

AGREEMENT ROUTING FORM

- This form **must be completed** for all contracts by the Department of Origin
- Send this form along with **3 originals** to the Clerk's Office for review by Legal, Finance, City Manager, & City Clerk

15-221

Do I need to send my contract to the Clerk's Office for routing?

Yes, regardless of amount or authorized signer, all contracts entered into by the City must be on file with the Clerk's Office

Who should SIGN the contract? **Contracts signed by the Dept Director still need to be routed through the Clerk's Office**

Contract Type	Authorized Signer	
Supplies, Equipment, Non-Professional Services, and Information Services	Less than \$30,000	Dept Director**
	\$30,000 - \$99,999	City Manager
	\$100,000 or more	Must go to Council
Legal Services	Less than \$30,000	City Manager
	\$30,000 or more	Must go to Council
Public Works and Professional Services (non legal)	Less than \$50,000	City Manager
	\$50,000 or more	Must go to Council

Additional Items Requiring Council Approval:

- Professional Service amendments, if the cumulative amount of all amendments increase the cost of a contract by more than 10% or \$50,000 (whichever is greater)
- Public Works project change orders that **exceed** previously **approved budget** appropriations
- Public Works project change orders, if the contract total increases to **\$300,000** or more **AND** the cumulative amount of change orders exceeds **10%** of the original contract
- Interlocal agreements

Date Scheduled for Council: 9/1/15 **Approved:** **Director Approval & Date:** [Signature] 10/8/15 **Dept:** PW **Staff:** Sabrina Combs

Type: Professional Services Public Works Information Services Legal Services Supplies/Equipment Interlocal Small Works

Contract with: WASTE MANAGEMENT AND RECOLOGY CLEANSCAPES **Original:** **Supplement/Change Order No.:**

Brief Description & Impact: Contract between Waste Management, Recology CleanScapes and the City of Bothell to swap customers in the annexation pocket neighborhoods from Waste Management to Recology CleanScapes

Original Contract Amount: \$0.00 **Current Supplement:** _____ **Total Budgeted:** \$0.00

Original Contract No., if applicable: _____ **Total Contract Amount, including all supps/change orders:** _____

Contract \$\$ History*: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____

*If there are additional supplements/change orders, attach **Supplement/Change Order Breakdown** form

Project Code: N/A **BARS Code:** N/A

Completion Date/Terms: N/A **Certificate of Insurance:** **Expires:** N/A **Add'l Insured Endorsement:**

Mailing and/or Special Distribution instructions: Originals to Kevin Kelly c/o Recology CleanScapes, 117 S. Main St, Ste 300, Seattle, WA 98104 and Will Ibershoff, WMW, 720 4th Ave-Ste400, Kirkland, WA 98033
 (provide contact name and address if not in contract)

Signed by **Contractor/Consultant** on: [Signature] ✓

Forwarded to **City Attorney** on: 10/8/15

Reviewed/Signed by **City Attorney** on: 10/8/15 ✓

Forwarded to **Finance** on: 10/8/15

Business License and Budget Review by **Ted** on: 10/8/15

Reviewed by **Gretchen** (for Capital Facilities Projects) on: N/A

Reviewed by **Finance Director** on: [Signature]

Forwarded to **City Manager** on: 10/13/15

Approved/Signed by **City Manager** on: [Signature]

Notary Required (Y or N): N

Forwarded to **City Clerk** on: [Signature] ✓

Signed by **City Clerk** on: NA

Rec'd in Clerks: 10/8/15 Mailed for Signature: NA Distributed to Dept: [Signature] ✓ Distributed to Contractor: [Signature] ✓



City of Bothell

CITY CLERK'S

ORIGINAL

15-221

SOLID WASTE COLLECTION TRANSITION AGREEMENT

(City of Bothell Annexations:
Hillside Estates, Westhill Island/North, Westhill Island/East,
Westhill Island/South, and Maywood Island)

This SOLID WASTE COLLECTION TRANSITION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”), RECOLOGY CLEANSCAPES INC. (“Recology”), and the CITY OF BOTHELL, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below

