

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, March 31, 2022 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by completing a [council comment form](#) or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please complete the [council comment form](#) no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council

City Council meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/Written PUBLIC COMMENT

CITY MANAGER REPORT

Item 1. PARKS, RECREATION & SENIOR SERVICES UPDATE

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

[Approval of Vouchers](#)

Motion is to approve for payment vouchers through March 18, 2022 and payroll transfers through March 18, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	664-744	\$1,137,009.48
Electronic Wire Transfer	#	1917-1919	\$ 133,802.13
Electronic Wire Transfer	#	1921-1941	\$2,316,157.81
Accounts Payable Checks	#	163725-163796	\$ 385,614.75
Payroll Checks	#	19469-19470	\$ 2,169.23
Direct Deposit	#	799-952	\$ 398,970.33

Total Checks for wires for A/P and Payroll \$4,373,723.56

Item 2. SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

[Sexual Assault Awareness Month](#)

Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.

Item 3. PUBLIC DEFENDER CONTRACT AMENDMENT

[Public Defense Services Contract Amendment](#)

Motion is to approve the contract amendment with Stewart MacNichols Harmell, to address the impacts of the Police Body Worn Camera program, and authorize the City Manager to sign the Amendment substantially in the form as submitted.

Item 4. ARTERIAL STREET PAVEMENT PRESERVATION (REDONDO OVERLAY PROJECT) PERMANENT SIDEWALK EASEMENT

[Arterial Street Pavement Preservation \(Redondo Overlay Project\) Permanent Sidewalk Easement](#)

Motion is to approve the Permanent Sidewalk Easement for King County Tax Parcel ID 720360-1766, and to further authorize the City Manager to sign said easement substantially in the form as submitted.

NEW BUSINESS

ITEM 1:

LIMITS ON MULTI-DAY PARKING ON PUBLIC STREETS WITHIN
THE CITY OF DES MOINES

Staff Presentation: Assistant City Attorney Matt Hutchins

[Limits on multi-day parking on public streets within the City of Des Moines](#)

ITEM 2:

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION - 10
Minutes

PUBLIC HEARING/CONTINUED PUBLIC HEARING

ITEM 1:

2024 RECOLOGY KING COUNTY COMPREHENSIVE GARBAGE,
RECYCLABLES AND COMPOSTABLES COLLECTION SERVICES
CONTRACT

Staff Presentation: Principal Planner Laura Techico

[2024 Recology King County Comprehensive Garbage, Recyclables and Compostables Collection Services Contract](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

April 07, 2022 City Council Goal Setting Retreat

ADJOURNMENT

March 31, 2022

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **March 31, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through March 18, 2022 and payroll transfers through March 18, 2022 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Jeff Friend, Deputy Finance Director

		# From		# To	Amounts
Claims Vouchers:					
ACH/EFT Vendor Payments		664		744	1,137,009.48
Electronic Wire Transfer		1917		1919	133,802.13
Electronic Wire Transfer		1921		1941	2,316,157.81
Accounts Payable Checks		163725		163796	385,614.75
Total claims paid					3,972,584.17
Payroll Vouchers					
Payroll Checks	3/18/2022			19469	2,169.23
Direct Deposit				799	398,970.33
Total Paychecks/Direct Deposits paid					401,139.56
Total checks and wires for A/P & Payroll					4,373,723.73

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Sexual Assault Awareness Month
Proclamation

FOR AGENDA OF: March 31, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 24, 2022

ATTACHMENTS:

1. Proclamation

CLEARANCES:

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to show Council support and proclaim the month of April as Sexual Assault Awareness Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing April as Sexual Assault Awareness Month."

Background

Sexual Violence is a widespread problem that affects people of all genders, ages, races, religions, incomes, professions, ethnicities and sexual orientations.

Founded by the Pennsylvania Coalition against Rape in 2000, the National Sexual Violence Resource Center (NSVRC) develops and disseminates resources regarding all aspects of sexual violence prevention and intervention.

2022 marks the twenty-first anniversary of Sexual Assault Awareness Month, and the theme of this year's campaign is "Building Safe Online Spaces Together."



