

REPORT

**To the Honorable Mayor and City Council
From the City Manager**

June 6, 2005

Subject

Restatement and Adoption of Franchise Collection Services Agreement with BFI Waste Systems of North America, Inc.

Recommendation

Staff recommends that the City Council introduce the attached ordinance approving adoption of the amended and restated Franchise Agreement for Solid Waste, Recyclable Materials and Plant Materials Collection Services between the City of Redwood City and BFI Waste Systems of North America, extending the Agreement by four years until December 31, 2010.

Background

The City of Redwood City is a member of the South Bayside Waste Management Authority (SBWMA), which is comprised of 12 jurisdictions: Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, unincorporated San Mateo County, and the West Bay Sanitary District. Along with all member agencies of the SBWMA, the City entered into the Franchise Agreement for Solid Waste, Recyclable Materials and Plant Materials Collection Services (Collection Agreement - copy available in the City Clerk's Office) with BFI Waste Systems of North America, Inc. effective March 1, 2000, with an initial term of seven years (terminating December 31, 2006). Member agencies have since approved amendments for commercial plant material collection, the commercial organics (food waste) collection, and eliminating the two citywide annual large item collections in favor of two on-call large item collections for each subscriber.

The Collection Agreement provides for an automatic three-year extension of its term based on BFI's performance related to recycling, liquidated damages, delinquent payments, criminal behavior, customer satisfaction, and the competitiveness of rates for service. The SBWMA conducted a Performance Hearing of BFI on November 10, 2004 (see attached Findings Report: BFI Performance Hearing Findings). The Hearing Board consisting of city managers from Menlo Park, San Carlos, and Foster City found that BFI achieved the above listed standards, except for the recycling of commercial waste and, in three jurisdictions, the competitiveness of rates. With regard to commercial recycling, BFI was able to achieve the tonnage standards established for years 2000 and 2001, but was not able to achieve the standards established for years 2002 and 2003. BFI did not achieve the rate competitiveness standards in Atherton, East Palo Alto, and Hillsborough. The SBWMA Board concluded that BFI substantially complied with five of the six requirements for extension of the Franchise Collection Services Agreement.

While the Collection Agreement is a contract between each member agency and BFI (and must be approved by each jurisdiction's governing body), the SBWMA itself enters into two

separate agreements with BFI: an Operating Agreement (for the recycling and transfer station) and a Solid Waste Disposal Agreement (for the landfill).

Although the Council approved the original Collection Agreement with BFI in November 1999, a final document was not executed by both parties and we are uncertain as to the exact version that was approved. To resolve this uncertainty, staff recommends that the Council adopt a restated version of the original Collection Agreement that contains amendments approved by the Council subsequent to the Collection Agreement's initial presentation to Council. Moreover, there have been modifications to model agreements and amendments prepared by SBWMA counsel that may not always have reflected the agreed upon business terms. These modifications, which are listed below, have been corrected in the amended and restated agreement.

- The commercial plant recycling program requires a two cubic minimum for collection;
- BFI is required to conduct a route audit every other year to help assure that customers are being charged the correct amount for their garbage service; and,
- BFI is providing two on-call extra collections for large items each year rather than the two citywide cleanups that took place before 2000.

Analysis

During negotiations after the Performance Hearing, BFI stated that they met the majority of the performance criteria required for automatic three-year extensions of the Franchise Collection Services Agreements with the jurisdictions. They claimed that the economic downturn (an event over which they had no control) made achievement of the higher recycling tonnage goals impossible. Regarding the rate competitiveness standard, they said that certain conditions in the cities with higher rates make collection services more expensive. SBWMA member agencies have the ability to waive BFI's non-performance of any standards, allowing for the automatic three-year extension of the Franchise Collection Services Agreement.

Member agencies also have the option to extend the term of the Collection Agreement beyond this initial extension for a period of one to seven years in increments of at least 12 months. The proposed would grant the initial three-year extension and one additional year, thereby extending the term to December 31, 2010. This would keep the Collection Agreement on the same termination date as the Operating Agreement for the Transfer Station/Recycling Facility. The SBWMA has voted unanimously to recommend this four-year extension of the Collection Agreement to all member agencies.