RECITALS

WHEREAS in November 2005, WMW and the City entered into the *Comprehensive Garbage, Recyclable, and Organics Collection Contract* (“WMW Contract”) for the collection of solid waste, recyclables, and organics within the City Service Area, as defined therein, which encompassed the corporate limits of the City as of January 1, 2006;

WHEREAS the initial term of the WMW Contract expired on December 31, 2012, which the City elected to extend until December 31, 2014;

WHEREAS Recology and the City have entered into the *Comprehensive Garbage, Recyclables, and Organics Collection Contract* (“Recology Contract”) for the collection of solid waste, recyclables, and organics within the City Service Area, as defined therein, and which commenced on January 1, 2015;

WHEREAS Section 2.1.2 of the WMW Contract sets forth the terms and conditions that shall apply to WMW’s collection services if the City annexes areas outside of the City Service Area for which WMW provides solid waste collection services pursuant to its certificate of public convenience and necessity (Certificate No. G-237) issued by the Washington Utilities & Transportation Commission;

WHEREAS since the execution of the WMW Contract and prior to the commencement of the Recology Contract, the City annexed certain areas into the City, including, but not limited to, the five areas known as Hillside Estates, Westhill Island/North, Westhill Island/East, Westhill Island/South, and Maywood Island, which are depicted on **Figure A** attached hereto (such five areas are referred to herein as the “Annexed Areas”);

WHEREAS WMW and the City have entered into a Memorandum of Understanding in which WMW and the City agreed that that WMW shall continue to pay the Street Preservation Fee during the term of the MOU, provided however, that the amount Street Preservation Fee is adjusted to the annual amount of \$39,575.40 (or as further revised in accordance with the MOU) to reflect the reduction in WMW’s service area;

WHEREAS WMW wishes to waive and relinquish its rights under the WMW Contract to continue servicing the customers within the Annexed Areas;

WHEREAS the City wishes to transition solid waste collection services for the Annexed Areas from WMW to Recology;

WHEREAS subject to the terms and conditions set forth herein, the Parties wish to enter into this Agreement whereby, on the Transition Date, WMW shall terminate and waive its rights under Section 2.1.2 of the WMW Contract with respect to the Annexed Areas and Recology will assume responsibility for solid waste collections services for the Annexed Areas on the same terms, conditions, and rates as in the Recology Contract;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

1. Termination of WMW's Collection Services to the Annexed Areas. Effective on November 1, 2015 (the "Transition Date"), WMW and the City hereby agree to waive and terminate all of WMW's rights and obligations in Section 2.1.2 of the WMW Contract to provide collection services to the Annexed Areas, subject to Section 3 below. After the Transition Date, WMW shall have no further obligation to provide solid waste collection services to the Annexed Areas.

2. Commencement of Recology's Collection Services to the Annexed Areas. Commencing on the Transition Date, Recology shall provide collection services to the Annexed Areas pursuant to the same terms, conditions, and rates as are applicable under the Recology Contract. Recology and the City hereby amend the Recology Contract to include the Annexed Areas within the term "City Service Area," effective on the Transition Date.

3. Preservation of Waiver under RCW 35A.14.960. WMW acknowledges that, in Section 2.1.2 of the WMW Contract, WMW has (i) waived any and all claims under RCW 35A.14.960 with respect to the Annexed Areas, including claims against the City for compensation or damages, (ii) agreed that any WUTC certificate (including without limitation Certificate No. G-237) or other franchise was deemed cancelled with respect to the Annexed Areas as of the effective date of annexation, and (iii) made certain other waivers and releases. Nothing in this Agreement affects any such waiver, agreement or release.

4. Other Annexed Areas. For purposes of clarification, this Agreement applies only to the Annexed Areas as defined herein and does not affect WMW's rights and obligations with respect to the following remaining four areas that were also annexed into the City since the execution of the WMW Contract and prior to the commencement of the Recology Contract, and which are not included in the "City Service Area" under the Recology Contract: North Bloomberg Hill, South Norway Hill/NE 160th, Magnolia Dairy/South Westhill, and North Westhill, which are also depicted on **Figure A** attached hereto.

5. Customers. Attached hereto as **Figure B** is a list of all customer addresses currently being serviced by WMW in the Annexed Areas as of the date hereof. WMW has provided City and Recology with accurate information regarding the services such customers are receiving and agrees to update that information if there is any change to (or request by a customer to change) such services prior to the Transition Date. Recology shall be permitted to place appropriate containers at such customers' premises on or before the Transition Date.