City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, Nationwide, 81% of women and 43% of men reported experiencing some form of sexual harassment and/or assault in their lifetime, and

WHEREAS, Rape is among the most underreported crimes for reasons that include victim's fear of being disbelieved or further traumatized within systems designed to support them. Additional barriers, such as language, immigration status, gender bias, and systemic racism further oppress and silence victims, and

WHEREAS, Individual and community impacts of sexual violence are rooted in and compounded by racial, gender, sexual orientation and other forms of oppression. Black, Indigenous and other people of color; people living in poverty; LGBTQ people; elders; people with disabilities and other people targeted by oppression are affected by sexual violence in significant and complex ways; and

WHEREAS, King County is home to many organizations that provide culturally- and linguistically-specific services for survivors from various racial, ethnic, faith, and cultural communities, survivors who are immigrants and refugees, survivors who are LGBTQ, and survivors with disabilities. These culturally-specific services are critical to effectively respond to the specific needs and barriers many survivors face; and

WHEREAS, Negative impacts of sexual violence trauma on women, men, children and youth include fear, concern for safety, symptoms of post-traumatic stress disorder, injury, and missed work or school; and

WHEREAS, Working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to harmful attitudes and behaviors that contribute to sexual assault; **NOW THEREFORE**

THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of April as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Des Moines, and encourages all citizens to join advocates and communities across the country in taking action to prevent sexual violence.

SIGNED this day 31st day of March, 2022

Matt Mahoney, Mayor

The Waterland City

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Defense Services Contract
Amendment

FOR AGENDA OF: March 31, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 24, 2022

ATTACHMENTS:

1. Amendment
2. Contract 2021-2023

CLEARANCES:

- Community Development
- Marina
- Parks, Recreation & Senior Services
- Public Works

CHIEF OPERATIONS OFFICER: _____

- Legal /s/ TG
- Finance [Signature]
- Court _____
- Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to amend the existing indigent criminal defense services agreement with the law firm Stewart MacNichols Harmell, Inc. P.S. to address the impacts of the Police Body Worn Camera program. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the contract amendment with Stewart MacNichols Harmell, to address the impacts of the Police Body Worn Camera program, and authorize the City Manager to sign the Amendment substantially in the form as submitted."

Background

In early 2021, the City selected the law firm of Stewart MacNichols Harmell, Inc. P.S. to provide criminal defense services. The police department Body Worn Camera program had not been approved at that time and was not contemplated in the contract.

Discussion

The existence of video evidence greatly impacts the amount of time spent on a case, both for prosecutors and defense attorneys. Both sides will be required at a minimum to watch every video at least once, and some cases may have more than one officer's video to review.

Initial estimates are that adding video evidence may increase time spent on each case by 20-25%. The proposed contract amendment would increase the contract price by 14%. This change in price will only be in effect between the date the Camera Program is operational and the end of the contract term, which is February of 2023. At that time the City can re-assess the impacts of the Program.

Alternatives

Not implement the Body Worn Camera Program (not recommended).

Financial Impact

The original contract called for a flat fee of \$350 per case. Increasing the flat fee to \$400 will result in an additional \$50 charge per case. The City averages roughly 25 new case appointments per month which means on average this amendment will result in an additional \$1,250 paid per month. The flat fee increase will not occur until the Body Worn Camera Program is operational.

Recommendation

Administration recommends that Council approve the proposed contract amendment with Stewart MacNichols Harmell, Inc. P.S.



CONTRACT AMENDMENT #1

CONTRACT FOR PUBLIC DEFENDER SERVICES WITH STEWART MACNICHOLS HARMEL, INC., P.S.


THIS AMENDMENT/ADDENDUM is entered into on this _____ day of March, 2022, pursuant to that certain Contract entered into on the 26th day of February, 2021, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **STEWART MACNICHOLS HARMEL, INC., P.S.**, (hereinafter "Public Defender"),

The parties herein agree that the existing Contract shall remain in full force and effect, except for the amendments/addendums set forth as follows:

l) **SECTION 2.1** is hereby amended to increase the base compensation per case assigned to the Public Defender from \$350 to \$400. The effective date of this increase will be the date the City formally notifies Public Defender that the City's Police Body Worn Camera Program is operational. This increased rate shall remain in effect through the end of the first term of this Contract which is February 28, 2023. Prior to any extensions, the parties will meet and discuss future base compensation rates.