On April 5, 2005, the SBWMA voted 11-1 to enter into a new fifteen-year Solid Waste Disposal Agreement with BFI for use of Ox Mountain Landfill in exchange for a fee decrease of \$12.49 per ton off the then current rate of \$43.56 (retroactive to January 1, 2005) and a payment of \$11.6 million dollars to SBWMA over the first three years of the Agreement¹. On the same date, the SBWMA (by a 12-0 vote) also granted a four-year extension of the Transfer Station/Recycling Facility Operating Agreement with BFI, which will terminate on December 31, 2010. The Disposal and Operating Agreements, the

¹ The County of San Mateo voted no because the Disposal Agreement contains language that the County finds to be in conflict with the existing County-BFI agreement for the operation of the Ox Mountain landfill.

landfill disposal fee decrease, and the \$11.6 million payment are all dependent on the approval by each member agency of a four-year extension of their Franchise Collection Services Agreement.

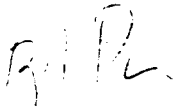
The balance of the members of the SBWMA entity has approved the extension of their Collection Agreements until December 31, 2010.

The SBWMA also voted 11-0-1 (the County abstained due to the County's "no" vote on the Disposal Agreement) to approve a resolution directing SBWMA staff to begin the work necessary to prepare a request for proposals (RFP) for solid waste and recycling collection services. The RFP will be issued so that the selected contractor can commence services on January 1, 2011.

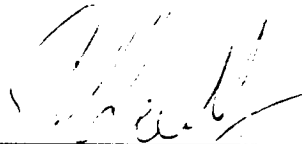
The SBWMA Board voted 10-2 at its April 28, 2005 meeting to allocate these funds back to each member in proportion to the total solid waste tonnage disposed of by each member entity at the transfer station in 2004. Redwood City's share of this amount will be \$2.4 million which will be paid over a three year period beginning March 2006. Staff will be consulting with the City Attorney and legal counsel from the SBWMA to understand the parameters within which these funds may be used and will present the Council with options for using these funds.

Budget Impact

The extension of the Franchise Collection Services Agreement does not impact the City's finances as BFI services are funded through solid waste collection fees paid by system subscribers. Customer rates might be reduced slightly over the next several years due to the decreased disposal rate at the landfill. The fifteen-year Disposal Agreement means long-term certainty and more control of disposal costs which account for about 35% of a typical residential garbage bill. The four-year extensions of the Franchise Collection Services Agreement and the Operating Agreement will allow time to competitively bid the agreements.



Brian Ponty
Director of Finance and Financial Planning



Edward Everett
City Manager

Attachment

Findings Report: BFI Performance Hearing Findings
Ordinance

6.4A-4

To: SBWMA Board and Member Agencies
From: Hearing Board Members
Date: January 12, 2005

Regarding: Performance Hearing Findings Report

Background

The South Bayside Waste Management Authority (SBWMA) is a joint powers authority formed in 1982 to assist its member agencies with cost effective solid waste management. Later it became the prime vehicle to support the members' program to meet state mandated waste reduction requirements (AB 939). AB 939 requires cities to meet and sustain a 50% waste reduction. The SBWMA member agencies are the Town of Atherton, City of Belmont, City of Burlingame, City of Foster City, Town of Hillsborough, City of East Palo Alto, City of Menlo Park, City of Redwood City, City of San Carlos, City of San Mateo, County of San Mateo and the West Bay Sanitary District. The SBWMA owns the Transfer Station, Recyclery and related buildings and property located at 225 and 333 Shoreway, San Carlos. The SBWMA has an Agreement with Browning Ferris Industries (BFI) for the operation of the Transfer Station and Recyclery (the "Operating Agreement") and each member agency has entered into a Franchise Agreement with BFI for Solid Waste, Recyclable Materials and Plant Materials Collection Services (the "Collection agreements"). These agreements are uniform (generally the same language for all members) and were negotiated by SBWMA as a service to its members.

Both the Operating and Collection agreements contain a provision allowing the SBWMA and/or each member agency to conduct a Performance Hearing. The purpose of the hearing is "to provide for a discussion and review of technological, economic, and regulatory changes in collection, waste reduction, recycling processing and disposal to achieve a continuing, advanced solid waste collection, waste reduction and diversion system; and, to ensure services are being provided with adequate quality, effectiveness and economy."

