specific to the City. For example, N-1, N-2, etc. limited to a two digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The City may approve a different numbering system proposed by the Contractor provided that it meets the objective of rapid and memorable truck identification. The City will provide the Contractor with policy timelines for reporting spills versus driving complaints to the City. Spills should be reported within four hours to the City as directed by the City's reporting policies, which will be provided to the Contractor by the City.

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer service database no less than daily to allow Customer service personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

4.1.14 Container Requirements and Ownership

Contractor Garbage fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.

Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Drop-box Containers, which may be Customer-owned or –leased from other parties. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

In the event the Customer uses a Garbage Can for Extra Units, the Contractor shall handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the size capacity and material preparation requirements of the Container. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name.

4.1.14.1 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide a 20-, 35-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, 35-, 64-, and 96-gallon Carts for Recyclables collection, and 20-, 35-, 64-, and 96-gallon Compostables Carts for Compostables collection. All Carts used at the start of this Contract shall be new. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All Carts must have materials preparation instructions and telephone and website contact information printed on a sticker on the lid.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement. Carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow to minimize potential fire problems.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables), and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or the City. In the event that a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, Customers shall be notified on the same day via a door knocker tag of the incident and a replacement cart shall be provided within twenty-four hours of the loss. Replacement Carts may be used and reconditioned, but shall be presentable and cleaned before delivered to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

4.1.14.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance, and a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance with Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide a fee-based On-call Container cleaning service to Customers.

As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one business day any Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Inspector, King County Health Department inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard. The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Customer containers shall be supplied by the Contractor, with the exception of compactors. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. However, Containers owned or secured by Customers must be properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

In the event that a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

4.1.14.3 Ownership

At the end of the Contract Term or in the event the Contract is terminated for any reason, all Containers used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Temporary Containers, Compactor Drop-boxes leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

The City may elect to assign this potential ownership of said Containers to a third-party, and shall provide written notice to the Contractor. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercising of its rights under this Section 4.1.14.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

4.1.14.4 Container Colors and Labeling

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts shall be green, and Carts and Detachable Containers for Garbage shall be grey. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with instructional information and contact information that include both a customer service phone number and website address. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their sole expense shall reproduce and reaffix labels on all Containers.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and a website address, printed on a sticker, and subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor if labels fade or are unreadable, or upon City's request for any individual Container.

4.1.14.5 Container Weights

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

Any loose Extra Units that are not place in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

4.1.14.6 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

4.1.15 Inventory of Vehicles and Facilities

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. The City reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

4.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during collection shall be cleaned up or removed by the Contractor within four hours of occurrence at its sole expense. Any associated spillage or leakage entering the City's municipal storm system shall be cleaned promptly by Contractor staff, to the extent possible. The Contractor shall be responsible for all City's costs

in the event that City staff or contractors are required for spill containment or cleaning due to the Contractor's action. The Contractor shall document the fluid leakage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not cleaned up or removed by the Contractor within the required time frame shall be cause for performance fees, as described in Section 6.1 and may be subject to fines and penalties pursuant to City municipal code. Should a leakage or spillage occur during collection, the Contractor shall notify the designated City contact. Contractor expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be cleaned up or removed by the Contractor within four hours at its sole expense. The Contractor shall document the reported leak or spillage, who reported the incident, and measures made to correct the incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within one business day of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

4.1.17 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a partial or city-wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by city-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with Section 8.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, costs (or savings) accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 4.3.4.1. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

4.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage,

Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

4.1.19 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to cover Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within one week following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within one week following the initiation of the disruption.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week.

In the event that a disruption lasts more than one full Single-family Residential collection cycle, the Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

If there is no make-up collection, the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

The City and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay the City monthly by the tenth day of the following month:

1. A cost reimbursement amount of one thousand dollar (\$1,000.) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. A performance fee of two thousand five hundred dollars (\$2,500.) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
3. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
4. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

The performance fees listed as 2 through 4, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City's invoice.

Fees paid by the Contractor under the terms of this Section 4.1.19 are not regular performance fees for the purposes of Section 6 and shall not be counted in the cumulative performance fee default threshold referenced in Section 6.2 (6).

Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant to this section shall be maintained in confidence by the City to the maximum permissible extent under applicable law.

4.1.20 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area, and shall address the design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the

site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables and Compostables services.

4.1.21 Safeguarding Public and Private Facilities

Contractor shall protect all public and private improvements, facilities, and utilities whether located on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify the City in writing of all damage within four hours, and Contractor shall repair or replace the same or pay the City for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, Contractor shall, along with notifying the City in writing, call the City to inform them of such matter. If Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor. The Contractor shall be liable for any damage to property or person caused by the actions of Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

4.1.22 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of

the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City prior review and written approval.

4.1.23 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third party rights under this Contract.

Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under the Contractor's bargaining agreement.

4.1.24 Performance Review

The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer service standards. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) days of completion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the service failure or proceed with the contract default process pursuant to Section 6.2 of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this Section 4.1.24 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

The City may, at its option, and upon reasonable notice to the Contractor, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance

incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. The City shall bear the costs of City staff, City-retained consultants and performance incentives (if used) and the Contractor shall bear the costs of Contractor staff and route costs to perform the monitoring.

4.1.25 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or Mercer Island City Hall, at the City's option, on a weekly basis during the period three months before and two months after the Date of Commencement of Service and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal office hours and shall be supervised by the Contractor's staff.

4.1.26 Collection/Disposal Restrictions

Unless otherwise directed by the City, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement with King County), shall be delivered to the King County Disposal System in compliance with all King County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 6.1. Contractor shall be liable and legally responsible for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such

materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material; provided, however, that the residual is appropriately disposed of within the King County Disposal System. The processing of such recyclable material shall only be undertaken with the prior written approval of King County and the City and in accordance with the Solid Waste Interlocal Agreement between King County and the City of Mercer Island. Contractor in all such instances shall charge Customers no more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no higher than those provided for in Exhibit B.

4.1.27 Emergency Response

Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B.

Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 4.3.4. Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

4.2 Collection Services

4.2.1 Single-Family Residence Garbage Collection

4.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence Customers in, and properly prepared and contained materials adjacent to Garbage Cans, bags, and Garbage Carts.

4.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no additional charge as part of the Customer-chosen service level. Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request. Each Customer's initial Container must be Contractor-provided Container, provided that Garbage in excess of the Customer's initial Container may be bundled or placed in a Customer-owned Garbage Can or plastic bag.

4.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

1. One 20-gallon Garbage Cart;

2. One 35-gallon Garbage Cart;
3. One 64-gallon Garbage Cart; and
4. One 96-gallon Garbage Cart.

The Contract shall also offer a service of once per month collection of non-putrescible waste in a 35-gallon Cart.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than one business day prior to that Customer's regular collection. Sunken cans shall be collected and assessed the sunken can surcharge listed in Exhibit B.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set out location.

The Contractor shall offer Single-Family Residential Customers an On-Call clean-up program that allows each Single-Family Customer to place up to one cubic yard of Garbage once each year at the Curb for collection on the Customer's regular collection day, provided that any individual item is no larger than three feet by three feet and weighs no more than sixty-five pounds, plus two non-appliance bulky items such as couches or large chairs. The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year, unless they pay for regular Extra Units or Bulky Waste collection service.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

4.2.2 Single-Family Residence Recyclables Collection

4.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, without extra charge. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such

materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Exhibit C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Exhibit C list.

4.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart. A Customer may request and receive one or more additional Recycling Carts at the fee listed in Attachment B.

Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request.

4.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location, and out of any Public Street, in an orderly manner.

The defined list of Residential Recyclables in Exhibit C shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

4.2.3 Single-Family Residence Compostables Collection

4.2.3.1 Subject Materials

Properly-prepared Compostables shall be collected from all Single-Family Residence Customers.

4.2.3.2 Containers

The Contractor shall provide one Compostables Cart to each Single-Family garbage Customer at no charge and shall provide additional Compostable Carts and service at the additional Compostable Cart fee provided in Exhibit B. The default Compostables Cart size shall be 96-gallons, provided that the Contractor

shall offer and provide 35- or 64-gallon Compostables Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the default Compostables Cart.

Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft paper bags or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris." Excess Yard Debris shall be charged at the Extra Unit rate specified in Exhibit B.

Compostables Carts shall be delivered by the Contractor to new Customers and Customers requesting a replacement Compostables Cart within seven (7) days of the Customer's initial request.

The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers at the rate provided in Exhibit B.

4.2.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all subscribers. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of 96 gallons may be charged at the additional Cart rate (if that Customer has ordered one or more additional Compostables Carts) or as Compostables Extra Units in 32 gallon increments in accordance with Exhibit B.

Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and out of the public street

4.2.4 Multifamily Complex and Commercial Customer Garbage Collection

4.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or properly prepared and contained materials next to Containers.

4.2.4.2 Containers

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and one (1) through six (6) cubic yard compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

4.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall provide locks for Containers upon request and remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for either opening gates or unlocking containers. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

Multifamily Complex and Commercial Garbage may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by the City.

4.2.5 Multifamily Complex Recyclables Collection

4.2.5.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily Customers, shall be collected as part of the basic Garbage collection services, without extra charge and without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Exhibit C.

4.2.5.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex Customers requesting Containers.

The Contractor shall encourage and promote recycling and recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. The Contractor may decline to collect Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

4.2.5.3 Specific Collection Requirements

Multifamily Complex recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

4.2.6 Multifamily Complex and Commercial Customer Compostables Collection

The Contractor shall provide subscription-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers.

4.2.6.1 Subject Materials

The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

4.2.6.2 Containers

Carts shall be provided to subscribers as part of the service at no additional charge. Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer's initial request.

The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at the rates set forth in Exhibit B:

1. One 35-gallon cart (weekly)
2. One 64-gallon cart (weekly or semi-weekly)
3. One 96-gallon cart (weekly or semi-weekly)

4.2.6.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-weekly, as subscribed for and requested by the Customer. Collections shall be made on a regular schedule

on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

4.2.7 Drop-Box Container Garbage Collection

4.2.7.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer.

4.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 4.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty containers by the Contractor to new and temporary Customers within three (3) business days after the Customer's initial request.

4.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall be delivered to new Customers within one business day of their initial request.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that Contractor deliver material to a facility other than the closest King County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such delivery(ies).

4.2.8 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within three business days after the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables collection and shall not

exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.

4.2.9 Special Event Services

Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to Customers sponsoring special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Compostables diversion is achieved. Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes and tonnages of materials disposed of and diverted for recycling and composting.

Contractor shall provide special event services as a bundle, with each event providing collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of the City.

4.2.10 City Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City -owned municipal facilities and parks as a part of this Agreement and at no additional charge. The service levels for each City facility listed may be changed at the City’s discretion at no additional cost to the City. As of the date herein, these facilities consist of the following:

Facility	Address	Service Levels
Mercer Island City Hall	9611 SE 36th Street	Garbage 2 yd (1x service per week) Recycle 4yd (1x service per week)
Mercer Island Maintenance Facility	9601 SE 36th Street	Garbage 6 yd (3x service per week) Garbage 6yd (1x service per week) Recycle 4yd (3x service per week)
Mercer Island Reservoir Facility	4350 88th Ave SE	Garbage 2 yd (1x service per week)
Luther Burbank Park	2040 84th Ave SE	Garbage 6 yd (2x service per week) Recycle 6 yd (1x service per week)
Aubrey Davis Park	2101 72nd Ave SE	Garbage 6 yd (2x service per week)
Fire Station #91	3030 78th Ave SE	Garbage 2 yd (1x service per week)

		Recycle 1.25 yd (1x service per week)
Mercer Island Boat Launch	3600 East Mercer Way	Garbage 6 yd (2x service per week seasonal use (April – October))
Island Crest Park	5000 Island Crest Way	Garbage 6 yd (1x service per week)
Mercerdale Park/Mercer Island Thrift Shop Drop-box	7710 SE 34th	Up to 125 drop-box hauls and 155 tons annually. Additional hauls or tonnage shall be at Contract rates
Mercer Island Community & Event Center	8236 SE 24th	Garbage 4yd (3x service per week), Recycle 3 yd (2x service per week), Compostables 90 gal (every other week)
Fire Station #92	8473 SE 68th	Garbage 2 yd (1x service per week) Recycle 2-90 gal (every other week) Compostables 90 gal (every other week)
South Mercer Playfields	84th Ave SE and SE 78th	Garbage 4 yd (1x service per week)
Downtown receptacles (up to 34)	34 locations within the downtown zone.	1x service per week (November – March); 2x service per week April - October

At any time during the Term of this Contract, the City may add up to two City facilities and up to two additional City parks in addition to those listed above.