Except as modified hereby, all other terms and conditions of the existing contract remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

<p>Stewart MacNichols Harmell:</p> <p>By: <u></u> <i>(signature)</i></p> <p>Print Name: <u>Jeff MacNichols</u> <u>Its Partner</u> <i>(Title)</i></p> <p>DATE: <u>3/4/2022</u></p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u> <u>Its City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____ City Attorney</p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>Jeff MacNichols:</p> <p>Stewart MacNichols Harmell</p> <p>655 West Smith St, Suite 210</p> <p>253-859-8840 (telephone) 253-859-2213 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>[Insert Name of City Rep. to Receive Notice] City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)</p>



STEWART MACNICHOLS HARMELL, INC., P.S.
ATTORNEYS AND COUNSELORS AT LAW

N. Scott Stewart, *Attorney at Law*
Jeffrey P. MacNichols, *Attorney at Law*
Kenneth B. Harmell, *Attorney at Law*

Jennifer Stewart, *Attorney at Law*
David Iannotti, *Attorney at Law*
Rob Jensen, *Attorney at Law*

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Kaitlin Pimentel, *Attorney at Law*
Jacob Zerby, *Attorney at Law*
Matt Zenner, *Attorney at Law*
Maxwell Boltinghouse, *Attorney at Law*

February 26, 2021

Mr. Tim George, City Attorney
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

RECEIVED

MAR 18 2021

**DES MOINES
LEGAL DEPARTMENT**

Re: Public Defense Contract

Dear Tim:

Attached is a signed original of the Public Defense contract. Let me know if there is any additional documents or information needed.

Please do not hesitate to contact me if you have any questions or concerns.

Best Regards,
STEWART MACNICHOLS HARMELL, INC., P.S.

/s/ Jeff MacNichols

Jeffrey P. MacNichols
Attorney at Law
macnichols@sbmhlaw.com

AGREEMENT FOR PUBLIC DEFENDER SERVICES
FOR DES MOINES MUNICIPAL COURT

WHEREAS, the City of Des Moines, Washington (hereinafter "City") provides public defense services pursuant to contract, and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur v. Mt. Vernon* (hereinafter "the Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth Amendment to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting systems, and

WHEREAS, the City requires this contract to be in compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Executive Order No. 14-005; now therefore,

In consideration of the mutual benefits to be derived and the promises contained herein, the **CITY OF DES MOINES**, Washington, a municipal corporation ("City") and Stewart MacNichols Harmell, Inc. P.S. (the "Public Defender(s)") have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Executive Order No. 14-005 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Attorney/Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement. The Public Defender, and every Public Defender and/or Attorney or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load

quarterly with the Des Moines Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every Public Defender and/or Attorney or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.1 Screening. Determination of indigency for eligibility for appointed counsel under this agreement shall be determined by an independent screening process established by the City. Should the independent screener performing the screening determine a defendant is not eligible for assigned counsel, the independent screener shall so advise the Des Moines Municipal Court.

1.2 Twenty-Four Hour Telephone Access. The Public Defenders shall provide to the Des Moines Police Department a telephone number or numbers at which a Public Defender can be reached twenty-four (24) hours each day for advice to defendants during the course of police investigations or arrests for violations of law.

1.3 Client Contact. Public Defender agrees to attempt to contact the client within five (5) days of receiving the notice of appointment by the Des Moines Municipal Court if the defendant is out of custody and within seventy-two (72) hours if the defendant is in custody. Public Defender shall make reasonable efforts to confer with defendants about cases prior to court hearings and the Public Defender shall be available for office consult and shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel whether such inquiries are received by letter, telephone, email, or otherwise. Public Defender shall be available for attorney-client consultations at the jail prior court hearings.

1.4 Recordkeeping: Public Defender will maintain records documenting all work performed on each assigned case.

a. Monthly Reports: Public Defender will maintain and provide to the City a monthly report detailing the number of cases to which the Public Defender was appointed, the names of the defendants to which the Public Defender was appointed, the case number, the date of appointment, and the charge(s) filed against the defendant.

b. Quarterly Reports: Public defender shall submit quarterly reports which include the number of appellate cases filed during the preceding quarter, if any, the total number of cases assigned to each Public Defender during the preceding quarter, year-to-date appointments and CLE/training hours completed for each Public Defender during the preceding quarter.

1.5 Each Public Defender agrees to attend a minimum of seven (7) hours of criminal defense training/continued legal education classes each year. Each Public Defender may submit proof of payment of such training to the City and the City agrees to reimburse the Public Defender up to a maximum of \$500 each, per year for the costs of such training/education. The training must be approved by the Washington State Office of Public Defense (OPD) in compliance with the OPD Improvement Program Training requirements. This requirement also applies to associate counsel. Each Public Defender shall submit a copy of their CLE credit transcript from the WSBA annually.

