

# KOOTENAI COUNTY TRANSFER STATION RECYCLABLES PROCESSING AGREEMENT

This Agreement, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d'Alene, ID 83816-9000 (hereinafter referred to as "COUNTY") and WASTE MANAGEMENT OF IDAHO, INC., whose address is 4875 N. Manufacturing Way, Coeur d'Alene, ID 83815, (hereinafter referred to as "RECYCLER"). Each of the "COUNTY" and "RECYCLER" may be referred to as a "Party" or, collectively, the "Parties".

WHEREAS, COUNTY maintains and operates a solid waste disposal system in and for Kootenai County, Idaho, pursuant to Title 31, Chapter 44, Idaho and the Kootenai County Solid Waste Ordinance; and,

WHEREAS, COUNTY aims to reduce its dependence on landfills and encourages, but does not mandate, residential recycling; and

WHEREAS, RECYCLER, doing business as Bluebird Recycling, owns and operates a recyclables processing facility at 4875 N. Manufacturing Way, Coeur d'Alene, Idaho 83815 (the "Recycling Facility"); and

WHEREAS, the Kootenai County Board of County Commissioners has agreed that, pursuant to the terms of this Agreement, the COUNTY shall pay the fee RECYCLER charges for the receiving, processing and marketing of recyclables collected and hauled from the County's Transfer Stations offset by shared revenue therefor;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AND COVENANTED AS FOLLOWS:

## **Section 1 Contract Documents**

1.1 COUNTY and RECYCLER shall furnish the services described herein in the Contract Documents for the project. The Contract Documents consist of:

1.1.1 This Agreement signed by COUNTY and RECYCLER; and

1.1.2 The Bid Submittal Form, attached hereto as Exhibit "A" and incorporated herein by reference, which sets forth the commodities pricing. In the event a specified index stops reporting/pricing a commodity, the parties agree to find and negotiate an acceptable replacement; and

- 1.1.3 The Duties and Obligations Form, attached hereto as Exhibit "B" and incorporated herein by reference.

## **Section 2**

### **Scope of Work and General Provisions**

- 2.1 SCOPE OF WORK: RECYCLER shall receive and prepare recyclable materials as required to market the same to an end user pursuant to the Duties and Obligations set forth in Exhibit "B", at the monthly price as calculated pursuant to Exhibit "A". "Recyclable Materials" are further defined at paragraph 2.2.
- 2.2 RECYCLABLE MATERIALS: Materials collected by the COUNTY at recycling facilities, including but not limited to the Transfer Stations located at Prairie Avenue and Ramsey Road in Kootenai County, and delivered to RECYCLER to be processed and marketed to be made into new products. Recyclable materials must meet Institute of Scrap Recycling Industries, Inc. (ISRI) specifications for each source separate commodity. Following is a description of each "Recyclable Material" included in this Agreement:
- 2.2.1 Aluminum Cans (UBC): shall consist of aluminum beverage cans emptied of contents and free of foreign materials. Occasional and minimal seasonal moisture is acceptable. Used Beverage Containers (UBC) may be flattened or unflattened. UBC will be delivered separate from other materials.
- 2.2.2 Old Corrugated Cardboard (OCC): shall consist of clean, corrugated paper boxes, flattened or unflattened. Food contaminated containers, waxed boxes; non-corrugated paperboard boxes (like cereal boxes, shoeboxes, and beverage boxes) are not acceptable. Old Corrugated Cardboard (OCC) will be delivered separate from other materials.
- 2.2.3 Mixed Paper: shall consist of a combination of cereal boxes and other paperboard boxes, computer paper, office paper, paperback books, Junk mail, catalogs, pamphlets and brochures, and all other clean and dry paper. Food contaminated containers, waxed boxes, and non-paper items are not acceptable. Mixed Paper will be delivered separate from other materials.
- 2.2.4 Mixed Plastic Containers: shall consist of plastic containers made from #1 PET resin, #2 HDPE resin and #5 Polypropylene resin. Examples of these are milk jugs, plastic bottles for water, soda and liquor, plastic jars & tubs, plastic trays, plastic cups and plastic plant pots. Plastic pill bottles 4 ounces and over may be included. These containers will be free of dirt, food, liquid and other contamination. Mixed Plastic Containers will be delivered separate from other materials.