In cases in which Garbage, Recyclables or Compostables are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Compostables.

4.2.11 Community Events

The Contractor shall provide support for up to three City-sponsored events each year. That support shall include Garbage, Recyclables, and Compostables Cart collection as necessary, including delivery, placement, collection, disposal/diversion of materials, and removal of Carts after the event. The three initial public events designated by the City are SeaFair, Summer Celebration, and Leap for Green.

Additional event services for public (above the three provided at no cost each year) or all events conducted by private Customers shall be charged at the rate listed in Exhibit B. Rates are all-inclusive for delivery, setup and collection of containers.

4.2.12 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and Commercial Customers.

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours prior to collection. The Contractor shall notify the Customer of the specific date that their item will be collected, the charge that will be made to their next bill, and where the item should be placed for collection.

The Contractor shall recycle all metal appliances, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 4.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 4.1.3, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner.

4.2.13 Excluded Services

This Contract does not include the collection or disposal of Unacceptable Waste.

4.3 COLLECTION SUPPORT AND MANAGEMENT

4.3.1 General Customer Service

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- Answering Customer telephone calls and e-mail requests;
- Requesting at start of service Customer’s preference for notification of service changes via robo-calls, texts or emails;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing;
- Maintaining and updating regularly as necessary a user-friendly internet website; and
- Maintaining and updating regularly as necessary a user-friendly mobile application.

These functions shall be provided at the Contractor’s sole cost, with such costs included in Contractor charges set forth in Exhibit B.

4.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within fifteen (15) miles of the City’s corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor’s call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and no less than four hours on Saturdays. The holiday collection schedule described in Section 4.1.6 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor’s call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for city-use during all hours, including normal office hours. Inability to reach the Contractor’s staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 6.1.2

4.3.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from all Customers without delay. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than telephone, including letters, e-mails, mobile messages or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and

service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the transition and implementation period shall be subject to the City's prior review and approval.

4.3.2.2 City Customer Service

The Contractor shall maintain staff that has management level authority to provide a point of contact for the majority of inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

- Assisting staff with promotion and outreach to Single-Family Residences, Multifamily Complexes, Commercial Customers, and special events;
- Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and
- Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues.

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed, and shall return messages (telephone, mobile messaging, or e-mail) within four (4) hours of the City's leaving or sending a message.

Should the Contractor fail to meet the City expectations for customer service as described herein, the Contractor shall be assessed performance fees in accordance with Section 6.1.

4.3.2.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received through the Contractor's non-office hours voice mail or answering service shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one business day of the original phone call, letter, or electronic communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or other City-approved format) of software to the City with the monthly report.

4.3.2.4 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office is closed.

A Customer calling into the Customer service phone lines and placed on hold shall hear either the City - specific messages or messages that are applicable and not misleading to Customers.

4.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

4.3.2.6 Contractor Internet Website

The Contractor shall maintain a website containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, current day of collection map, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include contact function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. Electronic Customer service requests shall be answered within one business day of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and not more than six (6) hours from of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall provide timely updates to the website, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into a minimum of four (4) languages other than English, including Spanish, Chinese, Korean, Russian, and one other language to be identified by the City. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-Family Residence, Multifamily Complex and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to assist them in providing excellent customer service. The Contractor shall provide the City with internal customer service representative training and support information specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

4.3.2.8 Customer Communications

All Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution.

The City and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

4.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every-other-month or quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters include, but are not limited to the service period, invoice date, due date, late fee date,

reminder date(s), Container removal and stop-service date. The City reserves the right to review and provide feedback on the bill template used by the Contractor as to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees in Exhibit B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under policies and amounts that have been previously approved in writing by the City. The Contractor may stop service to delinquent accounts with the prior approval of the City.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain that information.

Customers may temporarily suspend collection services due to vacations or other reasons for as long and as often as desired in two (2) week increments and be billed pro-rata for actual services received. The Contractor may charge an extended vacation hold/standby fee as listed in Exhibit B instead of retrieving Carts for those Customers who request a vacation hold greater than one month in duration.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by the City;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts from the City for specific Customer sectors;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the

fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;

- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Collecting unpaid charges from Customers for collection services; and
- Implementing rate changes as specified in Section 5.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The City shall have unlimited rights to use such account servicing database for the purpose of developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

4.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no cost to the City. In addition, the Contractor shall allow City staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or composting facility certified weight slips, and Customer charges and payments.

4.3.4.1 Monthly Reports

On a monthly basis, by the last working day of each month, the Contractor shall provide a report containing the following information for the previous month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include:

1. A log of all Customer complaints including Customer name, property name and address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by service level/Container size, and service frequency.

3. Report from the Contractor's customer service telephone system showing total call volume, total calls answered, and average speed of answer.
4. Website utilization report showing total number of Customers managing their services on-line, total number of messages received via website, data on site usage, and other data or information as Mercer Island may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multifamily Complex and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables quantities, contamination levels and processing residues disposed as Garbage, and notice of any significant changes in market value, if any.
7. A description of any vehicle accidents, infractions and reported leaks.
8. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages for City services and events.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field-testing by the Contractor.

4.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.

4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
8. A list of Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.
9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

4.3.4.3 Ad Hoc Reports

The City may request and receive from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and with Microsoft software (or other City-approved software) compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

4.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Term of

the Contract. Information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 of the Revised Code of Washington.

4.3.5 Promotion and Education

The Contractor, at its own cost and at the direction 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, distributing City-developed promotional and educational pieces at the City's direction, and implementing 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. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contractor shall deliver an annual comprehensive service guide to each Single-Family Residential and Multifamily Complex customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information. The service guide may be printed or electronic (e.g. link to a website with a condensed service guide), as the option of the Contractor.

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.

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 review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

4.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 4.1.15.3, the

Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide a detailed customer list, including customer name, service address, mailing address, and collection and container rental service levels to the City in Microsoft Excel format (or other City-approved format) within seven (7) days of the City's request.

Failure to fully comply with this Section 4.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

5. COMPENSATION

5.1 Compensation to the Contractor

5.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor.

In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by the City. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

The City is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract, or for services the City obtains as a Customer.

In the event that Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

5.1.2 Itemization on Invoices

All applicable City, County, and Washington State solid waste or household hazardous waste taxes or fees, utility taxes, and (if allowed under the last paragraph of Section 5.1.2) sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B, except that the City Sustainability Adjustment Fees shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

All Recyclables and Compostables collection costs for the initial Cart of each service provided to Single-Family Residences shall be included in the Garbage collection rates for all Customers and are included in the Customer rates listed in Exhibit B.

Charges for excess Garbage or Compostables, Single-family, Multifamily Complex and Commercial Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Exhibit B.

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus five (5) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Attachment B. In no case shall Customers be separately charged sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 5.3.2), Garbage collection service level shifts, or other changes affecting the collection system.

5.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of thirty-five thousand dollars (\$35,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City a Sustainability Adjustment on or before the fifteenth (15th) day of each month during the term of this Contract, starting on November 15, 2019. The Sustainability Adjustment shall be based on the gross revenues received by the Contractor from all Customers under this Agreement, excluding Drop-box disposal fees. The initial Sustainability Adjustment shall be assessed at (3.5%) of gross revenues received by the Contractor from those Customers since the last Sustainability Adjustment payment period, consistent with the Sustainability Adjustment fee calculations shown in Exhibit D. The Contractor's obligations to pay the Sustainability Adjustment shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The rates included in Exhibit B, as modified during the term of this Contract, include the Sustainability Adjustment, and Customers shall not be separately charged an itemized Sustainability Adjustment. Exhibit D contains an example of how the Sustainability Adjustment is included in rates, and lists the Contractor's service rate, the City's share of the retail rate, the State excise tax associated with the Sustainability Adjustment Fee, and the combined retail rate. Any adjustments to the Sustainability Adjustment rate shall be calculated in a manner consistent with the example shown in Exhibit D.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad debt recovery.

The City may change the Sustainability Adjustment level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the Contractor of the new Sustainability Adjustment Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Sustainability Adjustment is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2018), as may be adjusted from time to time by the State of Washington.

The Contractor shall pay the City the calculated commodity value of Recyclables in accordance with Section 5.3.4.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 8.10, Permits and Licenses.

5.3 Compensation Adjustments

5.3.1 Annual CPI Service Component Modification

The collection fee component of the Contractor's service fees contained in Exhibit B, and the miscellaneous fees and charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge effective January 1, 2021 will be based on the CPI for the twelve (12) month period ending June 30, 2020.

In the event that the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. In the event that the CPI index series increases over five percent (5%) year-to-year, the actual adjustment used shall be capped at five percent (5%). Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

Adjustments under this Section 5.3.1 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Beginning January 1, 2021, Contractor's compensation shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2020. In the event that the Contractor does not submit a Rate Adjustment Statement

by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period and the Contractor may not appeal this action. On the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1st of the following year. An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

5.3.2 Changes in Disposal Fees

Periodic adjustments shall be made to the disposal fee component of the Contractor's service fees contained in Exhibit B to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in the County disposal fees, the disposal fee component of each service fee charged to Customers shall be adjusted by the percentage increase or decrease in the County disposal fees. Disposal fee changes shall be effective on the date of the County's implementation, provided that the Contractor has provided Customers 45-days notification. An example of rate modifications due to Garbage disposal fee changes is provided in Exhibit D.

In the event that Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 5.3.1 due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Compostables processing costs.

5.3.3 Changes in Disposal or Compostables Processing Sites

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is no longer be able to find a processing site for all collected Compostables, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected components of Compostables, such as Food Scraps, from the Contract and the City and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Compostables or the site that was originally used for processing Compostables is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

5.3.4 Recycling Market Payment and Adjustments

The shall pay the City annually no later than January 15th of the following year for the value of Recyclables collected by the Contractor during the preceding year. The amount shall be calculated by multiplying the number of tons of Recyclables collected from Single-Family and Multi-Family Complex Residences by the baseline commodity value of sixty-five dollars (\$65.00), as adjusted in accordance with Exhibit E.

5.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment.

5.3.6 Changes in Service Provision

In the event that either the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts, the Contractor shall promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

5.4 Change in Law

Except to the extent addressed otherwise in this Contract, changes in federal, state, or local laws or regulations that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, such approval not to be unreasonably withheld. If the City requires review of financial or other information in conducting its rate review under this provision, then the City may retain a third-party to review such information at the Contractor's expense, taking whatever steps are reasonably feasible, appropriate and lawful to protect the Contractor's documents identified as confidential and proprietary by the Contractor.

6. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 6.1 details infractions subject to performance fees and Section 6.2 details default provisions and procedures.

6.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present an incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 6.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 4.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs (and potential code fines/penalties).
5	Failure to replace a leaking Container within one business day of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.

	Action or Omission	Performance fees
6	Failure to collect missed materials within one (1) business day after notification. \$50.00 each incidence business day after notification	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 4.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.

	Action or Omission	Performance fees
19	Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers.	Five thousand dollars (\$5,000) per route per day.
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 4.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor’s staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
34	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor’s website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City’s ability to terminate this Contract as described in Section 6.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight percent (8.0%) per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The City’s decision shall be final and not subject to appeal.

6.2 Contract Default

The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 4.1.19;

2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor disposes of uncontaminated Recyclables or Compostables in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees pursuant to Section 6.1 in excess of fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 4.1.19.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days prior written notice, the City shall promptly notify the Contractor of its intent to exercise its rights. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract effective immediately.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the Services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from Contractor and the surety on Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any

further damages sustained or to be sustained by the City. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default.

If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

7. NOTICES

All notices required or contemplated by this Contract shall be in writing and personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by the City:

To the City:

City Manager
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

Copy to the Public Works Director
(same address as above)

To Contractor:

General Manager
Recology King County Inc.
117 South Main, Suite 300
Seattle, WA 98104-3428

Copy to:
Recology Inc.
Legal Department
50 California Street, 24th Floor
San Francisco, CA 94111

8. GENERAL TERMS

8.1 Collection Right

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor

under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or the City-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

8.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 5.3.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the Term of this Contract.