1.6 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.7 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.8 Therapeutic Courts: The Des Moines Court operates a DUI court. As a representative, the Public Defender may be required to attend out of state training for therapeutic court to help ensure the program's success. The Des Moines DUI court is a post-conviction program that combines drug and alcohol treatment with intensive court supervision to reduce DUI recidivism. DUI courts use evidence-based practices, employing the ten guiding principles established by the National Center for DWI Courts. DUI Courts target offenders who are identified as high-risk and high-need. Judges, defense attorneys, prosecutors, law enforcement officers, probation officers and treatment providers are trained in the DUI court model and work cooperatively to oversee and manage participants' progress. DUI Court emphasizes accountability and long-term treatment.

1.9 Technology: The Public Defenders must be knowledgeable in different aspects of court technology, such as JABS, OCourt, SCORE, other county or statewide systems, Zoom.

2. Compensation. As used below, payment to "Public Defenders" means a single payment and not a payment to each Public Defender.

2.1 The City shall pay to the Public Defenders for services rendered under this Agreement, a rate of \$350 per case assigned to the Public Defenders for the term of this Contract.

This contract contemplates regularly scheduled Court hearings to occur at the following times:

Court Schedule:

Every Tuesday and Wednesday (all day); Friday mornings

Two (2) days per month for scheduled jury trials.

Video court at Score Monday through Friday (see below);

Courtesy counsel is required at arraignment calendars once per week.

- a. Video Court: The Public Defenders shall appear Monday through Friday for video court public defender services to defendants charged under ordinances of the City or state misdemeanor or gross misdemeanor statutes who are detained at the South Correctional Entity ("SCORE"). Public defense services will be provided in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction and in conformance with WSBA's standards for the provision of public defense services as codified in the Rules for Professional Conduct, the Decision and the Des Moines Municipal Code as now existing or hereafter adopted or amended.
- b. The City shall pay an additional \$500 to Public Defenders for a "special set" jury trial that is scheduled and held on a court day other than the regularly scheduled 2 trial days per month as per Section 2.1

- c. The City shall pay an additional \$850 per RALJ appeal to the Superior Court in which a brief has been filed by the Public Defenders, which sum is over and above all compensation paid for legal services before the Court.
- d. The City may schedule additional Court days with 30 days written notice to the Public Defender, or such shorter time upon agreement by the Public Defender.
- e. DUI Court: The City shall pay the Public Defender \$175 per calendared day for serving as Public Defender for the City of Normandy Park and the City of Des Moines' bi-monthly DUI calendar. This fee represents the City's one-half share of the Public Defender's billed fees, the other half to be paid by the City of Normandy Park.

2.2 The compensation amount represents the salary and benefits necessary to provide the services for the City and as supplemented in Section 2.6 below. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense services will comply with the Standards and Decision with an adequate reserve capacity for each Public Defender.

2.3 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately 400 cases per year. As provided in the Standards, the case counts also include the Public Defender's appearance at all arraignment calendars. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City has adopted an unweighted case count. Monthly stats are due the following month.

2.4 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender

to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.5 Base Compensation. Except as expressly provided in Section 2.6, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.6 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

a. Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting Public Defenders making any charge or court files pertaining to the underlying case.

b. Preauthorized Non-Routine Expenses. Non-routine case expenses requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or Public Defenders, non-routine expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; or
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any

expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

c. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

d. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus Public Defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

e. **Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals.** The cost of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

f. **Records.** To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

g. **Process Service.** The normal, reasonable cost for the service of a subpoena.

2.7 Review and Renegotiation.

a. Due to Increases or Decreases in Case Load.