- 2.2.5 Old Newsprint (ONP): shall consist of newspapers including inserts and colored sections. This material may also include magazines, telephone books and real estate multiple listing books. ONP shall contain no more than five-percent (5%) contamination by weight . Occasional and minimal seasonal moisture is acceptable. ONP will be delivered separate from other materials.

The Parties recognize that at some point it may be advantageous to add to or delete from the list of Recyclable Materials, including the possibility of providing co-mingled materials recycling on an ongoing or as-needed basis. Changes to the list of Recyclable Materials shall be made by execution of a written amendment to this Agreement reflecting said changes.

- 2.3 CONTAMINATION: If, after the Recyclable Materials are unloaded, RECYCLER finds non-recyclable materials and/or prohibited materials as set forth in Exhibit "B," RECYCLER shall record the amounts and nature, if known, of contamination and forward this data to COUNTY with the monthly reporting. RECYCLER shall not charge COUNTY for the refusal and separation of non-recyclable and/or prohibited materials generated by the sorting of Recyclable Materials delivered to the RECYCLER by the COUNTY; such prohibited materials shall be returned to the Ramsey Road Transfer Station. COUNTY shall make reasonable efforts to promptly receive such non-recyclable and/or prohibited materials for disposal at the Ramsey Road Transfer Station.

Contaminated materials saleable as another grade of Recyclable Material may be downgraded, processed and sold as that grade at the sole option of the RECYCLER.

If hazardous waste, medical wastes, or toxic materials are discovered in any material delivered to RECYCLER, RECYCLER shall not take title to the contaminated material and shall immediately contact COUNTY, who shall be responsible for the prompt collection and proper disposal of said materials.

- 2.4 RESIDUE: RECYCLER shall receive, prepare and market Recyclable Materials pursuant to the duties and obligations set forth in Exhibit "B." Where residue is left after proper receipt and preparation of Recyclable Materials, RECYCLER shall not charge COUNTY for refusal and separation of such residue; such residue shall be returned to the Ramsey Transfer Station. COUNTY shall make reasonable efforts to promptly receive such residue for disposal at the Ramsey Transfer Station.
- 2.5 TERM OF CONTRACT: This Agreement shall commence on October 1, 2025, and end on September 30, 2030.

This Agreement is contingent upon the COUNTY receiving the necessary funding to cover the obligations of the COUNTY. In the event that such funding is not received or appropriated, the COUNTY's obligation under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to any other party.

- 2.6 TERMINATION: The parties may agree, due to existing circumstances of either party, that the achievement of the purpose of the Agreement is no longer possible. Either party may decide to terminate the Agreement upon sixty (60) days' written notice to all parties. Such a decision of termination shall be without prejudice to any other rights of the parties under the Agreement.
- 2.7 NO THIRD-PARTY BENEFICIARY: This Agreement is made solely for the benefit of the COUNTY and RECYCLER, their successors and assigns, and no other person shall have any right, benefit, or interest under or because of this Agreement.

### **Section 3 Contract Sum and Payment**

- 3.1 The Contract sum shall include all items and services necessary for the proper execution and completion of the services described herein.
- 3.2 COUNTY agrees to pay RECYCLER the price set forth in Exhibit "A," the Bid Submittal Form, per ton for receiving, processing, and marketing of Recyclable Materials. The cost per ton shall include the operation and maintenance of all equipment necessary to accomplish the receiving, processing, and marketing of Recyclable Materials, to include transportation to an end user. In the event of non-appropriation, this Agreement will automatically terminate on the last day of the then current fiscal year and COUNTY agrees to pay for services rendered up to date of termination.
- 3.3 The pricing index for each commodity shall be as set forth in Exhibit "A" hereto. When applicable, COUNTY shall receive an offset of the total monthly cost for the percentage of revenue generated by the Recyclable Materials delivered by COUNTY. I.e., COUNTY shall be charged a per ton fee for all recyclable materials delivered, minus the percentage of revenue shared for each commodity as set forth in Exhibit "A."
- 3.4 Invoices shall be submitted to the County monthly, pursuant to the Record Keeping provision of Exhibit "B."
- 3.5 COUNTY shall complete payment within thirty (30) days after receipt, review, and acceptance of invoice.