8.3 Insurance

The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8.3.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage covering any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be named as an additional insured under the Contractor's Pollution Liability insurance policy.

8.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

8.3.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, agents, and volunteers shall be named as additional insured's on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies, via blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

8.3.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.3.5 Verification of Coverage

The Contractor shall furnish the City's Risk Manager and City Attorney Department with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract.

8.3.6 Subcontractors

Contractor will request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation in accordance with applicable law or regulation, Employer's Liability with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and Automobile Liability insurance with limits of \$1,000,000.

8.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds in a form acceptable and approved by the City in the amount of seven hundred fifty thousand dollars (\$750,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new bond(s) to the City no less than sixty (60) calendar days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

8.5 Indemnification

8.5.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives and agents, from any and all third party claims or suits, and any damages, costs, judgments, awards or liability resulting from such claims or suits, (a) for injury or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, servants, representatives, officers, or employees in the performance of this Contract and any rights granted hereunder, or b) to the extent such claim or demand is caused by Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder. This indemnity under subsection 8.5.1(b) includes each of the following to the extent the same is caused by Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws: (i) liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste; (ii) damages to natural resources caused by Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages; (iii) liability for any other person's costs of responding to such release by Contractor of Hazardous Waste; and (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by Contractor's release of Hazardous Waste. Provided, however, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its agents, employees, official, officers, contractors or subcontractors.

8.5.2 Process

In the event any claim for such damages be presented to or filed with the City, the City shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim, provided further, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Contractor thereof, and Contractor shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. The indemnification obligations set forth herein shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's written consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or

participate in the defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of other compromise unless it has consented thereto in writing.

The provisions contained herein have been mutually negotiated by the Parties. Solely to the extent required to enforce the indemnification provisions of this Section 8.5.1, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

The provisions of this Section 8.5 shall survive the termination or expiration of this Contract.

8.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), chapter 42.56 RCW, public records, as defined by the PRA may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor in writing regarding the public records request. The City will give the Contractor ten (10) business days after such notification within which to obtain a court order prohibiting the release of the documents. The City assumes no contractual obligation to enforce any exemption under the PRA.

8.7 Assignment of Contract

8.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

8.7.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the City's sole discretion.

In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For the purposes of this Contract, any change of control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

8.7.3 Change of Trade Name

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 6.1.

8.8 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

8.9 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the City, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, gender identity, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all local, state, and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

8.10 Permits and Licenses

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

8.11 Relationship of Parties

The City and Contractor intend that an independent contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

8.12 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

8.13 Bankruptcy

It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on or after the day and time the order for relief is entered.

8.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any Washington State, County, or city rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.1.17, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment or addendum executed by authorized representatives of the City and the Contractor.

8.15 Force Majeure

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by Acts of Nature, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact

of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 4.1.7.

8.16 Severability

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

8.17 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

8.18 Incorporation of Contractor's Proposal in Response to City's RFP

The Contractor's Proposal, dated September 25, 2018, submitted in response to the City's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

8.19 Dispute Resolution

The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to both the City and the Contractor. All costs of mediation, including the City's attorneys' fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation.

8.20 Entirety

This Contract and the exhibits affixed hereto and herein incorporated by reference represent the entire agreement between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

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

RECOLOGY KING COUNTY INC.

CITY OF MERCER ISLAND

By _____
Michael J. Sangiacomo, President & CEO

By _____
City Manager

Approved as to Form:

By _____
City Attorney

EXHIBITS

- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example
- EXHIBIT E: Commodity Value Calculation

EXHIBIT A
Service Area



**Mercer Island
Streets**

Named Streets	Grid
Allen St	C2
Avalon Dr	J4
Avalon Pl	J4
Barnaby Ln	D5
Benetho Pl	J4
Blackford Ln	H3
Bonney St	F3
Boulevard Pl	D9
Brianwood Ln	C5
Brook Bay Rd	F3
Butterworth Rd	F5
Carol Ln	D4
Cedars East Rd	E5
Crestwood Pl	D5
Dawn Dr	E5
E Lexington	C4
E Shorewood	C4
Eden Ln	H3
El Dorado Beach Club	C5
Evergreen Ln	D3
Faben Dr	A1
Fern Hollow	E5
Fernbrook Dr	D5
Ferncroft Rd	E5
Fernridge Ln	E5
Forest Ave	E3
Fortuna Dr	C5
Freeman Ave	D2
Gallagher Hill Rd	C4
Greenbrier Ln	C5
Hillside Ln	H5
Holly Hill Dr	H2
Holly Ln	D3
Island Heights Ln	J4
Lakeridge Heights	J3
Lakeview Highlands E	G3
Lakeview Ln	J3
Landsdowne Ln	F4
Lewis Ln	I4
Lindley Ln	F4
Maker St	C2
Maple Ln	E4
Meadow Ln	H2
Mercer Terrace Dr	I3
Mercerwood Dr	D5
Merrimount Dr	E3
Mitchell St	G3
Northbrook Ln	G3
Parkside Ln	G4
Parkwood Ridge Rd	F5
Proctor Ln	C1
Ridgecrest Ln	I3
Roanoke Way	A2
Sea Shore Ave	J3
Seashore Dr	J3
Shore Ln	H3
Shoredrift Ln	C2
Shoreclub Dr	D5
Shorewood Dr	B4
Sunset Highway	B3
Tillicum Ln	G3
W Concord	C4
W Mercer Pl	F4
W Ridge Rd	I2
W Shorewood	C4
Wembley Ln	E4
Westwood Ln	I3
Woodbrook Ln	D3



EXHIBIT B
Contractor Rates

Exhibit B - Mercer Island Customer Rates					
Monthly Rates Unless Otherwise Specified					
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Rate
Monthly	One 32 gallon Garbage Cart	16.72	\$ 1.36	\$ 9.19	\$ 10.55
Weekly	One 19/20-gallon Garbage Cart	9.84	\$ 3.43	\$ 17.76	\$ 21.20
Residential	1 32/35-gallon Garbage Cart	16.72	\$ 5.83	\$ 30.23	\$ 36.06
Curbside	1 60/64-gallon Garbage Cart	29.51	\$ 10.27	\$ 44.81	\$ 55.08
Service	1 90/96-gallon Garbage Cart	44.26	\$ 15.40	\$ 52.99	\$ 68.39
	Additional 32 Gallon Cans (weekly svc)	16.72	\$ 5.83	\$ 9.57	\$ 15.40
	Extras (32 gallon equivalent)	16.72	\$ 1.36	\$ 2.86	\$ 4.22
	Miscellaneous Fees:				
	Extra Compostables (32 gallon bag/bundle/can)			\$ 3.11	\$ 3.11
	Second 96-Gallon Compostables Cart (rental only)			\$ 1.55	\$ 1.55
	Additional 96-Gallon Compostables Cart (for excess above limit)			\$ 6.21	\$ 6.21
	Inclement Weather Extra Make-Up Collection(per event, per commodity)			\$ 14.28	\$ 14.28
	Extra Recycle Cart Fee			\$ 1.55	\$ 1.55
	Contamination Fee - Carts (per event, charged as provided for in contract)			\$ 20.71	\$ 20.71
	Sunken Can Surcharge			\$ 15.53	\$ 15.53
	Return Trip			\$ 6.21	\$ 6.21
	Roll-out Charge, per 25 ft, per cart, per time			\$ 3.11	\$ 3.11
	Drive-in Charge, per month			\$ 6.21	\$ 6.21
	Overweight/Oversize container (per p/u)			\$ 3.11	\$ 3.11
	Redelivery of one or more containers			\$ 10.36	\$ 10.36
	Cart Cleaning (per cart per cleaning)			\$ 10.36	\$ 10.36

Weekly	1 Cubic Yard Container	249.00	\$ 100.61	\$ 123.29	\$ 223.90
Commercial	1.5 Cubic Yard Container	373.50	\$ 150.90	\$ 214.85	\$ 365.76
IF Detachab	2 Cubic Yard Container	498.00	\$ 201.20	\$ 306.42	\$ 507.61
Container	3 Cubic Yard Container	747.00	\$ 301.79	\$ 427.66	\$ 729.45
(compactd)	4 Cubic Yard Container	996.00	\$ 402.38	\$ 548.92	\$ 951.30
	6 Cubic Yard Container	1,494.00	\$ 603.56	\$ 697.27	\$ 1,300.83
Commercial	1 Cubic Yard, 1 pickup/week	83.00	\$ 33.55	\$ 94.67	\$ 128.21
Detachable	1 Cubic Yard, 2 pickups/week	83.00	\$ 67.08	\$ 198.66	\$ 265.73
Container	1 Cubic Yard, 3 pickups/week	83.00	\$ 100.61	\$ 303.95	\$ 404.56
(loose)	1 Cubic Yard, 4 pickups/week	83.00	\$ 134.14	\$ 406.61	\$ 540.75
	1 Cubic Yard, 5 pickups/week	83.00	\$ 167.67	\$ 510.60	\$ 678.27
	1.25 Cubic Yard, 1 pickup/week	103.75	\$ 41.93	\$ 136.62	\$ 178.55
	1.25 Cubic Yard, 2 pickups/week	103.75	\$ 83.84	\$ 282.56	\$ 366.40
	1.25 Cubic Yard, 3 pickups/week	103.75	\$ 125.75	\$ 428.51	\$ 554.26
	1.25 Cubic Yard, 4 pickups/week	103.75	\$ 167.67	\$ 574.46	\$ 742.12
	1.25 Cubic Yard, 5 pickups/week	103.75	\$ 209.58	\$ 720.39	\$ 929.97
	2 Cubic Yard, 1 pickups/week	166.00	\$ 67.08	\$ 179.53	\$ 246.60
	2 Cubic Yard, 2 pickups/week	166.00	\$ 134.14	\$ 368.34	\$ 502.47
	2 Cubic Yard, 3 pickups/week	166.00	\$ 201.20	\$ 557.19	\$ 758.38
	2 Cubic Yard, 4 pickups/week	166.00	\$ 268.26	\$ 746.01	\$ 1,014.27
	2 Cubic Yard, 5 pickups/week	166.00	\$ 335.32	\$ 934.84	\$ 1,270.16
	3 Cubic Yard, 1 pickup/week	249.00	\$ 100.61	\$ 256.58	\$ 357.19
	3 Cubic Yard, 2 pickups/week	249.00	\$ 201.20	\$ 522.49	\$ 723.69
	3 Cubic Yard, 3 pickups/week	249.00	\$ 301.79	\$ 788.40	\$ 1,090.18
	3 Cubic Yard, 4 pickups/week	249.00	\$ 402.38	\$ 1,054.32	\$ 1,456.70
	3 Cubic Yard, 6 pickups/week	249.00	\$ 502.97	\$ 1,638.03	\$ 2,141.00
	4 Cubic Yard, 1 pickup/week	332.00	\$ 134.14	\$ 333.64	\$ 467.78
	4 Cubic Yard, 2 pickups/week	332.00	\$ 268.26	\$ 676.63	\$ 944.89
	4 Cubic Yard, 3 pickups/week	332.00	\$ 402.38	\$ 1,019.63	\$ 1,422.00
	4 Cubic Yard, 4 pickups/week	332.00	\$ 536.50	\$ 1,362.61	\$ 1,899.11
	4 Cubic Yard, 6 pickups/week	332.00	\$ 670.62	\$ 1,705.60	\$ 2,376.21
	6 Cubic Yard, 1 pickup/week	498.00	\$ 201.20	\$ 487.78	\$ 688.98
	6 Cubic Yard, 2 pickups/week	498.00	\$ 402.38	\$ 984.88	\$ 1,387.26
	6 Cubic Yard, 3 pickups/week	498.00	\$ 603.56	\$ 1,481.98	\$ 2,085.54
	6 Cubic Yard, 4 pickups/week	498.00	\$ 804.74	\$ 1,979.08	\$ 2,783.82
	6 Cubic Yard, 5 pickups/week	498.00	\$ 1,005.92	\$ 2,476.19	\$ 3,482.11
	8 Cubic Yard, 1 pickup/week	664.00	\$ 268.26	\$ 635.16	\$ 903.42
	8 Cubic Yard, 2 pickups/week	664.00	\$ 536.50	\$ 1,279.64	\$ 1,816.14
	8 Cubic Yard, 3 pickups/week	664.00	\$ 804.74	\$ 1,924.14	\$ 2,728.88
	8 Cubic Yard, 4 pickups/week	664.00	\$ 1,072.98	\$ 2,568.64	\$ 3,641.62
	8 Cubic Yard, 5 pickups/week	664.00	\$ 1,341.22	\$ 3,213.11	\$ 4,554.34
	Extra loose cubic yard in container, per pickup	83.00	\$ 7.76	\$ 2.97	\$ 10.73
	Extra loose cubic yard on ground, per pickup	83.00	\$ 7.76	\$ 13.32	\$ 21.08
	Detachable Container Ancillary Fees (per occurrence):				
	Stand-by Time (per minute)			\$ 1.66	\$ 1.66
	Container Cleaning (per yard of container size)			\$ 10.36	\$ 10.36
	Redelivery of Containers			\$ 20.71	\$ 20.71
	Return Trip			\$ 10.36	\$ 10.36