Performance Hearing

The SBWMA established a Hearing Board and conducted a Performance Hearing of BFI's compliance with all agreements. The Hearing was held on November 10, 2004. The purpose of the Hearing was to evaluate BFI's performance on the provision of services in each respective agreement generally and specifically its diversion/waste reduction results as applied to each member agency during the last four years. The Hearing Board received both written and oral testimony from SBWMA staff, SBWMA consultants and BFI staff. The purpose of this report is to communicate to the SBWMA Board and member agencies the Hearing Board's findings.

The Hearing Board members were Michael Garvey, SBWMA Chair and San Carlos City Manager; David Boesch, Menlo Park City Manager; and James Hardy, Foster City City Manager. The Performance Hearing was attended by SBWMA staff/consultants, BFI management, SBWMA Board representatives and members of the public.

Prior to the hearing, SBWMA staff prepared a report entitled "BFI Performance Hearing Report", dated November 5, 2004 (copy attached as "Attachement A"). BFI also prepared a

report entitled "Report for South Bayside Waste Management Authority Performance Hearing, BFI of San Mateo County", dated November 3, 2004 (copy attached as "Attachment B"). Both of these documents were distributed to the Hearing Board members, SBWMA staff, BFI staff and the public prior to the hearing. SBWMA staff presented their findings at the Hearing, and after each presentation, BFI was given an opportunity to comment. Public comment also was solicited after each presentation.

Hearing Board's Findings:

Operating Agreement:

1. Diversion Requirement – *This requirement was met.*
Basis for finding:
 - a) BFI was required to divert at least 20,874 tons per year from the Transfer Station.
 - b) BFI's diversion programs were very successful and exceeded the Transfer Station diversion requirement.

2. Liquidated Damages - *This requirement was met.*
Basis for finding:
 - a) The agreement contained provisions for the assessment of liquidated damages.
 - b) BFI was not assessed liquidated damages and met the objective criteria of not having been assessed in any single year, liquidated damages in excess of 0.5% of any year's revenue requirement.

3. Timeliness of Payments - *This requirement was met.*
Basis for finding:
 - a) BFI was timely on their payment of fees to the SBWMA.

4. BFI Officials not being guilty of felony or civil penalty – *This requirement was met.*
Basis for finding:
 - a) BFI met their basic contractual obligation with regards to the non-criminal behavior of its officials.

5. Customer Satisfaction - *This requirement was met.*
Basis for finding:
 - a) The agreement requires BFI to be rated above 80% customer satisfaction.
 - b) BFI achieved the customer satisfaction requirement based on the customer satisfaction survey conducted for the SBWMA.

6. Rate Comparability – *This requirement was met.*
Basis for finding:
 - a) The rates shall fall within the 75th percentile of all rates in the San Francisco Bay Area for similar services (adjusted for differences in landfill disposal rates, government fees, programs, etc.) as determined through a survey of rates conducted by the SBWMA.
 - b) The SBWMA conducted a survey of garbage rates in the Bay Area. Based on that survey, BFI's rates fall within the 75th percentile of all rates in the Bay Area.

Other – Overall Compliance with Maintenance and Operation of Facilities

- a) BFI maintained and operated the facilities reasonably well, based on monthly inspections by the SBWMA consultant. Areas in need of further improvement include:
- Traffic flow. BFI has expanded their hours of operation in an attempt to address the traffic cueing on Shoreway. Further improvement is needed given the limited space and increased diversion activity within the Transfer Station.
 - Accuracy at the scale house. BFI's under-collected revenue in 2002 and 2003 for self haul loads into the Transfer Station. This under-collection resulted in \$1 million unbilled revenue for SBWMA in 2002 and 2003. BFI has agreed to a settlement to compensate the SBWMA and has implemented measurement procedures for incoming loads. This area needs continued oversight by the SBWMA.
 - Past Facilities Managers' attention has been diverted to other projects and resulted in deferred maintenance at the facilities. The Facilities Manager's time needs to be focused on maintaining the facilities and equipment and not distracted with other tasks.