6. **Governing Law.** This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

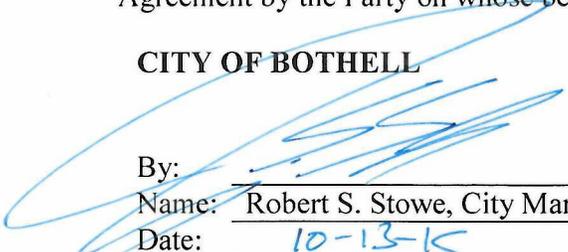
7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF BOTHELL

Approved as to Form:

By: 
Name: Robert S. Stowe, City Manager
Date: 10-13-15


Joseph N. Beck, City Attorney

WASTE MANAGEMENT OF WASHINGTON, INC.

RECOLOGY CLEANSCAPES INC.

By: 
Name: Jason Rose, President
Date: 9/30/15

By: 
Name: Derek Rudeman, VP Northwest
Date: 9/2/15

Approved as to Form:

Approved as to Form:

Andrew M. Kenefick, Sr. Legal Counsel

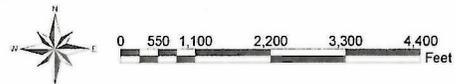
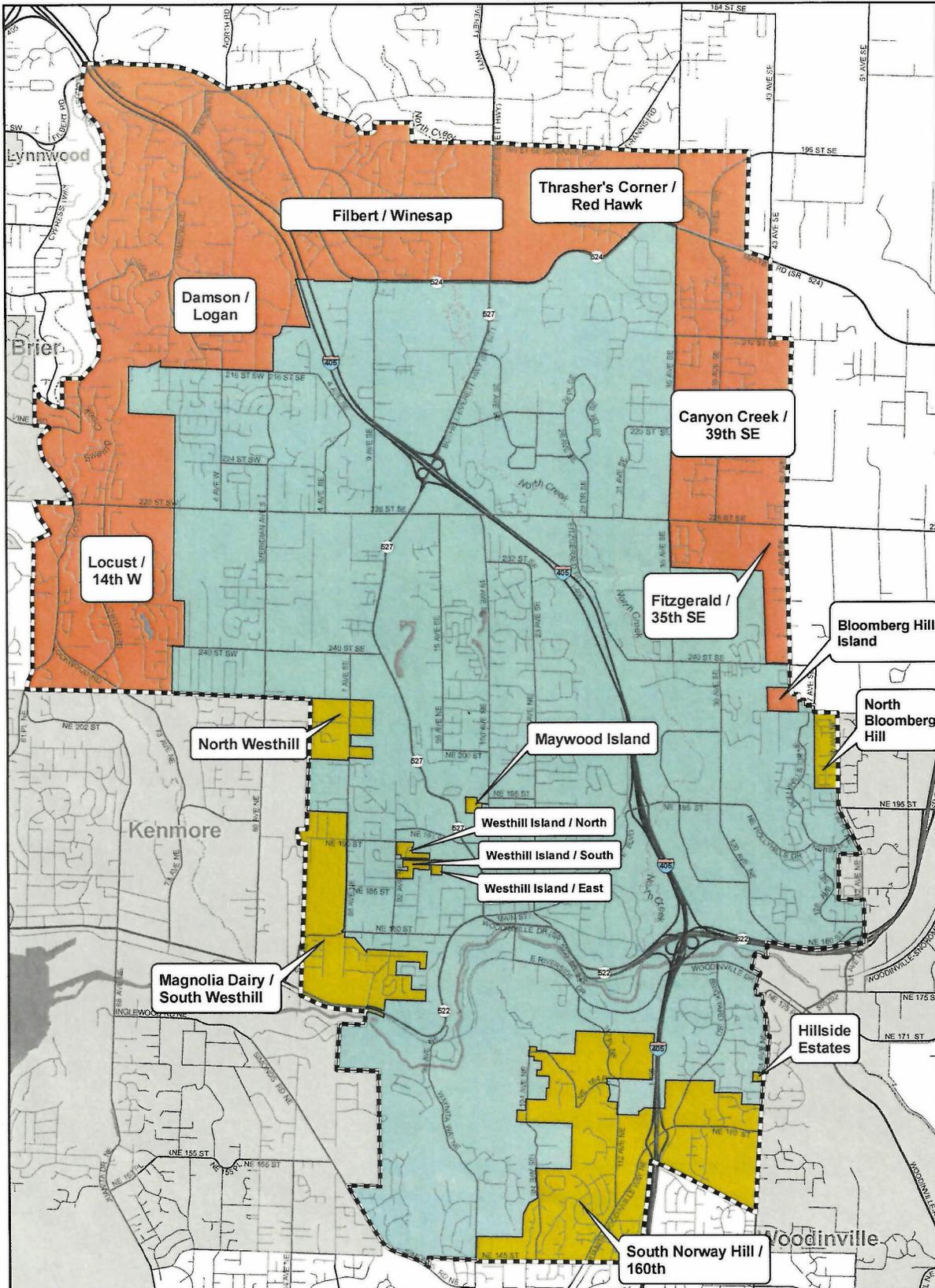
Figure A – Map of Annexed Areas