	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge	
Commercial Drop-box Collection	Non-compacted 12 cubic yard Drop-box	\$ 8.00	\$ 79.75	\$ 155.00	\$ 209.90	
	Non-compacted 15 cubic yard Drop-box	\$ 8.00	\$ 79.75	\$ 155.00	\$ 209.90	
	Non-compacted 20 cubic yard Drop-box	\$ 8.00	\$ 111.66	\$ 155.00	\$ 254.73	
	Non-compacted 25 cubic yard Drop-box	\$ 8.00	\$ 127.61	\$ 155.00	\$ 277.08	
	Non-compacted 30 cubic yard Drop-box	\$ 8.00	\$ 143.56	\$ 155.00	\$ 299.45	
	Non-compacted 40 cubic yard Drop-box	\$ 8.00	\$ 159.51	\$ 155.00	\$ 344.22	
	Compacted 10 cubic yard Drop-box			\$ 155.00	\$ 265.35	
	Compacted 15 cubic yard Drop-box			\$ 155.00	\$ 287.73	
	Compacted 20 cubic yard Drop-box			\$ 155.00	\$ 310.10	
	Compacted 25 cubic yard Drop-box			\$ 155.00	\$ 332.50	
	Compacted 30 cubic yard Drop-box			\$ 155.00	\$ 377.25	
	Drop-box Ancillary Fees					Per Event
		Return Trip				\$ 25.89
		Stand-by Time (per minute)				\$ 1.66
	Container cleaning (per yard of container size)				\$ 10.36	
	Drop-box directed to other facility (per one-way mile)				\$ 3.88	
Multifamily Recycling						
	Surcharge per cubic yard of MF garbage collected			\$ 5.18	\$ 5.18	
		Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge	
	Service Level					
Temporary Collection Hauling	2 Yard detachable Container	38.34	\$ 15.50	\$ 131.64	\$ 147.14	
	4 Yard detachable container	76.67	\$ 30.99	\$ 133.94	\$ 164.93	
	6 Yard detachable container	115.01	\$ 46.48	\$ 136.25	\$ 182.73	
	8 Yard detachable container	153.35	\$ 61.97	\$ 138.55	\$ 200.52	
		Non-compacted 10 cubic yard Drop-box				\$ 186.81
		Non-compacted 20 cubic yard Drop-box				\$ 215.55
		Non-compacted 25 cubic yard Drop-box				\$ 244.30
	Non-compacted 30 cubic yard Drop-box				\$ 258.66	
	Service Level		Delivery Fee	Daily Rental	Monthly Rental	
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	4 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	6 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	8 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
		Non-compacted 10 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00
	Non-compacted 20 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
	Non-compacted 30 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
	Non-compacted 40 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
Event Services					Per Day	
	Delivery, provision, collection of a set of 3 carts (G, R & C)				\$ 35.00	
	Service				Per Hour	
Hourly Rates	Rear/Side-load packer + driver				\$ 160.00	
	Front-load packer + driver				\$ 160.00	
	Drop-box Truck + driver				\$ 160.00	
	Additional Labor (per person)				\$ 85.00	
Commodity Value	Commodity Value per Residential/Multi Family Collected Ton				\$ 65.00	

EXHIBIT C
Recyclable Materials to be Collected

Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes placed in or next to recycling Container.	No larger than 3' x 3' in size, larger boxes shall be cut down to size.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, and tubs.	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	X Large Items	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day.	Small items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request pick-up. Single family only
Tin Cans – All clean food and beverage tin cans and tin lids 3" or larger	X		Place in recycling Container.	
Used Cooking Oil	X	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.

EXHIBIT D
Fee Modification Examples

The collection and disposal components of the Customer charges listed in Exhibit B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Exhibit B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The sum of the collection and Sustainability Adjustments components listed in Exhibit B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left[1 + \frac{nCPI - oCPI}{oCPI} \right]$$

- Where
- NCC = The new collection and Sustainability Adjustment components, adjusted for excise tax on the Sustainability Adjustment fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Sustainability Adjustment Fee components, adjusted for excise tax on the Sustainability Adjustment Fee, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2019.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and
 - NTF = The new disposal fee, dollars per ton; and
 - ODC = The old disposal charge component of the customer rate for a particular service level;
 - OTF = The old disposal fee, dollars per ton; and
 - A = Pre-excise tax adjusted disposal component; and
 - CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 32/35-gallon cart rate of \$36.06 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$140 to \$150 per ton starting on January 1, 2021, the old disposal component is \$5.83, and the State Excise Tax rate is 0.015, the January 2021 Customer charge for one 32/35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$30.23 \times \left[1 + \frac{(144.3-143.2)}{(143.2)}\right] = \mathbf{\$30.46}$$

New Disposal Component Step A calculation (as on previous page):

$$[\$5.83 \times (150/140)] = \$5.76$$

Step B calculation (as on previous page):

$$\$5.76 + [(\$5.83 - \$5.76) \times 0.015] = \mathbf{\$5.76}$$

Thus, the new Customer charge for one 32-gallon cart per week Residential Curbside service will be the **\$30.46** collection component plus the **\$5.76** disposal component, equaling **\$36.22**.

Sustainability Fee Adjustment

The Contractor’s Customer rates shown in Exhibit B include an embedded Sustainability Adjustment Fee, which may be adjusted from time to time, pursuant to Section 5.2. The initial contract rates have incorporated an Sustainability Adjustment corresponding to a 3.5% fee on gross receipts from those Customers, as follows (1 yard, 1 pickup per week as example):

$$\text{Collection Fee } (\$90.27) + \text{Disposal Fee } (\$33.55) + \text{Sustainability Adjustment Fee and Excise Tax at } 1.5\% \text{ on Sustainability Adjustment Fee } (\$4.40) = \text{Customer rate of } \$128.22$$

In the event the City Sustainability Adjustment Fee is adjusted, the Sustainability Adjustment Fee portion of the Contractor's Customer rates shall be adjusted in a manner that retains the Contractor's underlying compensation to ensure that the Contractor remains whole.

EXHIBIT E
Commodity Value Calculation

1. The following methodology will be used to determine the recycling market payment to the City each January under Section 5.3.4.
2. Two waste characterizations of the City's residential Recyclables stream will be conducted each calendar year, one on or about May 1 and the other on or about November 1. Each characterization will measure the percentage by weight of each of the following commodity types in the City's residential Recyclables stream: OCC, Mixed Paper, Mixed Glass, Tin/Steel Cans, Aluminum Cans, Mixed HDPE, Natural HDPE, PET. For each commodity type, the weighted average of the May 1 and November 1 percentages will be used for purposes of calculating the following January's payment.
3. Utilizing the Mill Trade Journal/Recycling Markets publication, a 12-month trailing average of the value of each commodity type will be determined. The following published prices (which correspond to the list of commodity types above) will be used: Old Corrugated Cardboard, Soft Mixed Paper, Green Glass, Steel Cans, Aluminum UBCs, Mixed HDPE, Natural HDPE, PET. The calculation will use the published values for the Pacific Northwest region (or, if unavailable, the West region) over the most recent 12 months for which published data are available at the time of calculation. If the published value is a range, the high point of the range will be used.
4. For each commodity type, the percentage by weight calculated under Step 2 above will be multiplied by the price per ton calculated under Step 3 above. The sum of the resulting dollar values will be the calculated commodity value per ton for the City's recyclable materials for the current year.
5. The calculated commodity value per ton for the current year will be compared to the calculated commodity value per ton for the previous year to determine a percentage increase or decrease. The previous year's per-ton payment amount will be adjusted by such percentage change to arrive at the current year's per-ton payment amount.
6. The current year's per-ton payment amount calculated under Step 5 will be multiplied by the number of tons of Recyclables collected by Contractor from Single-Family Residences and Multi-Family Complex Residences during the calendar year immediately preceding the January payment date. The result is the amount of the annual recycling market payment under Section 5.3.4.
7. The first recycling market payment, due in January 2020, will be determined by multiplying the baseline per-ton payment amount of \$65.00/ton by the number of tons of Recyclables collected by Contractor from Single-Family Residences and Multi-Family Complex Residences during October-December 2019. In addition, the initial calculated commodity value per ton will be calculated in January 2020 based on the 12-month trailing average of published market prices, and the waste characterization conducted in November 2019. This calculated commodity value per ton will be used as the previous year's calculated commodity value when calculating the payment due in in January 2021.

Example DRAFT Calculation Sheet for Mercer Island for January 2020 Recycling Market Payment							
Utilizing Mill Trade Journal Pacific Northwest/West High Number By Commodity							
ALL FIGURES ARE HYPOTHETICAL							
Commodity Type	Waste Characterization Percentage (2018)	Published Commodity Prices (2018)	Calculated Commodity Value (2018)		Waste Characterization Percentage (2019*)	Published Commodity Price (2019)	Calculated Commodity Value (2019)
OCC	17.00%	\$ 70.00	\$ 11.90		17.00%	\$ 79.00	\$ 13.43
Mixed Paper	45.00%	\$ 5.00	\$ 2.25		45.00%	\$ 6.00	\$ 2.70
Mixed Glass	27.50%	\$ 5.00	\$ 1.38		27.50%	\$ 5.50	\$ 1.51
Tin/Steel Cans	3.25%	\$ 80.00	\$ 2.60		3.25%	\$ 82.50	\$ 2.68
Aluminum	1.50%	\$ 1,500.00	\$ 22.50		1.50%	\$ 1,575.00	\$ 23.63
PET	2.00%	\$ 380.00	\$ 7.60		2.00%	\$ 385.00	\$ 7.70
Natural HDPE Plastic	1.75%	\$ 600.00	\$ 10.50		1.75%	\$ 605.00	\$ 10.59
Mixed HDPE Plastic	2.00%	\$ 320.00	\$ 6.40		2.00%	\$ 325.00	\$ 6.50
	100.00%		\$ 65.13 = A		100.00%		\$ 68.74 = B
Percent Change in Calculated Commodity Value			5.55%		= (B - A) / A = C		
Previous Year's Per-Ton Payment Amount			\$ 65.00	per ton	= D		
Current Year's Per-Ton Payment Amount			\$ 68.60	per ton	= D * (1 + C) = E		
Total Residential Tons from City for 2019			3,000	2019 tonnage actuals	= F		
Current Year's Per-Ton Payment Amount			\$ 68.60	per ton	= E (as calculated above)		
Sample Recycling Market Payment to City for January 2020			\$ 205,812.96		= E * F		

* NOTE: The current and previous year's waste characterization percentages will be the same only for purposes of calculating the January 2020 payment.

