



Board of County Commissioners - Staff Report

Meeting Date: September 18, 2018

Presenter: Heather Overholser

Submitting Dept: ISWR/Public Works

Subject: Consideration of Amendment #1

to the County's Contract with Westbank Sanitation for Food Waste Collection

Statement / Purpose:

To consider Amendment #1 to the County's Contract with Westbank Sanitation for food waste collection, which would extend the contract by two years and two-and-a-half months, expiring December 31, 2020.

Background / Description (Pros & Cons):

Westbank has held the contract for food waste collection in Grand Teton National Park for the food waste collection pilot program, which was competitively bid in May 2017. It is a two-year contract with an option to renew for one year. Staff received a proposal from Westbank to extend the contract by two years and two-and-a-half months, to expire December 31, 2020.

An additional two plus years of this contract will allow for the last year of the food waste collection pilot in Grand Teton to be completed (November 2019), and also allow Teton County ISWR to move into the first year of food waste collection in the Town of Jackson and Teton County with a hauler that has direct experience in food waste collection. The launch of the food waste program in spring 2020 is expected to be a complicated endeavor, and ISWR anticipates that there will be many issues to troubleshoot (i.e. composting techniques under a new compost contract, odor reduction, collection complications, vector/wildlife control, education and training, etc.). By allowing Westbank to hold the contract for an additional two years, ISWR will minimize many of the problems associated with food waste collection by working with a contractor that has proven success in this area and has been a cooperative partner for the two summer seasons of the pilot project.

Stakeholder Analysis & Involvement:

Grand Teton National Park, Grand Teton Lodge Company, Signal Mountain Lodge, Wet Yellowstone Compost Facility, Yellowstone National Park, Haderlie Farms/WyoCompost, National Parks Conservation Association (NPCA), Subaru of America.

Fiscal Impact:

The contract includes a 2.5% annual escalator, which would be extended through 2020. However, if the services are invoiced based on an hourly rate, which is the current scenario, no escalator will be applied, and rates will remain the same at \$127 per hour.

The majority of the collection cost of the pilot project is paid for by ISWR and reimbursed to ISWR by concessionaires and NPCA. Approximately \$5,250 is paid by ISWR and offset by a Teton Conservation District grant. During the first year of the County's in-house compost program (2020), the collection fees are anticipated to be covered by the participating businesses. The total expense line item for FY2020 is anticipated to be approximately \$60,000, and the total anticipated cost for FY2020 is \$132,000 (based on 20 hours per week, 52 weeks per year, \$127 per hour).

Staff Impact:

Staff will continue to work with Westbank Sanitation to ensure all requirements of the Contract and Scope of Work are met during the last year of the pilot and the transition into the County's food waste composting program. Staff will bid out the next food waste collection contract in July 2020, with a new contract starting January 1, 2021.

Legal Review: Gingery

*Organizational Excellence * Environmental Stewardship * Vibrant Community * Economic Sustainability*



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Staff Input / Recommendation:

Staff recommends approval of Contract Amendment #1 to the County's Contract with Westbank Sanitation for food waste collection, which will extend the contract, with a new expiration date of December 31, 2020 and an estimated FY2019 line item expense of approximately \$60,000.

Attachments:

Contract Amendment #1

Suggested Motion:

I move to approve Contract Amendment #1 to the County's Contract with Westbank Sanitation for food waste collection, which will extend the contract, with a new expiration date of December 31, 2020 and an estimated FY2019 line item expense of approximately \$60,000.

AMENDMENT #1

To

2017 Agreement for Services Between Teton County and West Bank Environmental Services, Inc.
Food Waste Collection Pilot Program

This Amendment #1 to the 2017 Agreement for Services Between Teton County and West Bank Environmental Services, Inc., dated May 2, 2017 is entered into as of this ___ day of September 2018, between the County of Teton, a duly organized county of the State of Wyoming, located at P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and West Bank Environmental Services, Inc., located at P.O. Box 7810, Jackson, WY 83001 (hereinafter referred to as "Contractor"):

WHEREAS, the parties entered into an Agreement for Services on May 2, 2017, with an original expiration date of October 15, 2018;

WHEREAS the parties have mutually agreed that this contract should be extended with a new expiration date of December 31, 2020 and shall be revised to include the additional provisions as set forth below;

NOW, THEREFORE, the parties agree to the following:

1. The contract between the County and the Contractor that was entered into on May 2, 2017, with an original expiration date of October 15, 2018, is hereby extended with a new expiration date of December 31, 2020.

2. All terms of the contract dated the 2nd day of May 2017 not in conflict with the terms of this addendum shall remain in full force and effect.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of September 2018.

WEST BANK ENVIRONMENTAL SERVICES, INC.

TETON COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Zakoor, District Manager

By: _____
Mark Newcomb, Chairman

Witness: _____

Attest: _____
Sherry Daigle, County Clerk

Approved as to Form and Execution:

By: _____ Date: _____