### **Section 4 Insurance**

- 4.1 RECYCLER agrees to obtain and keep in force during its acts under this Agreement a commercial general liability insurance policy in the minimum amount of \$1,000,000.00/bodily injury, \$1,000,000/property damage, \$1,000,000.00/personal injury, which shall name and protect RECYCLER, RECYCLER's officers, agents, and employees, and COUNTY, and COUNTY's officers, agents and employees as an additional insured, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of RECYCLER. If deemed necessary by RECYCLER, RECYCLER may opt to obtain and keep in force advertising injury insurance in the amount of \$1,000,000.

RECYCLER shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and shall require its insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

- 4.2 RECYCLER shall maintain in full force and effect worker's compensation insurance for RECYCLER and any agents, employees, and staff that RECYCLER may employ, and provide proof to COUNTY of such coverage.

## **Section 5**

### **Other Terms and Conditions**

- 5.1 RECYCLER shall be responsible for providing verification of lawful work status for all of its employees, and for all employees of all subcontractors.
- 5.2 RECYCLER, and RECYCLER's subcontractors, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. RECYCLER shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECYCLER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 5.3 RECYCLER, and RECYCLER's subcontractors, shall, in all solicitations or advertisements for employment placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.
- 5.4 INDEPENDENT CONTRACTOR: The parties agree that RECYCLER is an independent contractor of COUNTY and in no way an employee or agent of COUNTY, and is not entitled to worker's compensation or any benefit of employment with COUNTY. COUNTY shall have no control over performance of this Agreement by RECYCLER, or its officers, agents, or employees, except to specify the place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of RECYCLER's supplies or equipment. RECYCLER agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- 5.5 INDEMNIFICATION: RECYCLER agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property caused by the acts and/or any performances or activities of RECYCLER, and RECYCLER's agents, employees, or representatives under this Agreement. The extent of RECYCLER's liability under this Section shall not exceed the amount of RECYCLER's proportionate share of fault.

To the extent authorized by law, COUNTY agrees to hold harmless RECYCLER, and its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property caused by the acts and/or any performance or activities of COUNTY, and COUNTY'S agents, employees, or representatives under this Agreement.

- 5.6 FORCE MAJEURE: RECYCLER shall be excused from performance and shall not be liable for failure to perform under this Contract if RECYCLER's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, RECYCLER is unable wholly or partially to meet its obligations under this Contract, it shall give the COUNTY promptly written notice of the Force Majeure event, describing it in reasonable detail. The RECYCLER'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.
- 5.7 COMPLIANCE WITH LAWS: RECYCLER agrees to comply with all federal, state, city, and local laws, rules, and regulations.
- 5.8 ENTIRE AGREEMENT: This is the entire agreement of the parties and it may not be enlarged, altered, modified, or amended, except upon proper execution of a written agreement signed by all parties hereto.
- 5.9 SEVERABILITY: If any provision is held to be unenforceable, such provision is excluded without effect upon the remaining Agreement.
- 5.10 ASSIGNMENT: RECYCLER may not assign their rights (including the right to compensation) or duties arising hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld.
- 5.11 VENUE: This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.
- 5.12 ATTORNEY'S FEES: Reasonable attorney's fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement.
- 5.13 RECYCLER certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China pursuant to Idaho Code §67-2359. RECYCLER certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control pursuant to Idaho Code §67-2346.