Examples From Mill Trade Journal/Recycling Markets

MILL BUYING PAPERSTOCK PRICES							
Average prices per ton PAID BY MILLS . For Baled, F.O.B. Seller's Dock, Packed to PS-09 standards. ISRI Specifications (PS-09) numbers appear in parentheses. Prices are intended for purposes of REFERENCE ONLY . They do not connote any commitment to sell or buy at the indicated price. Transactions may be completed at any time at a price agreed upon by seller and purchaser.							
	BOSTON	N.Y.	CHL	ATL.	L.A.	S.F.	PACNW
Unprinted SBS (47)	385 - 390	385 - 390	355 - 360	390 - 395	345 - 350	345 - 350	345 - 350
Hard White Envelope Cuttings (31)	455 - 460	455 - 460	425 - 430	435 - 440	425 - 430	425 - 430	415 - 420
Hard White Shavings (30)	435 - 440	435 - 440	400 - 405	445 - 450	395 - 400	395 - 400	395 - 400
Coated Soft White Shavings (28)	285 - 290	285 - 290	280 - 285	280 - 285	285 - 290	285 - 290	285 - 290
White Ledger, Manifold (41)	285 - 290	285 - 280	260 - 265	255 - 260	270 - 275	265 - 270	255 - 260
White Ledger, Post Consumer (40)	280 - 285	280 - 285	255 - 260	250 - 255	275 - 270	260 - 265	245 - 250
Sorted Office Paper (37)	200 - 205	200 - 205	200 - 205	205 - 210	205 - 210	205 - 210	205 - 210
Coated Book Stock (43)	200 - 205	200 - 205	200 - 205	205 - 210	205 - 210	205 - 210	205 - 210
New DLK Cuttings (13)	90 - 95	90 - 95	90 - 95	100 - 105	100 - 105	100 - 105	80 - 85
Old Corrugated Containers (11)	75 - 80	75 - 80	75 - 80	85 - 90	85 - 90	85 - 90	65 - 70
White News Blanks (24)	230 - 235	230 - 235	220 - 225	220 - 225	245 - 250	245 - 250	225 - 230
Old News (6)	40 - 45	40 - 45	30 - 35	40 - 45	80 - 85	80 - 85	70 - 75
Old News De-Ink Quality (8)	80 - 85	80 - 85	75 - 80	85 - 90	85 - 90	85 - 90	85 - 90
Boxboard Cuttings (4)	85 - 90	85 - 90	80 - 85	85 - 90	85 - 90	85 - 90	85 - 90
Old Magazines (10)	90 - 95	90 - 95	85 - 90	90 - 95	90 - 95	90 - 95	90 - 95
Soft Mixed Paper (2)	-5 - 0	-5 - 0	-5 - 0	-5 - 0	0 - 5	0 - 5	0 - 5

**Your input and feedback on prices is encouraged. Contact Anna Dutko Rowley, Editor
Phone: (847) 441-5645, Fax: (847) 441-5652, Email: recycling@nvpublishations.com**

THE MARKETPLACE			
The following are prices reportedly being paid by processors for post-consumer recyclables and are intended for purposes of REFERENCE ONLY . They do not connote any commitment to sell or buy at the indicated price and may not include delivery costs. (WSJ = Wall Street Journal)			
FERROUS METALS:			
	East	Midwest	West
Steel Cans (\$/long ton)	\$75 - 80	\$75 - \$80	\$75 - 80
NON-FERROUS			
Copper Scrap (#2 wire, \$/lb)	\$ 2.58	WSJ	9/04/18
	East	Midwest	West
Aluminum UBCs (\$/lb)	\$.60 - .70	\$.60 - .70	\$.60 - .75
PLASTICS:			
	East	Midwest	West
PET, baled (\$/lb)	up to \$.16	up to \$.16	up to \$.19
Natural HDPE, baled (\$/lb)	up to \$.30	up to \$.30	up to \$.30
Mixed HDPE, baled (\$/lb)	up to \$.16	up to \$.16	up to \$.16
GLASS:			
	East	Midwest	West
Green, unprocessed (\$/ton)	\$0 - 5	\$0 - 5	\$0 - 5
Amber, unprocessed (\$/ton)	\$5 - \$10	\$10 - 15	\$15 - 20
Clear, unprocessed (\$/ton)	\$20 - \$25	\$20 - 25	\$15 - 20

V. SOLID WASTE

The majority of solid waste services on Mercer Island are provided through a private hauler licensed by the City. The hauler currently serving Mercer Island is Republic Services. Republic Services collects residential and commercial garbage, and also collects residential recyclables and residential yard waste. Businesses that recycle select their own haulers. In 2014, Republic Services was serving a total of 6,748 residential and commercial customers on Mercer Island.

A new contract for collection of solid waste was approved by the City Council for 2009 to 2016. This contract replaces the former license agreement dating back to 1999. Rates are adjusted each year based on the Seattle-area Consumer Price Index (CPI). The cost of providing solid waste services on Mercer Island is covered entirely through the rates charged by haulers.

Republic Services transports garbage from Mercer Island to the Cedar Hills Regional Landfill. Recyclables are transported to the Rabanco processing facility in Seattle, and yard waste is taken to Cedar Grove Composting near Issaquah.

Future Needs

In 1988, Mercer Island entered into an interlocal agreement that recognizes King County as its solid waste planning authority (RCW 70.95). The Mercer Island City Council adopted the first King County Comprehensive Solid Waste Management Plan in mid-1989, and in October 1993 the City Council adopted the updated 1992 edition of the Plan.

The King County's 2001 Comprehensive Solid Waste Management Plan established countywide targets for resident and employee disposal rates. As of 2014, King County was working on an update of the Comprehensive Solid Waste Management Plan. As a plan participant, Mercer Island met the original King County goal of 35 percent waste reduction and recycling in 1992. By late 1993, Mercer Island was diverting nearly 50 percent of its waste stream. Subsequent goals called for reducing the waste stream 50 percent in 1995 and 65 percent by the year 2000. Mercer Island has consistently diverted an average of 65% of its waste stream annually from 2000 to 2014.

Achieving these goals has helped lengthen the lifespan of the Cedar Hills Regional Landfill and avoid the need to find alternative disposal locations for Mercer Island's garbage.

The overall amount of waste generated on Mercer Island is not expected to increase significantly due to new development anticipated in the Land Use element of this plan. However, the amount of recyclables and yard waste being diverted from Mercer Island's waste stream should continue increasing over the next few years. Private facilities (Republic Services and Cedar Grove Composting) have the capacity to absorb this increase. Any additional garbage produced due to growth will be collected through a private hauler licensed by the City. To increase capacity, expansion of the existing Factoria Transfer Station began in late 2014 and is scheduled to open in late 2017. The City's existing solid waste program of offering two special collection

events per year is expected to remain adequate. These events, at which yard waste and hard-to-recycle materials are collected by private vendors, are designed to assist households in further reducing the waste stream.

The collection of household hazardous waste on Mercer Island is available once a year over a two-week period through the Household Hazardous Wastemobile, a program of the Seattle-King County Local Hazardous Waste Management Plan. Mercer Island households and businesses help fund the Plan through a surcharge on their garbage bills.

Solid Waste Policies

- 5.1 All new construction, with the exception of single-family homes, shall be required to provide adequate space for on-site storage and collection of recyclables pursuant to Ordinance A-99.
- 5.2 The City shall actively promote and support recycling, composting and waste reduction techniques among the single-family, multi-family and commercial sectors.
- 5.3 The City shall, whenever practical, provide convenient opportunities for residents to recycle appliances, tires, bulky yard debris and other hard-to-recycle materials.
- 5.4 The City shall actively promote and support the proper handling and disposal of hazardous waste produced by households and businesses. The use of alternate products that are less hazardous or

produce less waste shall be encouraged.

- 5.5 City departments and facilities shall actively participate in waste reduction and recycling programs.
- 5.6 All hazardous waste generated by City departments and facilities shall be handled and disposed of in accordance with applicable county, state, regional and federal regulations.
- 5.7 The City shall actively enforce the Solid Waste Code and other ordinances and regulations that prohibit the illegal dumping of yard debris and other types of waste.
- 5.8 The City shall play an active role in regional solid waste planning, with the goal of promoting uniform regional approaches to solid waste management.
- 5.9 The City shall actively promote and support the recycling, re-use or composting of construction, demolition and land-clearing debris wherever feasible.

EXECUTIVE SUMMARY

The Recology Difference

Recology is not a garbage company; instead, Recology is a company that strategically focuses on pursuing a world without waste™.

This means that Recology does not invest in landfills, incinerators, or other disposal technologies, but rather focuses on renewable infrastructure such as Material Recovery Facilities and organics processing facilities. With the abundance of landfills in the U.S., it is imperative to develop options that do not sacrifice the long-term social and environmental costs of communities.

Every ton of recyclables or organics sent to the landfill is a missed opportunity to create green-economy jobs and lower greenhouse gas emissions. As of September 2018, Recology owns and/or operates 25 collection companies, 15 transfer stations, 12 material recovery facilities (MRFs), nine organics processing facilities, and only three landfills.



Philosophically, Recology is different than other solid waste companies. Recology pursues a different vision, and focuses on doing the right thing for the environment, its employees, and its communities:

- Recology is the only company in the solid waste industry that is 100% employee-owned through an Employee Stock Ownership Plan (ESOP).
- Recology is not a “landfill company.”
- Recology pays its collection drivers equally, regardless of whether they collect recyclables, compostables, or trash.
- Recology has an internationally-recognized, award-winning Artist in Residence program, which supports local artists making work from scavenged material.
- Recology invests in new climate-impacting technology, such as piloting the nation’s first 100% electric collection truck (planned for the City of Seattle in 2019). Recology was also the first collection company in Washington to acquire renewable diesel, renewable natural gas, and 100% electric support vehicles.
- Recology engages with its communities through its unique Retail Stores, where customers can purchase recycled and reusable products, in addition to paying their bills.
- Recology has a local call center, staffed by local Customer Service Specialists.



Employee Fairness

Recology compensates [all collection drivers at the same wage rate, regardless of whether they collect recycling or solid waste/compost](#). This is a unique approach in the region, where other companies compensate recycling drivers at a lower rate than their solid waste and compost collection counterparts.

Recology collection drivers are represented by a single union. The company's (and the City's) risk of strike is limited because there is only one contract to negotiate. There are also operational benefits: with only one collection union, there is no uncertainty as to whether a driver is able to cover a route servicing a different material stream, should the need arise.

Art Program

Recology's Artist in Residence (AIR) program in King County is a unique program to help communities see discarded material differently through artwork created by local artists.

The AIR program consists of a five month residency for artists, providing access to discarded materials at Recology's recycling facility, use of a studio space, a monthly stipend, and opportunities to interact with groups from the public during tours of the facility.

In 2018 artists Philippe Hyojung Kim and Maria Phillips joined Recology for a five-month residency, scavenging for discarded materials among the 6,000 tons processed at the Recology Material Recovery Facility each month. The artists also sourced material from the City of Seattle's new North Transfer Station through a partnership with Seattle Public Utilities. Recology hosted its fourth exhibition of AIR work at 109 S Washington Street as part of the First Thursday Art Walk in the Pioneer Square neighborhood.



Volunteer Program: People Reaching People

Recology established its Volunteer Program around the slogan, People Reaching People.

Recology employee owners have assisted the communities where they live and work by providing in-kind support to various nonprofit organizations in need. This program has helped build strong relationships with customers and municipalities, and is just one way Recology strives to shape healthy communities.

Most recently, employee owners at Recology South Valley beautified the baseball field and gazebo and conducted landscaping at the Chamberlain Children's Center, a residential treatment facility for victims of child abuse, in Hollister, CA. Other recent Recology volunteer events include:

- Transforming the St. Vincent de Paul McMinnville, OR campus through landscaping, deep cleaning, and reorganizing the Food Pantry and Thrift Store (August 4, 2018).
- Beautifying Howarth Park to help the City of Santa Rosa, CA, begin healing from the devastating North Bay fires (December 9, 2017)
- Transforming the campus of Wellspring Family Services (a Seattle-based organizations serving families experiencing homelessness) to include an early learning sensory garden, new landscaping, and other services (August 19, 2017)
- Beautifying Lake Sammamish State Park in Issaquah, WA: 80 volunteers provided nearly \$10,000 of in-kind value to this regional state park as it prepared for some major upgrades. (August 13, 2016)



Recology looks forward to bringing its commitment to community involvement to the Mercer Island community.

Safety and Customer Service

Customer service and safety are at the forefront of Recology. To ensure every customer receives excellent service, Recology uses state-of-the-art technology to facilitate communication, solve customer inquiries quickly, and ensure safe operations. Vehicles serving the City will be equipped with 3rd Eye.

Recology's missed pickup rate
is just 0.25 per 1,000
customers.