The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed 400 cases per year or 100 cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

b. Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term of Agreement. The term of this agreement shall be from March 1, 2021 for a two (2) year initial term through February 28, 2023, unless sooner terminated as provided herein. The Agreement may be extended for one (1) additional two (2) year term at the mutual agreement of the parties, not to exceed four (4) years in total.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Public Defender or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be

subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations Survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

a. Representation. The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level through dismissal, plea or sentencing, provided however, that the public defender may withdraw after thirty (30) calendar days with respect to any matter which has not been set for trial within sixty (60) days of termination. Probation will be assigned to successor counsel.

b. The provisions of sections 1 through 5 shall survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials,

agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

5.1 It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

5.2 The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

5.3 This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or sub-Public Defenders of the Public Defender.

6.1 Public Defenders shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work hereunder by Public Defender. Public Defenders shall obtain and maintain Professional Liability insurance appropriate to Public Defenders' profession. Professional Liability insurance shall be written with limits no less than \$500,000 per claim and \$1,000,000 policy aggregate limit. Public Defenders' insurance shall be primary insurance as respects the City. Public Defenders' insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City by certified mail, return receipt requested. Public Defenders shall furnish the City with written certificates evidencing

compliance with insurance requirements within 30 days of commencement of work.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and sub-Public Defenders in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this

Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional Public Defender may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:

City of Des Moines
21630 11th Ave. South
Des Moines, WA 98198

PUBLIC DEFENDER:

Stewart MacNichols Harmell
655 West Smith Street, Suite 210
Kent, WA 98032 253-859-8840

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be

referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of February, 2021.

APPROVED AS TO FORM:

CITY OF DES MOINES:

City Attorney

Michael Matthias
City Manager

PUBLIC DEFENDER:



Stewart MacNichols Harmell

Title: Partner, Secretary

Stewart MacNichols

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arterial Street Pavement Preservation
(Redondo Overlay Project) Permanent Sidewalk
Easement

ATTACHMENTS:

1. Permanent Sidewalk Easement

FOR AGENDA OF: March 31, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 23, 2022

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works *Michelle Brown*

CHIEF OPERATIONS OFFICER: _____

- Legal /s/ TG
- Finance *Jeff 28*
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Vico*

Purpose and Recommendation

The purpose of this item is to seek City Council approval and acceptance of a Permanent Sidewalk Easement (Attachment 1) as a part of the annual Arterial Street Pavement Preservation CIP Program - Redondo Overlay Project. The following motion will appear on the Consent Calendar.

Suggested Motion

Motion: "I move to approve the Permanent Sidewalk Easement for King County Tax Parcel ID 720360-1766, and to further authorize the City Manager to sign said easement substantially in the form as submitted."

Background

As part of the City's Arterial Street Pavement Preservation Program for 2022, a small section of Redondo Beach Drive has been identified and designed for preservation. This project consists of a pavement overlay and associated sidewalk improvements on Redondo Beach Dr S from the northern limits of the recently completed Boardwalk to S 282nd Street. The existing public sidewalk between Redondo Way South and

S 282nd Street on the north side of the roadway is partially on private property, assessor tax ID 720360-1766, and is not ADA compliant.

Discussion

Design of this project is 90% complete and is expected to be prepared for public solicitation for Bids in April. As part of any roadway resurfacing project, opportunities are sought to upgrade roadside features that are directly impacted by the proposed improvements. Specifically, the sidewalk between Redondo Way and S 282nd St does not allow for proper paving operations to occur nor ensures the pedestrian route meets current standards.

City staff have coordinated with the property owner at parcel 720360-1766 and have mutually determined that it is in the best interest that the sidewalk be entirely within City ROW and/or a permanent easement to allow for unrestricted public use. The Permanent Sidewalk Easement provides the City with the right to construct, operate, maintain, repair, replace, improve or remove the sidewalk within the designated easement area.

Financial Impact

The City's CIP Budget for the Project includes revenues to achieve full project funding.

Alternatives

The City Council could elect not to approve the easement. The project will then be redesigned and move forward without ADA sidewalk improvements between Redondo Way and S 282nd St.

Recommendation

Staff recommends the Council approve the proposed motion.

After Recording, Return to:

CITY OF DES MOINES
ATTN: BONNIE WILKINS
21630 11th Avenue South, Suite A
Des Moines WA 98198

PERMANENT SIDEWALK EASEMENT

Parcel Plan Number	
Grantor:	Gerald R. Kingen
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	A portion of Section 32, Township 22 N; Range 4 E in King County, WA
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	720360-1766

Redondo Overlay and Sidewalk Project
Redondo Beach Dr. S
From Boat Launch to S 282nd St

THIS EASEMENT AGREEMENT, made this 16th day of MARCH, 2022, by and between Gerald R. Kingen, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for the placement, operation, and maintenance of a permanent public sidewalk ("Easement" herein) over, under, along, across, and through the

following described real property (“Easement Area” herein) in King County, Washington.