- 5.14 NOTICE: For the purposes of this Agreement, including without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:

Kootenai County Board of County Commissioners  
451 Government Way  
PO Box 9000  
Coeur d'Alene, ID 83816-9000  
Phone: (208) 446-1600  
Fax: (208) 446-2178  
E-mail: kcbocc@kcgov.us

And

Kootenai County Solid Waste Department  
Attn: John Phillips, Director  
3650 Ramsey Road  
Coeur d'Alene, ID 83815  
Phone: (208) 446-1430  
Fax: (208) 446-1432  
E-mail: jphillips@kcgov.us

For RECYCLER:

Waste Management of Idaho, Inc.  
4875 N. Manufacturing Way  
Coeur d'Alene, ID 83815  
Phone: (715) 459-2023  
Fax: (715) 459-2023  
E-mail: jzillich@wm.com

And

Waste Management of Idaho, Inc.  
Attn: Legal Department  
720 4<sup>th</sup> Avenue, Suite 400  
Kirkland, WA 98033  
E-mail: alewis6@wm.com

- 5.15 REPRESENTATION ON AUTHORITY OF SIGNATORIES: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

DATED this \_\_\_\_\_ day of August, 2025.

KOOTENAI COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

JENNIFER LOCKE, CLERK

DATED this 31st day of August, 2025.

WASTE MANAGEMENT OF IDAHO, INC.

By Jason S. Rose  
Jason S. Rose, President



Exh. A

# 4 | Bid Submittal Form

Provide pricing for the Scope of Work listed above.

Bid Submittal Form

**Bidder's Name/ Agent:** Waste Management of Idaho, Inc.  
**Address:** 4875 N Manufacturing Way  
**Telephone and Fax:** 715-459-2023  
**Email Address:** jzillich@wm.com

- Documents to be Provided as Part of Bid:
- 1. General History and Overview of Company, including:
    - a. Description of Approach and Plan
    - b. Skills
    - c. Company view on Residual Waste
    - d. Distance to Ramsey Transfer Station, 3650 Ramsey Rd, Coeur d'Alene, Idaho
  - 2. Contingency Plan
  - 3. Proof of Insurance
  - 4. Material to be Accepted and How Materials will be Processed

| Commodity             | Per Ton Processing Fee | Index Basis                                   | Revenue Share Percent |
|-----------------------|------------------------|-----------------------------------------------|-----------------------|
| Aluminum Cans         | \$59.50                | Secondary Materials Pricing (SMP) UBC Baled   | 90%                   |
| Cardboard             | \$33.40                | Secondary Materials Pricing (SMP) Fiber PS 11 | 90%                   |
| Mixed Paper           | \$70.60                | Secondary Materials Pricing (SMP) PS 54       | 60%                   |
| Mixed Plastics        | \$70.60                | Secondary Materials Pricing (SMP) Plastics    | 70%                   |
| Newspaper             | \$33.40                | Secondary Materials Pricing (SMP) PS 56       | 90%                   |
| Co-mingled Materials* | \$136.88               | Secondary Materials Pricing (SMP)             | 60%                   |

\*Co-mingled materials consist of mixed paper, cardboard and aluminum cans only. Kootenai County seeks bids for co-mingled materials, but makes no guarantee that it will offer co-mingled materials recycling during the term of this Agreement.

List of documents provided by Bidder as Part of Bid: Proposal Response that includes: WM History and Overview, Scope of Work, Experience, Bid Submittal Form, Insurance, Methodology, and Recycling Specifications

Jeff Zillich  
Signature of Bidder  
Title: Area Senior MRF Manager

06/04/2025  
Date



**Exhibit "B"**  
**Duties and Obligations**  
**Transfer Station Recyclables Processing Agreement**

RECYCLER shall provide a certified, State-inspected scale at their delivery point to weigh recyclable materials delivered by the COUNTY. The RECYCLER shall provide a clean, easily accessible area for unloading recyclables; said area shall be safe and hazard free, i.e. snow and ice removal by RECYCLER has occurred.

RECYCLER shall appoint a contact person or persons who shall be available for communications with the COUNTY during regular hours of operation, and shall inform the COUNTY of such contact information, keeping COUNTY apprised of any changes in contact personnel information.

RECYCLER shall provide service in a manner, which is convenient, safe, and free of nuisance. RECYCLER shall not limit or hinder the ability of the hauler to deliver material to the RECYCLER's facility. In case of mechanical breakdown or other exceptional factors, the RECYCLER may request in advance that the COUNTY delay deliveries of any recyclable materials, and COUNTY shall not unreasonably deny such request.