3rd Eye is a complete route safety and monitoring system, featuring 360° of camera coverage to monitor vehicle and driver environment in real time. Recology will use 3rd Eye to:

- Monitor route progress: 3rd Eye uses GPS technology to navigate collection routes, gathering information for individual stops to help monitor route progress in real time.
- Facilitate communication between drivers, customer service, and dispatch.
- Monitor safety: The system records drivers' behavior, including speed, traffic control device compliance, hard stops, and other information.
- View equipment behavior, such as the complete status of the vehicle's hopper, compactor, and ancillary equipment

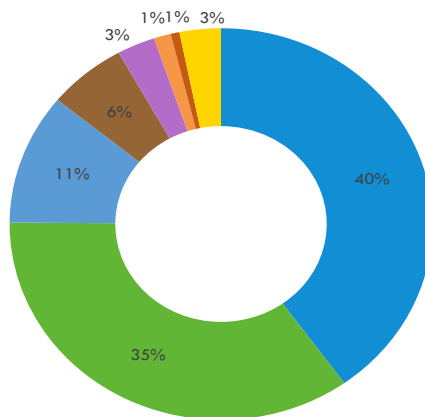
- Observe live vehicle and body information, such as hydraulic pressures, engine analytics and more.
- Technology such as 3rd Eye, coupled with Recology’s effective driver training program and experienced collection supervisors, helps Recology maintained **a low missed pickup rate of only 0.25 per 1,000 customers served.**

Employee Ownership

Recology is the only company in the solid waste and recycling industry that is 100% employee-owned through an Employee Stock Ownership Plan (ESOP).

An ESOP is a qualified defined contribution plan that provides a company’s workers with retirement savings in their employer’s stock, **at no employee contribution.** Each year, Recology’s employee-owners accumulate company stock. This is a supplement in addition to their industry-leading pension and compensation. Over the course of their careers, employees develop a larger equity share in the company. **As Recology grows, so does their retirement equity.**

Recology believes that ownership behavior directly correlates to the company’s long-term success. This dedication is evident in Recology’s consistently high call center performance, low missed pickup rates, and high driver staffing levels. Recology is proud of the fact that minority and/or women employees own approximately 60% of the value of Recology shares across the organization.



- WHITE
- BLACK OR AFRICAN AMERICAN
- TWO OR MORE RACES
- AMERICAN INDIAN / ALASKA NATIVE
- HISPANIC OR LATINO
- ASIAN
- HAWAIIAN OR PACIFIC ISLANDER
- BENEFICIARY OR ALTERNATE PAYEE

Local Call Center

As part of its commitment to support the local economy and provide high-quality service, Recology maintains a local Call Center at its 117 S. Main Street offices. Any time a customer contacts Recology with a service question, they will speak to a local Recology employee-owner that lives in the area.

Today, the Call Center has an average Speed to Answer or approximately 8 to 12 seconds – well below the contract’s 30 second requirement. Recology’s Customer Service Specialists are well-trained to resolve customer inquiries, within the first call.

Recology invests approximately \$630,000 each year on the wages and benefits for the employee-owners at its local Call Center. **By operating a local call center, as opposed to outsourcing customer service, Recology helps create employment opportunities in the King County region.**

Educating Customers and the Community

Recology is excited to offer the City a comprehensive outreach and education program to educate customers on their services and encourage them to maximize their diversion potential. In addition to sorting posters, brochures, flyers, and other educational collateral, Recology is excited to offer the City the following special programs and services:

- **School Outreach Program**, designed to help educate students on waste reduction, recycling, and resource conservation. Programs are tailored to grade level and can be aligned with the classroom curriculum and interests of teachers and students.
- **“Beyond Waste at Home” & “Beyond Waste at Work”** Checklists, designed for residential and commercial customers address a variety of materials commonly found in the home and office.



- **The Waste Wise Program**, offered to multi-family customers that need assistance to increase diversion and decrease contamination.
- **In-Field Assistance**: Recology's Waste Zero Team visits all multi-family sites before the contract starts to evaluate access issues and determine optimum service levels. During the course of the contract, Operations Supervisors continue to conduct site visits to resolve issues related to container placement and service levels.
- **Environmental Education Center** at the Recology Material Recovery Facility (MRF) in Seattle, where students and members of the community can learn about achieving a more sustainable community.
- **Material Recovery Facility (MRF) Tours**, open to community groups and municipalities to help educate on the importance of recycling.

Climate-Conscious Collection

As a climate-conscious collection company, Recology aims to use fuel, equipment, and vehicles that minimize environmental impacts. Recology's vehicles serving the City will be powered by renewable natural gas (RNG). RNG is an even more environmentally-friendly alternative than Compressed Natural Gas (CNG).

Unlike CNG, **RNG is created from renewable resources** (such as biomethane from anaerobic digesters; in this case, from a King County water treatment plant in Renton, WA) instead of fossil fuels. In addition, RNG offers lower emissions rates when compared to traditional diesel fuel. Recology sources RNG fuel directly from King County.

Recology proposes to use automated front-end loading vehicles and limited access vehicles (LAV) to serve customers. Single-family carts will be collected using the Automated Curotto-Can attachment, which has the fastest load time of any automated system on the market and can deliver **25% to 30% productivity advantage over automated side loaders**.

The Curotto-Can attachment is affixed to the loading forks of the vehicle, allowing a traditionally front-end loading vehicle to easily switch between collecting containers and collecting carts. This means Recology's fleet will be more flexible in the field, capable of serving a wider array of carts and containers. For more information, see Attachment 1: Curotto Can Flyer.

In addition, Recology uses specialized Limited Access Vehicles (LAV) to service hilly or narrow areas that traditionally provide service challenges. These vehicles are smaller and easier to maneuver compared to standard collection vehicles.

In addition, Recology uses RouteSmart software to assist with routing in its service areas. By using RouteSmart, Recology operating companies generally experiences a 7% - 12% reduction in miles driven compared to manually created routes.



Local Customer Service

Recology's local Call Center consistently provides efficient and effective service, with an average Speed to Answer for 8 to 12 seconds - well below the 30 second contract requirement.

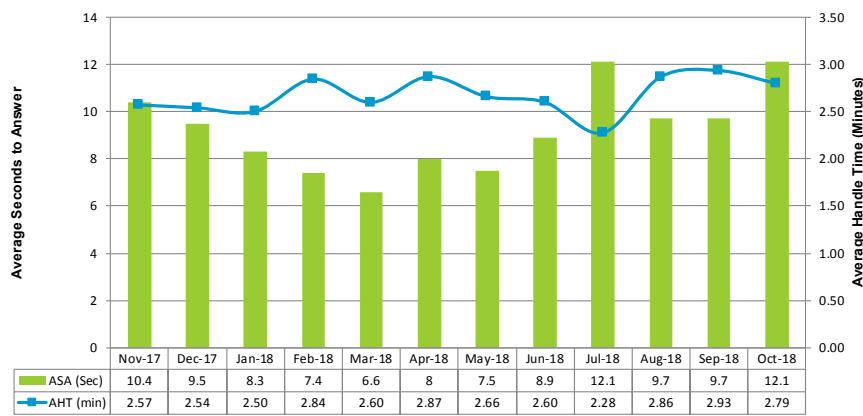
Below are two examples of cities in King County with similar service standards as what has been proposed in Mercer Island.



Recology's Customer Service Training Program provides various opportunities for Representatives to familiarize themselves with a new city during the Implementation process, including:

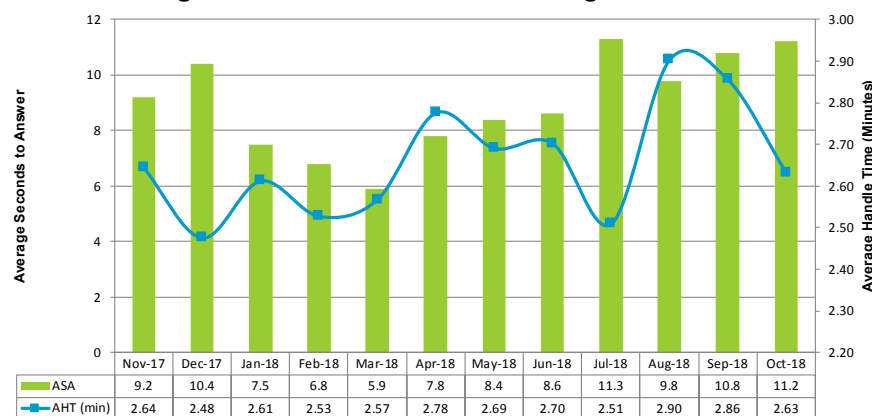
- Ride-along with Field Crew on typical Mercer Island route
- Company training in Operations Control Center and Data Quality departments
- Monthly team trainings and digests of top five customer service issues

Average Seconds to Answer and Average Handle Time



Average of 9.5 seconds to answer

Average Seconds to Answer and Average Handle Time



Our Customer Service Team also participates in Recology's Education & Outreach during our summer event season. This provides opportunities for Customer Service Representatives to go out into the communities and interact directly with the customers they speak to over the phone.

Response to Republic Informal Proposal Mercer Island Collection RFP Process 12/10/18

On December 4, staff presented the new Solid Waste Contract with Recology King County Inc. ("Recology"). Following the Council meeting, Republic Services presented an alternative offer for the City's consideration.

This alternative offer has been made outside of the Request for Proposal ("RFP") process and has not been evaluated in the context of that competitive process. A cursory analysis indicates that **their offer is well under the standard of service provided under the new proposed contract with Recology and would, in fact, be a larger rate increase for most residents than if the Council directed staff to remove the weekly recycling option, direct recyclable commodity value to residents, and eliminate the 3.5% city fee from the proposed Recology contract. The proposal offers less value than Recology's proposed base contract as currently before Council.**

REPUBLIC SERVICES ALTERNATIVE OFFER

Republic Services has approached the Mercer Island City Council with an alternative offer for consideration. The City received the offer from Republic Services on Thursday, December 6, 2018, outside the competitive Request for Proposal process. The offer includes the following provisions:

- Increase rates 17.5%
- Provide a 3-year contract extension of the existing contract (set to expire September 2019)
- Add a monthly garbage collection service level
- Provide \$150,000 of education and outreach services
- Reimburse the cost of the procurement

In addition to the above points, Republic has also asserted that compostable diversion would be higher under the current existing Republic contract (set to expire September 30, 2019), due to the reduction in volume threshold collected at no additional charge.

This is incorrect, as King County (and the contract) does not allow collection of yard debris as garbage, so yard debris will not be redirected to garbage. Under the proposed Recology contract (which includes weekly yard debris collection), residents will either self-haul, pay for extras if they have very large volumes, or continue to have a landscaping service handle their yards. In fact, compostables diversion from garbage will likely increase with weekly collection, as the more frequent collection cycle makes food scraps recycling more palatable for some residents.

Under Republic's Alternative Offer, Republic proposes to extend the existing contract and will continue to utilize an aging fleet for service. As discussed on Tuesday evening, the expected lifespan of this fleet is usually ten years. Trucks of this age often require additional maintenance and are prone to leaking parts.

Republic's offer also includes the use of the existing totes for containers. Republic Services will retain ownership, limiting the City's flexibility for deployment for future procurements (at the end of the three-year extension). Additionally, Republic's Alternative Offer does not include the commodity market adjustment (estimated at \$200,000 - \$300,00 per year annually).

BY THE NUMBERS:

For example, the following analysis shows the comparable value under the proposed Recology contract (“RCS contract”) for the 32/35-gallon cart service (the most common service level for Mercer Island residents at about 2,800 customers using that service).

	<u>Balance</u>
Republic’s 2019 Proposed Rate with a 17.5% increase:	\$32.39
RCS Contract (presented to Council 12/4/18):	\$36.06
*Weekly recycling @	(\$2.78) \$33.28
*Commodity value @	(\$2.40) \$30.88
*Monthly 3.5% City Sustain. Fee and Excise Tax	(\$1.10) \$29.78

*Removing these components from the RCS contract equates to approximately (8%) increase on average for single-family rates in comparison with the existing 2019 Republic Services rate.

2019 RCS rate (\$29.78) compared to
2019 Proposed Republic Alternative Rate (\$32.39): (8.8%)

The amount of the rate increase varies between service levels. For example, the same analysis indicates that the rate increase of 1% for the 20-gallon minican, 17% for the 64-gallon cart, and 11% for the 96-gallon cart. All are lower than Republic’s 17.5% proposed increase.

Should the Council choose, weekly recycling and the City’s Sustainability Fee (Administrative Fee) could be removed from the proposed contract without impacting the integrity of the RFP process.

Alternatively, the Council could also direct the commodity value to the ratepayer in lieu of the City. The ratepayer would then burden the entire benefit or burden of the commodity adjustment mechanism. The RFP required each proponent to include the commodity value, but the City could choose to direct these values to the ratepayers.

Staff, with the assistance from Jeff Brown (Epicenter Services), will be available Tuesday night to answer questions.