Collection Agreement:

1. Diversion Requirement – *This requirement was not met.*

Basis for finding:

- a) BFI achieved the commercial diversion requirement in 2000 and 2001 and failed to achieve the commercial diversion requirement in 2002 and 2003. The commercial diversion requirement for each year and BFI's actual performance are outlined as follows:

	2000	2001	2002	2003*
Goal	23,205	30,030	38,025	38,025
Achieved	24,382	30,295	29,359	31,504

* the 2002 goals remain in effect until new goals are established

- b) There are ongoing concerns regarding BFI's current management of the commercial recycling program.
- c) BFI lacks an effective management strategy to provide focused outreach to large commercial accounts and to effectively manage their staff resources. SBWMA commits funding to BFI for the largest commercial outreach staff in the Bay Area.
- d) At the hearing it was noted that the current BFI management team had not met the commercial diversion goals for 2003 and are not on target to meet the 2004 goal.
- e) The SBWMA commissioned an outside consultant, Brown Vence and Associates, to evaluate BFI's commercial recycling performance. The resulting report listed several recommendations for improvement to the commercial recycling program. BFI and the SBWMA have prepared an Action Plan to track BFI's progress on implementing these recommendations.
- f) The SBWMA formed a Commercial Task Force that recommended several action items in 2002 for BFI to improve recycling (e.g. get performance goals in place, train outreach staff, and target the largest accounts). BFI did not implement many of these recommendations until mid-2004.

2. Liquidated Damages – *This requirement was met.*
Basis for finding:
 - a) The agreement contained provisions for the assessment of liquidated damages for failure to perform.
 - b) BFI was assessed liquidated damages for failure to meet the diversion requirement in 2002 and 2003. The amount of assessed liquidated damages did not exceed the objective criteria of 0.5% of any year's revenue requirement.
3. Timeliness of Payments - *This requirement was met.*
Basis for finding:
 - a) Based on a survey of jurisdictions, BFI has met the requirement of timely payments.
4. BFI Officials not being guilty of felony or civil penalty - *This requirement was met.*
Basis for finding:
 - a) BFI met its basic contractual obligations with regards to the non-criminal behavior of its officials.
5. Customer Satisfaction - *This requirement was met.*
Basis for finding:
 - a) The agreement requires BFI to be rated above 80% customer satisfaction.
 - b) The SBWMA hired an independent firm to conduct a customer satisfaction survey of residential and commercial customers within the service area. From that survey, BFI received an 86% satisfaction rating from residents (4.5% maximum sample margin, statistic ranges from 82%-91%) and a 76% satisfaction rating from commercial customers (6.4% maximum sample margin, statistic ranges from 70%-83%). Based on the statistically valid sampling margin, BFI appeared to have met the minimum standards outlined in the Collection Agreement.
 - c) The SBWMA expressed concern with BFI's customer service and commissioned a study in 2003 to evaluate BFI and provide recommendations to improve its performance. Several of the recommendations from the study still have not been implemented. SBWMA continues to monitor these service problems as BFI works to improve customer service.
6. Rate Comparability - *This requirement was met for nine of the twelve jurisdictions.*
Basis for finding:
 - a) The rates shall fall within the 75th percentile of all rates in the San Francisco Bay Area for similar services (adjusted for differences in landfill disposal rates, government fees, programs, etc.) as determined through a survey of rates conducted by the SBWMA.
 - b) The SBWMA conducted a survey of garbage rates in the Bay Area. Based on that survey, BFI's rates fall within the 75th percentile established by the Collection agreements, *except* for the cities of Atherton, East Palo Alto and Hillsborough. Each of these jurisdictions appear to have rates that are in excess of the revenue requirement and if adjusted, may fall within the 75th percentile.

Other - Disposal

- Staff noted the ongoing negotiations regarding BFI providing a reduced tip fee to another county provider and BFI not bringing this issue forward to the SBWMA at the time that reduction was extended. SBWMA and BFI are negotiating this issue.

BFI Comments at the Hearing:

BFI did not refute the observations of SBWMA staff, and concurred with many of Staff's comments. BFI also indicated its concurrence with the BVA report and noted its implementation of the recommended changes. BFI mentioned ideas for improvements that might be implemented to increase diversion (single stream collection), efficient collection of materials (automated collection), and improvements to customer service (improvements to the phone system and web site) and indicated its commitment to meet SBWMA's and member agencies' expectations.