2. Property Subject to Easement

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit “A” and Exhibit “A-1” attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee’s rights shall be exercised only upon that portion of the property legally described in Exhibit “A” and Exhibit “A-1” (“Easement Areas” herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee, at their sole cost and expense, shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge sidewalk and associated features within the Easement Areas for the purpose of constructing and maintaining a public sidewalk (the “Improvements”).

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area. Grantee, at their sole cost and expense, shall maintain, repair and replace, as necessary, the Improvements and Easement Areas.

6. **Grantor’s Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee’s Public Works Director, or authorized designee, prior written consent. Grantee’s prior written consent, where required, shall not be unreasonably withheld or delayed. Grantor shall not construct or maintain any buildings within the Easement Areas.

7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee’s negligence in the exercise of the rights herein

granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.

8. **Remedies; Attorneys' Fees.** Should it be necessary for any party to this Agreement to initiate proceedings to adjudicate any issues arising hereunder, or under any document executed pursuant to this Agreement, the party to such legal proceedings who substantially prevails shall be entitled to reimbursement of its attorneys' fees, costs, expenses and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing party in preparing to bring suit, during suit, on appeal, on petition for review and in enforcement or collection of any judgment or award, from the party who does not substantially prevail.

9. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

GRANTOR:

Gerald R. Kingen

By:  _____

Its: DUNOR _____

Date: 3/16/2022 _____

GRANTEE:

CITY OF DES MOINES,

a Washington municipal corporation

By: Michael Matthias, City Manager

Date

At the direction of the Des Moines City Council during open public meeting on the ___ day of _____, 2022.

APPROVED as to form only:

Timothy A. George, City Attorney

Date

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that GERALD R KINGEN is the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

MICHAEL K TAGAB
Notary Public
State of Washington
License Number 39676
My Commission Expires
May 25, 2024

Dated: 3/16/2022
Signature: Michael K Tagab
Notary Public in and for the STATE OF WASH
Notary (print name): MICHAEL K TAGAB
Residing at: SEATTLE WA
My appointment expires: May 25, 2024

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A
PARCEL NO. 7203601766
PERMANENT EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID TRACT "A", SAID POINT BEING THE INTERSECTION OF THE EAST MARGIN OF REDONDO BEACH DRIVE SOUTH AND THE NORTH MARGIN OF REDONDO WAY SOUTH;

THENCE ALONG SAID EAST MARGIN OF REDONDO BEACH DRIVE SOUTH, NORTHERLY ON A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 61°46' 28" WEST, 1103.37 FEET, AN ARC DISTANCE OF 82.27 FEET;

THENCE NORTHEASTERLY ON A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 26.72 FEET TO THE SOUTHERLY MARGIN OF SOUTH 282ND STREET;

THENCE ALONG SAID SOUTHERLY MARGIN SOUTH 79°29' 40" EAST, 2.76 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 10°07' 55" WEST, 17.50 FEET, AN ARC DISTANCE OF 25.44 FEET;

THENCE SOUTH 23°17' 42" WEST, 14.62 FEET;

THENCE SOUTHERLY ON A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 67°11' 56" WEST, 441.52 FEET, AN ARC DISTANCE OF 50.66 FEET;

THENCE SOUTHERLY ON A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 61°07' 07" EAST, 22.50 FEET, AN ARC DISTANCE OF 22.85 FEET TO THE NORTHERLY MARGIN OF SAID REDONDO WAY SOUTH;

THENCE ALONG SAID MARGIN NORTH 58°18' 48" WEST, 15.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 549 SQUARE FEET, MORE OR LESS.

TRACT "A":

(PER DEED OF TRUST RECORDED UNDER RECORDING NO. 20170907001189 AND RECORD OF SURVEY RECORDED UNDER RECORDING NO. 199110149001, RECORDS OF KING COUNTY, WASHINGTON)

PARCEL B:

THE WESTERLY 97.22 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE CENTER OF SAID SECTION 32;