Figure B
Customers in Annexed Areas

FIGURE A – Map of Annexed Area

- Municipal Urban Growth Area (MUGA*) - Snohomish County
 - 2010 Bothell City Limits
 - Potential Annexation Area (PAA) - King County
 - Planning Area Boundary Line
 - Brier, Kenmore, Lynnwood, or Woodinville
- *also known as North, East and West of Bothell Annexation, or NEWBA



The City of Bothell delivers this data (map) in as-is condition. GIS data (maps) are produced by the City of Bothell for internal purposes. No representation or guarantee is made concerning the accuracy, currency, or completeness of the information provided.



Figure B

	Address	City	Zip
Maywood	19311 100TH AVE NE	BOTHELL	98011
	19331 100TH AVE NE	BOTHELL	98011
	19307 100TH AVE NE	BOTHELL	98011
Hillside	12306 NE 165TH ST	BOTHELL	98011-7107
	12318 NE 165TH ST	BOTHELL	98011-7107
	12321 NE 165TH ST	BOTHELL	98011-7107
	12303 NE 165TH ST	BOTHELL	98011-7107
	12307 NE 165TH ST	BOTHELL	98011-7107
	12312 NE 165TH ST	BOTHELL	98011-7107
	12315 NE 165TH ST	BOTHELL	98011-7107
	12313 NE 165TH ST	BOTHELL	98011-7107
Westhill	18826 92ND AVE NE	BOTHELL	98011-2209
	18712 95TH AVE NE	BOTHELL	98011-2220
	9424 NE 188TH ST	BOTHELL	98011-2246
	18840 92ND AVE NE	BOTHELL	98011-2209
	9321 NE 188TH ST	BOTHELL	98011-2245
	18812 92ND AVE NE	BOTHELL	98011-2209
	9220 NE 188TH ST	BOTHELL	98011-2244
	18824 93RD AVE NE	BOTHELL	98011-2214
	18823 93RD AVE NE	BOTHELL	98011-2214
	9408 NE 188TH ST	BOTHELL	98011-2246
	18830 93RD AVE NE	BOTHELL	98011-2214
	9307 NE 188TH ST	BOTHELL	98011-2245
	9403 NE 188TH ST	BOTHELL	98011-2246
	18836 92ND AVE NE	BOTHELL	98011-2209
	18605 94TH AVE NE	BOTHELL	98011-3334
	9314 NE 188TH ST	BOTHELL	98011-2245
	18818 92ND AVE NE	BOTHELL	98011-2209
	18618 92ND AVE NE	BOTHELL	98011-2207
	9309 NE 188TH ST	BOTHELL	98011
	18601 94TH AVE NE	BOTHELL	98011
	18620 95TH AVE NE	BOTHELL	98011
	18713 95TH AVE NE	BOTHELL	98011
	18808 92ND AVE NE	BOTHELL	98011
18707 95TH AVE NE	BOTHELL	98011	
18716 95TH AVE NE	BOTHELL	98011	
18608 92ND AVE NE	BOTHELL	98011	
9225 NE 188TH ST	BOTHELL	98011	

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