Conclusions:

- A. The Hearing Board concludes that BFI has met, or has substantially complied with all requirements of the Operating Agreement.
- B. The Hearing Board concludes that BFI has met, or has substantially complied with five of the six requirements of the Collection Agreements. It has not met the commercial diversion standard.
 1. BFI's failure to achieve the commercial diversion goals results from a failure of BFI management to effectively manage resources provided by the SBWMA. For example, BFI management did not set performance goals for their six outreach staff until mid-2004, though SBWMA recommended it do so for over a year and a half.
 2. BFI management failed to effectively manage staff resources to concentrate effort on the largest commercial accounts until mid-2004.
 3. BFI needs to dramatically improve commercial recycling.
 4. BFI needs to evaluate the management of the commercial recycling program to ensure that BFI significantly increases recycling tonnage for SBWMA members. The current commercial diversion rate of 16% is too low and needs to improve to assist all members to meet and sustain AB 939 mandates.

Areas for future improvements:

1. Customer Service: Although BFI met the commercial customer satisfaction criteria established in the Collection Agreement, it barely achieved the minimum criteria. BFI's marginal performance in this area results at least from some customers' dissatisfaction with customer service operation and particularly with the phone system. The fact that the problem with the phone system was identified more than two years ago and is not yet resolved is a clear example of BFI management's failure to effectively resolve these matters. In addition to the phone system, BFI needs to improve its delivery of services, specifically related to bin delivery and missed pickups. The results of the Customer Satisfaction Survey indicate that BFI has room for improvement in providing quality

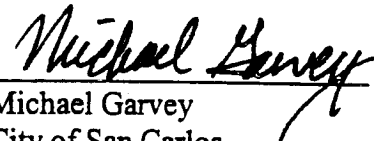
service to commercial customers. BFI needs to show results of consistent, improved customer service to SBWMA.

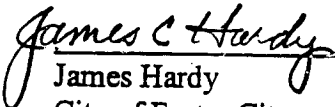
2. Improve Communications: BFI needs to improve communications with SBWMA and needs to provide complete proposals and other data requests on a timely fashion.
3. Cost Savings: BFI needs to show results of costs savings for operational efficiencies for the residential and commercial routes.
4. Diversion Programs: BFI needs to be proactive in introducing and/or modifying diversion programs to increase recycling and improving cost efficiencies.

Recommendation:

The Hearing Board recommends that the SBWMA Board consider this report and forward this report with their comments to each SBWMA agency.


David Boesch
City of Menlo Park


Michael Garvey
City of San Carlos


James Hardy
City of Foster City

6.4A-10

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING THE AMENDED AND RESTATED FRANCHISE AGREEMENT BETWEEN THE CITY OF REDWOOD CITY AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC. ("BFI") FOR SOLID WASTE, RECYCLABLE MATERIALS, COMMERCIAL ORGANIC MATERIALS, AND PLANT MATERIALS COLLECTION SERVICES

WHEREAS, the Legislature of the State of California, by enactment of the Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdiction; and

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from land filling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible state agency, and all local agencies, to promote landfill diversion and to maximize the use of feasible waste reduction, Recycling and composting options in order to reduce the amount of Solid Waste that must be disposed of in landfills; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that a franchise agreement be awarded to a qualified contractor for the Collection of Solid Waste, Recyclable Materials, and Plant Materials, and other services related to meeting the diversion goals, and other requirements of the California Act; and

WHEREAS, the Agreement (Original Agreement) dated September 9, 1999 approved by the City Council November 8, 1999, effective March 1, 2000; will expire December 31, 2006; and

WHEREAS, on June 12, 2000, the City Council adopted by Ordinance No. 2192 the First Supplemental Agreement to the Agreement (the "First Amendment") to expand the collection of plant materials to include service to non-residential properties; and

WHEREAS, on June 26, 2000, the City Council directed the City's South Bayside Waste Management Authority (SBWMA) Board Representative to vote to request BFI to provide changes in solid waste and recycling collection to same day residential recycling and solid waste collection in conjunction with changing Spring and Fall clean-ups to two on-call clean-ups annually, effective February 2001; and

WHEREAS, on April 26, 2004, the City Council adopted by Ordinance No. 2261 an amendment to the Agreement (the "Second Amendment") to allow BFI to implement a program to diverted commercial organic material from landfill disposal; and