THENCE SOUTH 08°032" WEST 652 FEET TO THE INITIAL POINT OF THE FIRST DESCRIBED TRACT OF LAND CONVEYED TO C.A. MILLER BY DEED RECORDED UNDER RECORDING NUMBER 777182, SAID INITIAL POINT BEING DESCRIBED IN SAID DEED AS BEARING SOUTH 13°02' WEST 46.87 FEET, SOUTH 27°45' WEST 31.63 FEET, AND SOUTH 80°59'40" EAST 31.63 FEET FROM THE STONE MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF BEACH DRIVE WITH THE CENTERLINE OF BUCHANAN AVENUE, AS SHOWN ON THE PLAT OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 80°59'40" EAST, ALONG THE NORTHERLY LINE OF THE SAID MILLER TRACT, 163.83 FEET;

THENCE NORTH 80°32' EAST, ALONG THE NORTHERLY LINE OF SAID MILLER TRACT 48.7 FEET;

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Page 1 of 2

KPG
TACOMA · SEATTLE

THENCE SOUTH 20°22'55" WEST 181.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID MILLER TRACT; THENCE NORTH 59°15'05" WEST, ALONG SAID SOUTHERLY LINE, 221.7 FEET TO THE SOUTHEASTERLY MARGIN OF BEACH DRIVE;
THENCE NORTH 27°29'45" EAST, ALONG SAID SOUTHEASTERLY MARGIN AND THE NORTHWESTERLY LINE OF SAID MILLER TRACT, 100.04 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED SOUTH 282ND STREET LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE, AND WHICH WOULD ATTACH TO THE ABOVE DESCRIBED TRACT BY OPERATION OF LAW:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BUCHANAN AVENUE IN THE PLAT OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON, AND THE CENTERLINE OF REDONDO BEACH DRIVE;
THENCE SOUTH 13°02' WEST, 46.87 FEET;
THENCE SOUTH 27°29'45" WEST, 31.63 FEET;
THENCE SOUTH 80°59'40" EAST, 150 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 84°26'43" EAST, 210.43 FEET TO THE TERMINUS OF SAID LINE;
EXCEPT THAT PORTION OF SAID WESTERLY 97.22 FEET CONVEYED TO KING COUNTY FOR ROAD BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 5509151.

PARCEL C:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE CENTER OF SAID SECTION 32;
THENCE SOUTH 08°32' WEST 652 FEET TO THE INITIAL POINT OF THE FIRST DESCRIBED TRACT OF LAND CONVEYED TO C.A. MILLER BY DEED RECORDED UNDER RECORDING NUMBER 777182, SAID INITIAL POINT BEING DESCRIBED IN SAID DEED AS BEARING SOUTH 13°02' WEST 46.87 FEET, SOUTH 27°45' WEST 31.63 FEET AND SOUTH 80°69'40" EAST 31.63 FEET FROM THE STONE MONUMENT OF THE INTERSECTION OF THE CENTERLINE OF BEACH DRIVE WITH THE CENTERLINE OF BUCHANAN AVENUE, AS SHOWN ON THE PLAT OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE SOUTH 80°59'40" EAST, ALONG THE NORTHERLY LINE OF SAID MILLER TRACT 163.83 FEET;
THENCE NORTH 80°32' EAST ALONG THE NORTHERLY LINE OF SAID MILLER TRACT 48.7 FEET;
THENCE SOUTH 20°22'55" WEST 181.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID MILLER TRACT; THENCE NORTH 59°15'05" WEST, ALONG SAID SOUTHERLY LINE, 221.7 FEET TO THE SOUTHEASTERLY MARGIN OF BEACH DRIVE;
THENCE NORTH 27°29'54" EAST, ALONG SAID SOUTHEASTERLY MARGIN AND THE NORTHWESTERLY LINE OF SAID MILLER TRACT, 100.04 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE WESTERLY 97.22 FEET IN WIDTH THEREOF;

TOGETHER WITH THAT PORTION OF VACATED SOUTH 282ND STREET TYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE, AND WHICH WOULD ATTACH TO THE ABOVE DESCRIBED TRACT BY OPERATION OF LAW:

