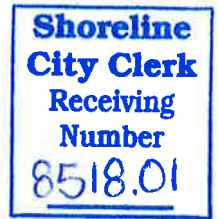


AMENDMENT #1
TO THE COMPREHENSIVE GARBAGE, RECYCLABLES AND
COMPOSTABLES COLLECTION CONTRACT
BETWEEN
CITY OF SHORELINE
AND
RECOLOGY CLEANSAPES INC.



This AMENDMENT #1 is made and entered into this 26 day of June, 2019 by and between the City of Shoreline, a Washington municipal corporation (“City”), and Recology CleanScapes Inc. a Washington corporation (“Contractor”).

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

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

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

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

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

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

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

The Contractor shall recycle all Source-separated Recyclables collected and compost all Source-separated Compostables collected, unless express prior written permission is provided by the City. The City's goal is to maintain an inbound contamination level of no greater than ~~ten~~ five percent (45%) by volume for collected Recyclables and no greater than three percent (3%) by volume (Inbound Contamination Levels) for collected Compostables. The Contractor shall use facilities that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Recyclable and compostable market conditions report.

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

<u>Fee for Collection of Contaminated Recycling or Compost Containers as Garbage</u>	<u>\$25.00 per cubic yard of Container size (or per cart, for cart Customers) for Multifamily Complex or Commercial Customers</u>
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Section 7. Contract Section 3.3.5 Promotion and Education, is revised as follows:

3.3.5 Promotion and Education

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHORELINE

By *Debra Lavery*
Its *City Manager*

RECOLOGY CLEANSCAPES INC.

By *Kirkland J. [Signature]*
Its *President & CEO*

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

Recology

Reviewed by:

BG

Legal

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

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

Promotion and Education Program Requirements: Ongoing

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

- An annual schedule of scheduled on-site visits for commercial and multifamily customers will be offered, along with free educational resources (posters, signage, websites/links etc.) and staff trainings.
- Participation in regional and State programs – such as those listed below – to coordinate recycling market development and educational efforts.
 - Washington State Recycling Association
 - Washington Refuse & Recycling Association
 - Metropolitan Solid Waste Management Advisory Committee
 - Solid Waste Advisory Committee

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

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

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