WHEREAS, the City desires to make minor clarification changes to the Original Agreement; and

WHEREAS, the City declares its intention of maintaining reasonable rates and quality service related to the Collection of Solid Waste, Recyclable Materials, Commercial Organic Materials and Plant Materials, and other services; and

WHEREAS, the BFI has submitted a plan to provide significant Solid Waste, Recyclable Materials, Commercial Organic Materials, and Plant Materials programs at reasonable costs to the SBWMA and its Member Agencies and the City has elected to enter into this Agreement based on the advantages of that plan; and

WHEREAS, BFI agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste collected in the City Service Area and City is not instructing BFI how to collect, process and dispose of Solid Waste, Recyclable Materials, Commercial Organic Materials and Plant Materials; and

WHEREAS, City and BFI desire to leave no doubts as to their respective roles, and that by entering into this Agreement, City is not thereby becoming a "generator" or "arranger" as those terms are used in CERCLA 107 (a)(3), and that it is BFI, not City, which is "arranging for" the Collection, transportation and Disposal at the designated Transfer Station or Disposal Site of Solid Waste; and,

WHEREAS, City and BFI acknowledge separate agreements between BFI and SBWMA for the (1) purchase of the Transfer Station Facility; (2) transfer and processing; and (3) landfill Disposal of Solid Waste generated in City and these agreements shall govern the transfer, processing and Disposal of Solid Waste; and

WHEREAS, City and BFI (Parties) hereto desire to enter said Agreement, and BFI acknowledges that the City may delegate to the SBWMA any and all aspects of the administration of this Agreement with the specific exception of setting rates for the City; and

WHEREAS, City has selected BFI based on its knowledge and experience in servicing the City and its plans for the implementation of specific programs to meet City's diversion goals; and

WHEREAS, this Agreement has been developed by and is satisfactory to the parties; and

WHEREAS, the parties contemplated that the Original Agreement should be extended from December 31, 2006 to December 31, 2009, conditioned on the City's affirmative evaluation of the BFI's performance in following certain areas:

- A. City has not assessed BFI, in any single year, liquidated damages in excess of 0.5% of any year's revenue requirement as established in accordance with Article 6 of the Agreement; and
- B. BFI has not been delinquent by more than thirty (30) days in any payment to City; and
- C. BFI has not had officials, with supervisory, management, or administrative responsibility for the performance of services performed under this Agreement, found guilty of a felony or liable for a civil penalty in excess of \$25,000 related to their duties under this Agreement or any agreement with a municipal agency in the State of California; and
- D. BFI has implemented the diversion programs specified in this Agreement and those developed in accordance with Section 2.09, in accordance with the schedule established between the City and BFI; and
- E. Although BFI has not achieved the diversion program guarantees described in the Agreement, the City has agreed to waive BFI's failure to perform to the standard established in the Agreement; and
- F. BFI has been rated above 80% satisfaction by respondents to a customer satisfaction survey conducted by the SBWMA and agreed to as to form by BFI; and
- G. BFI's rates fall within the 75th percentile of all rates in the San Francisco Bay Area for similar services (adjusted for differences in landfill disposal rates, government fees, programs, etc.) as determined through a survey of rates conducted by the SBWMA.; and
- H. The City has found that BFI's Performance has been reviewed and determined to be satisfactory; and

WHEREAS, the Original Agreement contemplated that the City may wish to extend the term of the Agreement beyond the December 31, 2009 termination date of the initial contract extension, for a period of one to seven years in increments of at least 12 months; and

WHEREAS, the City wishes to extend the Original Agreement for one additional year to December 30, 2010; and

WHEREAS, the City has determined that the benefits offered by the BFI in exchange for granting its request are in the best interest of the City and its residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY THAT:

Section 1. That the Amended and Restated Franchise Agreement between the City of Redwood City and BFI Waste Systems of North America, Inc. for Solid Waste, Recyclable Materials, Commercial Organic Materials, and Plant Materials Collection Services, a copy of which is on file in the office of the City Clerk, is hereby approved, and the City Manager and City Clerk are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of the City of Redwood City.

Section 2. This ordinance shall be effective thirty (30) days from the date of its adoption.

* * *