

"One UA Voice"

www.uatrash.org

May 2, 2008 - The City's Solid Waste Contract

Yesterday's "Recent News" had a common theme. Namely, that our old trash service included a host of perks of which most residents were not aware, and that are not provided for in the contract with the private firm.

The Agreement with the union that represented the city solid waste workers didn't have those provisions, either. The terms of the agreement focused on personnel policies rather than specific tasks that were to be undertaken during the course of a workday. In this respect, the **city workers "second miled" their responsibilities and catered to the specific needs** of the residents they served.

Contracts with outside vendors are a horse of a different color. The focus is on the specific tasks that will be accomplished in return for monetary compensation. A tremendous amount of time and thought needs to go into constructing the terms of a contract, because once it's in place, if exceptional situations do pop up, one of three things will need to take place. The first option is to **revise the contract** to incorporate those exceptions. The second option is to **hope that the contractor will respond "appropriately"** because it doesn't want to lose the business. The third option is to have **city employees perform the work** themselves. If the contract needs to be revised to incorporate a larger scope of work, the contractor is owed more money. If city personnel are performing unanticipated tasks because they were not included in the contract, then the city's internal costs go up. Either way, the **financial savings will not materialize** as planned, and resident taxpayers will end up paying the price.

I have poured over the contract, and there are a host of stipulations missing that would have been necessary to maintain our old level of service and to insure adequate oversight by the city. In addition, the stipulated financial penalties require constant real-time monitoring of the contractor's performance, and are not inclusive of all possible objectionable actions. Even to a layperson such as myself, it is clear that the contract was drawn up in haste; its form looks like a patchwork quilt, with new material cut-and-pasted with sections of the original bid document and the contractor's boiler plate attachments.

The lessons?

1. "Privatizing" is NOT a no-brainer way to get rid of the problems inherent in a municipality's system. Fixating on outsourcing without an understanding of the true scope of work only **causes problems once the contract takes effect**.
2. Once the contract has been signed, the **municipality loses much of its leverage**. Pre-award promises by the contractor are unenforceable unless they are incorporated into the contract.
3. In executing a contract, the municipality is acting in its residents' behalf. This stewardship is serious business, as **residents are subject to contract terms which they had no voice in formulating**. They must live with decisions that they, themselves, did not make.

I just hope I don't break my leg.

© 2008 www.uatrash.org