PROPOSED RECOLOGY CONTRACT:

For the underlying rate increase shown for the Recology contract, customers would receive the following services:

- Weekly year around compostables collection, not every-other-week, which will likely **increase** compostables diversion from garbage. This was a base RFP requirement.
- Annual bulky item collection at no charge. This is a staff recommended alternative selection resulting in improved service at no additional cost. Other proponents included price increases with this service.
- New trucks and containers that become the property of the City at the end of the contract, saving ratepayers on the next contract cycle. Required as part of the base contract.

- Significantly expanded public education and promotion activities, including enhanced contamination monitoring and feedback to residents to reduce the risk that Mercer Island recyclables will be landfilled again.
- Enhanced labor disruption, reporting, and contract enforcement provisions.
- Local customer service with dedicated phone line for Mercer Island customers.
- No CPI increase in 2020 also required as part of the base RFP contract.

RECOMMENDATION:

In conclusion, the Recology contract before the Council continues offers significant benefits over Republic’s informal proposal. In addition to the above comments, there are several other potential issues with overturning the RFP process and directing staff to negotiate an agreement with Republic:

1. By committing to an open and transparent competitive process, the City attracted very competitive proposals. If the City overturns that process to sole source a contract with the incumbent, that will send a signal to the industry that future procurements with Mercer Island are not worth the effort and the City could be captured by one vendor. This is of particular concern if the City were to award a three-year contract extension. Vendors may be unwilling to take the effort to submit a proposal in two or three years if current events are the potential outcome.
2. There are often “minor” contract revisions that will be suggested during an extension discussion that reflect a material change to the underlying contract. For example, Republic proposed (and received) a change from straight CPI to the Water Sewer Trash component of CPI when negotiating an extension in another City. It’s a minor change, but it increased the inflation escalator by approximately 1%. These types of possible changes would need to be considered and resolved during any extension negotiation. That will take time and would leave the City with no alternative if negotiation did not proceed as expected.
3. If the City abandons the RFP process and/or delays the award, Recology (or any other competitor) would be unable to procure the necessary equipment to provide service. This benefits only one party: Republic.

From: Prichard, Janet
To: [Council](#)
Cc: [Julie Underwood](#); [Jason Kintner](#)
Subject: Solid Waste Contracts - Comparison
Date: Monday, December 10, 2018 9:57:03 AM

Dear Mercer Island City Councilmembers,

Timing has been against the solid waste procurement process from the start. When the City offered to extend the current contract for 9 months, it was at a time when the recycling markets experienced international disruption. Republic Services was unable to extend at the current rates– even for 9 months; however, we offered to negotiate a three-year extension. We warned that there would be a double-digit rate increase, and we supported the City’s decision to enter into a fair and equitable environment for all proponents (see staff memo to council, 12/7/18).

Fortunately, the City’s process provides for the current circumstance: a need to be fair and equitable to all ratepayers. The RFP states that the City may enter into an extension of the existing contract with the current solid waste collection services provider (Section 2.6); furthermore, the current contract allows for mutually agreeable amendments to the contract.

By entering into a short-term interim contract with Republic Services, the City will gain significant sustainability enhancements, a more reasonable rate increase, and mostly, the City will gain the gift of time.

Contract Comparison

	10 to12-year option	3-year option	Comments
Initial rate increase	29.0%	17.5%	
Sustainability enhancements that includes City participation	Yes, through a 3.5% sustainability fee, which will raise approximately \$150,000 per year.	Yes, Republic Services will compensate the City \$150,000 for its partnership with Education and Outreach. Staff will be able to leverage the sustainability educators at KidsQuest Children’s Museum and access their in-classroom recycling education programming.*	City staff member assigned under this provision may also administer the contract and monitor accountability measures, as directed by the City.
Monthly trash collection option	Yes	Yes	

Renewable Natural Gas trucks	Yes	Yes	
Recycling Commodity Risk	Shares the risk with ratepayers	Assumes all risk	
Yard debris volume	12 units per month	20 units per month	Residents will see a 40% reduction in allowable yard debris collection, which will negatively (and significantly) impact the goal of reaching the 70% interim diversion goal. This reduction further jeopardizes the City's continued progress toward Zero Waste of Resource (for materials with economic value) by 2030, as stated in the draft King County Solid Waste Comprehensive Plan, set for City adoption next year. Republic Services is proud to be the partner that has helped Mercer Island be shining star of King County cities for its high landfill diversion rate.
Recycle collection frequency	Weekly	Every other week	In most cases, weekly recycling collection is considered desirable. However, this procurement process was unable to consider community concerns to learn why more than half of the residents who responded to the September 2018 Solid Waste Survey didn't want weekly recycling collection. If the City were to continue with the current level of service for three years, there would be time to understand the barriers to acceptance (Cost? More trucks on the road? Hauling another container out [up] for collection? No additional room in tightly configured areas?)

*KidsQuest Children's Museum (KQCM) enjoys the trust of educators throughout the region. KQCM's sustainability efforts are woven into all aspects of their building and programming. Republic and KidsQuest's shared philosophy embraces the truism that educating children about recycling educates the adults at home. Republic's Recycle Rebuild activity center at the Museum and recycling activities in local school classrooms provide an exciting opportunity for City staff and residents. We understand that considerable staff time would be spent working with Republic and KQCM, so we suggest the Republic compensate the City \$150,000 per year.

I am available to review this material in more detail with you, at your convenience.

Janet

Janet Prichard
Municipal Manager

e jprichard@republicservices.com

c 425-221-0766



We'll handle it from here.™

From: Prichard, Janet
Sent: Thursday, December 06, 2018 3:44 PM
To: 'council@mercergov.org'
Cc: julie.underwood@mercergov.org; Mercer Island Jason Kintner
Subject: Solid Waste Contract Option

Dear Mercer Island Councilmembers,

Republic Services can contribute substantially to your sustainability goals while reducing your proposed rate increase.

Republic Services offers to extend the current agreement for three years, with these suggestions:

- Add **monthly trash collection** as an option to residential SuperRecyclers;
- Invite City partnership with Education and Outreach, to be compensated at **\$150,000 per year**; and
- Reimburse the City for its **\$35,000 procurement cost** (as expressed in the RFP).

Residents currently enjoy service from an **experienced team**, driving **Renewable Natural Gas** trucks, and who collect **40 percent more organic material** than the other contract option. Our fleet will continue to be replaced on its current rotation level, and your ratepayers would continue with uninterrupted service from a company that they rated highly on a City Customer Satisfaction Survey. Furthermore, Republic Services will continue assume all recycling commodity risk.

The Republic Services contract option increases rates 17.5% (the other contract option increases rates 29%). This three-year contract extension with Republic Services hopes to give you the time to make a thoughtful decision about service levels and fees, while ensuring your sustainability efforts continue to grow.

I remain available to answer any of your questions.

Janet

Janet Prichard
Municipal Manager
Post Collection

Approaches to Handling Commodity Value Mercer Island Collection RFP Process 12/10/18

Background

Most local collection contracts from the past 20 years have allocated all risk and reward from recycling commodity value to the collection contractor. That value has been used to reduce the overall rate to the customer. In the past, when responding to Requests for Bids (“RFPBs”) or Requests for Proposals (“RFPs”), proponents would project an estimated market value over the contract term and use that revenue as an offset to their costs in order to reduce customers’ rates. In a competitive environment, there is an incentive to not underestimate the future value of commodities, as lower revenues would increase proposed customer rates and their bid (in an RFB) would be higher or their rate score (in an RFP) would be reduced. This process was invisible to customers. Their bills did not vary up or down with markets, and rates over the contract term were subject only to regular annual inflation and disposal fee adjustments.

Areas regulated by the Washington Utilities and Transportation Commission (mostly unincorporated, but also some cities) used a different approach. In general, commodity values were set outside of the regular rate process and a portion was rebated (or charged) to the customers as a separate line item. Some counties also received a portion of that rebate to fund various recycling activities. WUTC rebates have been in the \$1.50-\$3.50/month range for years. This changed with China Sword, and the rebates ended and instead commodity and processing charges have been added to customer bills. Those charges are reviewed every six months and increase or decrease, as markets fluctuate.

Mercer Island RFP & Commodity Adjustment Mechanism

When the Mercer Island RFP was developed, it was apparent that the previous approach of assigning all risk and reward to the contractor was untenable, as it could result in either no proposals or only one proposal (as in the case of Mukilteo and Auburn). An alternative approach was needed. The City has neither the staff nor the expertise to provide the level of economic regulation that the WUTC uses to evaluate and approve commodity adjustments to rates.

Additionally, it was desirable to maintain competitive pressure on the proposers to ensure that their processing costs would not be inflated and that the long-term commodity value was captured for ratepayers in a way that would not be reliant on self-reporting of values.

The approach chosen was to require proponents to include processing costs in customer rates and then to identify an average per-ton blended commodity value that the contractor would offer back to the City or the ratepayer. That value would be adjusted up or down by variations in a third-party index or by variations in WUTC regulated commodity credits. This approach allows the value to be captured by the City or in customer rates, without either relying on self-reported data on material sales or a periodic City audit of the contractor’s revenues. This also incentivizes the contractor to produce high value commodities (through reduction in contamination levels and investment in processing capabilities), since they would keep the additional value of commodities that command a higher-than-average value in excess of the benchmark price submitted with their proposal. (\$65/ton, in the case of Recology).

Recology Contract

The contract with Recology before Council includes a benchmark value of \$65/ton which was provided by the proponent as a requirement of the RFP. Commercial recycling remains open and competitive, so the estimated residential recycling tonnages is approximately 3,200 per year. Recology's benchmark value is equal to about \$2.40 per single-family residence per month. The \$65/ton will be adjusted up or down by the weighted value of commodities as determined by periodic composition checks and trade journal-reported values.

The \$65/ton is slightly higher than current value, **but much lower than average values over the past five years**. The \$65/ton likely represents Recology's expectations on the results of their efforts to reduce contamination at the source as well as investments in their processing facility.

During contract finalization, staff faced the decision of whether to incorporate a commodity adjustment component on customer bills. That would have required establishing a mechanism to review and adjust a value on customer bills annually or bi-annually, as well as determining how to incorporate a "look back" loop to correct for under- or over-estimated values during the previous period, as the WUTC provides. This mechanism could be complex and require careful and continuous review by City staff.

An alternative approach, which is used in the contract, is to simply rebate the revenues to the City for use on related programs. As market values vary, the revenue to the City will vary, but the City would generally know the expected range of revenues and could plan accordingly. **Based on the 2017 reported residential recycling tonnage, a \$65/ton payment would yield about \$208,000/year.**

Under the proposed arrangement, the following incentives will be in place:

- The contractor will want to increase the value of the sold recyclables to gain potential commodity revenues if they market the material for greater-than-average prices. Values could be increased by additional efforts to reduce contamination at the curb as well as processing to a higher standard.
- The City will want to increase recycling tonnage to meet sustainability objectives, and if successful, will gain additional funding for enhanced City activities.
- The resident will be able to save money if they recycle (both recyclable commodities and food scraps) to the extent that allows them to drop to a lower garbage service level.

EXECUTIVE SUMMARY

The Recology Difference

Recology is not a garbage company; instead, Recology is a company that strategically focuses on pursuing a world without waste™.

This means that Recology does not invest in landfills, incinerators, or other disposal technologies, but rather focuses on renewable infrastructure such as Material Recovery Facilities and organics processing facilities. With the abundance of landfills in the U.S., it is imperative to develop options that do not sacrifice the long-term social and environmental costs of communities.

Every ton of recyclables or organics sent to the landfill is a missed opportunity to create green-economy jobs and lower greenhouse gas emissions. As of September 2018, Recology owns and/or operates 25 collection companies, 15 transfer stations, 12 material recovery facilities (MRFs), nine organics processing facilities, and only three landfills.



Philosophically, Recology is different than other solid waste companies. Recology pursues a different vision, and focuses on doing the right thing for the environment, its employees, and its communities:

- Recology is the only company in the solid waste industry that is 100% employee-owned through an Employee Stock Ownership Plan (ESOP).
- Recology is not a “landfill company.”
- Recology pays its collection drivers equally, regardless of whether they collect recyclables, compostables, or trash.
- Recology has an internationally-recognized, award-winning Artist in Residence program, which supports local artists making work from scavenged material.
- Recology invests in new climate-impacting technology, such as piloting the nation’s first 100% electric collection truck (planned for the City of Seattle in 2019). Recology was also the first collection company in Washington to acquire renewable diesel, renewable natural gas, and 100% electric support vehicles.
- Recology engages with its communities through its unique Retail Stores, where customers can purchase recycled and reusable products, in addition to paying their bills.
- Recology has a local call center, staffed by local Customer Service Specialists.