**HOURS OF OPERATION**

RECYCLER will be open to receive recyclable materials five (5) days a week (Monday through Friday) between the hours of 8:30 a.m. and 4:00 p.m., except for holidays. The COUNTY observes the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Saturday hours are subject to change upon mutual agreement of the parties.

**RECEIVING OF RECYCLABLE MATERIALS**

The recyclable materials will be collected by the COUNTY and hauled to the RECYCLER by the COUNTY. The trucks making deliveries will weigh in on RECYCLER's certified scale, resulting in the recording of the gross weight, and deposit the recyclable materials in the designated tipping area. The trucks will then reweigh for a tare weight resulting in a record of the weight of the delivered material. RECYCLER shall provide COUNTY with a printed weight ticket for each load delivered. The COUNTY may use their own certified scales to verify RECYCLER's weights; if a discrepancy is found, the COUNTY and RECYCLER will work to come to a reasonable solution. Title to recycling materials shall pass to RECYCLER upon delivery by the COUNTY, provided, however, at no time will RECYCLER take title to excluded materials or loads rejected as outlined herein.

The RECYCLER shall not limit COUNTY delivery of recyclable materials during the scheduled hours of operation to ensure no overflow or hindered public access to COUNTY collection sites results. Delivery of recyclable materials prior to the hours of operation may be requested by COUNTY, which request shall not be unreasonably denied by RECYCLER. In the event of delivery not during RECYCLER's hours of operation, COUNTY will supply RECYCLER with stamped scale tickets from the COUNTY scales.

RECYCLER will cooperate with COUNTY to monitor, manage, and minimize unproductive waiting time by COUNTY's hauler when delivering recyclable materials.

## **REFUSED LOADS**

RECYCLER shall not refuse any load delivered by the COUNTY agent under the conditions set forth in this contract. If RECYCLER is unable to accept a scheduled load from the COUNTY, and the COUNTY is unable to grant a request to delay delivery, the COUNTY may opt to deliver the load of recyclable materials to the next nearest processing facility. RECYCLER shall then reimburse the COUNTY for the delivery of the materials to the next nearest recycling facility at \$4.09 per mile. Non-recyclable materials, prohibited materials, and residue shall not be deemed a "refused load," and shall be returned to the Ramsey Road Transfer Station pursuant to the Agreement.

## **RECORD KEEPING**

On or before the 15<sup>th</sup> of each month, RECYCLER shall submit reports to the COUNTY of the previous month's material volumes, pricing of each commodity, and payment check and/or invoice. The reports shall be prepared from RECYCLER's scale system in the form of an excel spreadsheet and shall include weights of all materials delivered by the COUNTY and any prohibitive contaminants that result in any weight deductions. Information on all deliveries including gross, tare and net weights shall be made available to the COUNTY.

For material pricing, a record of pricing shall be maintained on file by RECYCLER for a period of not less than five (5) years. For materials that are priced according to a published index, a copy of the publication shall be made available to COUNTY immediately upon request and the prices calculated shall conform to the terms of the Agreement. For materials that are priced based on the average selling price that RECYCLER receives at their plant, the record shall indicate that average selling price and the corresponding price formula calculations. This information shall be subject to verification at the COUNTY's request. By mutual agreement between RECYCLER and COUNTY, for ease of transmission and accuracy, requested reports may be emailed.

## **DISCLOSURE OF OPERATIONS AND REPORTS**

RECYCLER shall provide all information and reports required by this Agreement or by reasonable request pursuant hereto, shall permit COUNTY access to its records and other sources of information, and shall provide an opportunity for inspection of operations, equipment and personnel as may be necessary to ascertain compliance with this Agreement. Recycler shall not engage in a contractual relationship with a third party such that information necessary for the COUNTY to evaluate RECYCLER's performance become unavailable. All proprietary and confidential records, reports, and information of RECYCLER required to be made available or provided hereunder shall be maintained in confidence and shall not be disclosed except as required by any applicable state or federal law.