Employee Fairness

Recology compensates [all collection drivers at the same wage rate, regardless of whether they collect recycling or solid waste/compost](#). This is a unique approach in the region, where other companies compensate recycling drivers at a lower rate than their solid waste and compost collection counterparts.

Recology collection drivers are represented by a single union. The company's (and the City's) risk of strike is limited because there is only one contract to negotiate. There are also operational benefits: with only one collection union, there is no uncertainty as to whether a driver is able to cover a route servicing a different material stream, should the need arise.

Art Program

Recology's Artist in Residence (AIR) program in King County is a unique program to help communities see discarded material differently through artwork created by local artists.

The AIR program consists of a five month residency for artists, providing access to discarded materials at Recology's recycling facility, use of a studio space, a monthly stipend, and opportunities to interact with groups from the public during tours of the facility.

In 2018 artists Philippe Hyojung Kim and Maria Phillips joined Recology for a five-month residency, scavenging for discarded materials among the 6,000 tons processed at the Recology Material Recovery Facility each month. The artists also sourced material from the City of Seattle's new North Transfer Station through a partnership with Seattle Public Utilities. Recology hosted its fourth exhibition of AIR work at 109 S Washington Street as part of the First Thursday Art Walk in the Pioneer Square neighborhood.



Volunteer Program: People Reaching People

Recology established its Volunteer Program around the slogan, People Reaching People.

Recology employee owners have assisted the communities where they live and work by providing in-kind support to various nonprofit organizations in need. This program has helped build strong relationships with customers and municipalities, and is just one way Recology strives to shape healthy communities.

Most recently, employee owners at Recology South Valley beautified the baseball field and gazebo and conducted landscaping at the Chamberlain Children's Center, a residential treatment facility for victims of child abuse, in Hollister, CA. Other recent Recology volunteer events include:

- Transforming the St. Vincent de Paul McMinnville, OR campus through landscaping, deep cleaning, and reorganizing the Food Pantry and Thrift Store (August 4, 2018).
- Beautifying Howarth Park to help the City of Santa Rosa, CA, begin healing from the devastating North Bay fires (December 9, 2017)
- Transforming the campus of Wellspring Family Services (a Seattle-based organizations serving families experiencing homelessness) to include an early learning sensory garden, new landscaping, and other services (August 19, 2017)
- Beautifying Lake Sammamish State Park in Issaquah, WA: 80 volunteers provided nearly \$10,000 of in-kind value to this regional state park as it prepared for some major upgrades. (August 13, 2016)



Recology looks forward to bringing its commitment to community involvement to the Mercer Island community.

Safety and Customer Service

Customer service and safety are at the forefront of Recology. To ensure every customer receives excellent service, Recology uses state-of-the-art technology to facilitate communication, solve customer inquiries quickly, and ensure safe operations. Vehicles serving the City will be equipped with 3rd Eye.

Recology's missed pickup rate
is just 0.25 per 1,000
customers.

3rd Eye is a complete route safety and monitoring system, featuring 360° of camera coverage to monitor vehicle and driver environment in real time. Recology will use 3rd Eye to:

- Monitor route progress: 3rd Eye uses GPS technology to navigate collection routes, gathering information for individual stops to help monitor route progress in real time.
- Facilitate communication between drivers, customer service, and dispatch.
- Monitor safety: The system records drivers' behavior, including speed, traffic control device compliance, hard stops, and other information.
- View equipment behavior, such as the complete status of the vehicle's hopper, compactor, and ancillary equipment

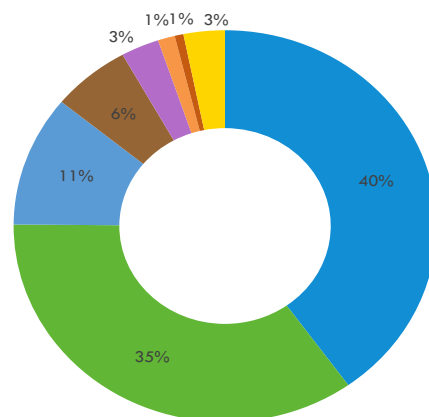
- Observe live vehicle and body information, such as hydraulic pressures, engine analytics and more.
- Technology such as 3rd Eye, coupled with Recology’s effective driver training program and experienced collection supervisors, helps Recology maintained **a low missed pickup rate of only 0.25 per 1,000 customers served.**

Employee Ownership

Recology is the only company in the solid waste and recycling industry that is 100% employee-owned through an Employee Stock Ownership Plan (ESOP).

An ESOP is a qualified defined contribution plan that provides a company’s workers with retirement savings in their employer’s stock, **at no employee contribution.** Each year, Recology’s employee-owners accumulate company stock. This is a supplement in addition to their industry-leading pension and compensation. Over the course of their careers, employees develop a larger equity share in the company. **As Recology grows, so does their retirement equity.**

Recology believes that ownership behavior directly correlates to the company’s long-term success. This dedication is evident in Recology’s consistently high call center performance, low missed pickup rates, and high driver staffing levels. Recology is proud of the fact that minority and/or women employees own approximately 60% of the value of Recology shares across the organization.



- WHITE
- BLACK OR AFRICAN AMERICAN
- TWO OR MORE RACES
- AMERICAN INDIAN / ALASKA NATIVE
- HISPANIC OR LATINO
- ASIAN
- HAWAIIAN OR PACIFIC ISLANDER
- BENEFICIARY OR ALTERNATE PAYEE

Local Call Center

As part of its commitment to support the local economy and provide high-quality service, Recology maintains a local Call Center at its 117 S. Main Street offices. Any time a customer contacts Recology with a service question, they will speak to a local Recology employee-owner that lives in the area.

Today, the Call Center has an average Speed to Answer or approximately 8 to 12 seconds – well below the contract’s 30 second requirement. Recology’s Customer Service Specialists are well-trained to resolve customer inquiries, within the first call.

Recology invests approximately \$630,000 each year on the wages and benefits for the employee-owners at its local Call Center. **By operating a local call center, as opposed to outsourcing customer service, Recology helps create employment opportunities in the King County region.**

Educating Customers and the Community

Recology is excited to offer the City a comprehensive outreach and education program to educate customers on their services and encourage them to maximize their diversion potential. In addition to sorting posters, brochures, flyers, and other educational collateral, Recology is excited to offer the City the following special programs and services:

- **School Outreach Program**, designed to help educate students on waste reduction, recycling, and resource conservation. Programs are tailored to grade level and can be aligned with the classroom curriculum and interests of teachers and students.
- **“Beyond Waste at Home” & “Beyond Waste at Work”** Checklists, designed for residential and commercial customers address a variety of materials commonly found in the home and office.



- **The Waste Wise Program**, offered to multi-family customers that need assistance to increase diversion and decrease contamination.
- **In-Field Assistance**: Recology's Waste Zero Team visits all multi-family sites before the contract starts to evaluate access issues and determine optimum service levels. During the course of the contract, Operations Supervisors continue to conduct site visits to resolve issues related to container placement and service levels.
- **Environmental Education Center** at the Recology Material Recovery Facility (MRF) in Seattle, where students and members of the community can learn about achieving a more sustainable community.
- **Material Recovery Facility (MRF) Tours**, open to community groups and municipalities to help educate on the importance of recycling.

Climate-Conscious Collection

As a climate-conscious collection company, Recology aims to use fuel, equipment, and vehicles that minimize environmental impacts. Recology's vehicles serving the City will be powered by renewable natural gas (RNG). RNG is an even more environmentally-friendly alternative than Compressed Natural Gas (CNG).

Unlike CNG, **RNG is created from renewable resources** (such as biomethane from anaerobic digesters; in this case, from a King County water treatment plant in Renton, WA) instead of fossil fuels. In addition, RNG offers lower emissions rates when compared to traditional diesel fuel. Recology sources RNG fuel directly from King County.

Recology proposes to use automated front-end loading vehicles and limited access vehicles (LAV) to serve customers. Single-family carts will be collected using the Automated Curotto-Can attachment, which has the fastest load time of any automated system on the market and can deliver **25% to 30% productivity advantage over automated side loaders**.

The Curotto-Can attachment is affixed to the loading forks of the vehicle, allowing a traditionally front-end loading vehicle to easily switch between collecting containers and collecting carts. This means Recology's fleet will be more flexible in the field, capable of serving a wider array of carts and containers. For more information, see Attachment 1: Curotto Can Flyer.

In addition, Recology uses specialized Limited Access Vehicles (LAV) to service hilly or narrow areas that traditionally provide service challenges. These vehicles are smaller and easier to maneuver compared to standard collection vehicles.

In addition, Recology uses RouteSmart software to assist with routing in its service areas. By using RouteSmart, Recology operating companies generally experiences a 7% - 12% reduction in miles driven compared to manually created routes.





**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA**

**AB 5516
December 11, 2018
Regular Business**

CITY COUNCIL POSITION NO. 4 VACANCY - CANDIDATE APPOINTMENT	Action: Appoint new Councilmember to Position No. 4.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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DEPARTMENT OF	City Manager (Deborah Estrada)
COUNCIL LIAISON	n/a
EXHIBITS	n/a
2018-2019 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$	n/a
AMOUNT BUDGETED	\$	n/a
APPROPRIATION REQUIRED	\$	n/a

SUMMARY

The City Council is seeking to fill the vacant position created by Tom Acker’s resignation from the Mercer Island City Council (effective September 29, 2018). The position was advertised on the City’s website, in the MI Weekly, and the Mercer Island Reporter, and closed on November 21, 2018.

Twelve (12) candidates applied (listed alphabetically): Lisa Anderl, Elizabeth Buckley, Heather Cartwright, Jonathan Conradt, Darren Gold, Traci Granbois, Thomas Hildebrandt, Leslie Meagley, Matt Murphy, Daniel Odievich, Craig Reynolds, and Kwan Wong (see [AB 5509](#) for candidate applications). Prior to the December 6, 2018 Special Meeting, candidates Leslie Meagley and Matt Murphy withdrew their applications.

At the Special Council Meeting of December 6, 2018, the candidates were invited to address the Council and answer pre-determined questions from the Council.

Pursuant to RCW 42.12.070, the Council shall appoint a qualified person to fill the vacant position within ninety (90) days. Though Washington State law does not provide specific procedures for the appointment process, the City Council has followed procedures used for previous vacancies, as outlined below.

APPOINTMENT PROCESS

The appointment process, used in 2015 when the Council filled the position left vacant by Tana Senn's resignation, uses paper ballots (which are read aloud) and a point system to narrow the candidate pool.

- (1) First Round: Each Councilmember will be asked to award 2 points to their top candidate and 1 point to their second candidate. The City Clerk will tally the points for each candidate. The 4 candidates with the most points will advance to the next round. In the event of a tie, more than 4 candidates could advance. Councilmembers may speak to their choices for their top two candidates before the second round of voting.
- (2) Second Round: From the pool of 4 (or more) candidates that advanced from the first round, each Councilmember will be asked to award 2 points to their top candidate and 1 point to their second candidate. The City Clerk will tally the points for each candidate. The 2 candidates with the most points will advance to the next round. In the event of a tie, this round would be repeated until the top 2 are identified.
- (3) Final Round: A roll call vote will be taken, and each Councilmember will cast their vote for their preferred candidate. In the event of a tie, the Council will take a 10-minute recess, reconvene and repeat this step. If a tie remains, Council will recess again, reconvene and have an opportunity for Councilmember speeches before a third roll call vote.
- (4) If the Council reaches a deadlock, it can be addressed by:
 - (A) Taking a recess for off-line discussions between Councilmembers (no quorums allowed), then re-vote;
 - (B) Adjourn to a later date to complete the voting process;
 - (C) Re-open nominations for new nominees or for re-consideration of previous nominees.
 - (D) After 90 days of impasse, ask the King County Council to make the Councilmember selection per RCW 42.12.070(4).
- (5) The City Clerk shall declare the nominee receiving the majority vote as the new Councilmember.

SWEARING-IN

The appointed candidate will be sworn in at the December 18, 2018 Council meeting.

RECOMMENDATION

City Clerk

Appoint a candidate to fill vacant Position No. 4 on the Mercer Island City Council.