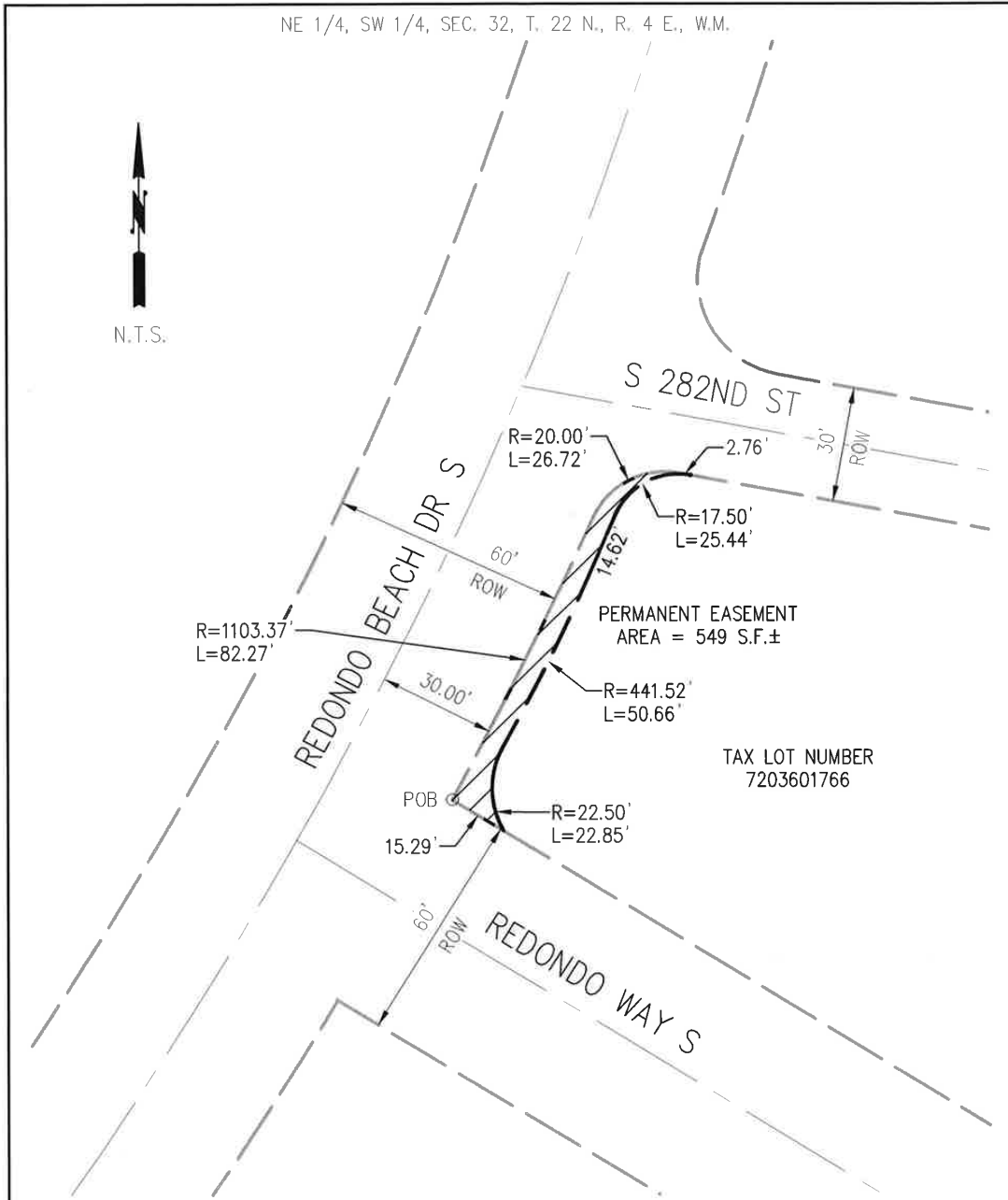
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BUCHANAN AVENUE, IN THE PLAT OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON, AND THE CENTERLINE OF REDONDO BEACH DRIVE;
THENCE SOUTH 13°02' WEST, 46.87 FEET;
THENCE SOUTH 27°29'45" WEST, 31.63 FEET;
THENCE SOUTH 80°59'40" EAST, 150 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 84°26'43" EAST A DISTANCE OF 210.43 FEET TO THE TERMINUS OF SAID LINE.

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Exhibit A-1

NE 1/4, SW 1/4, SEC. 32, T. 22 N., R. 4 E., W.M.



DATE: 12/21/2021

FILE: 19145W7_PERM.DWG

KPG
Interdisciplinary Design
3131 Elliott Ave
Suite 400
Seattle, WA 98121
(206) 266-1640
www.kpg.com

2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720
www.kpg.com

EXHIBIT _____
PARCEL 7203601766
PERMANENT EASEMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Limits on multi-day parking on public streets within the City of Des Moines.

ATTACHMENTS:

1. Draft Ordinance No. 21-045

FOR AGENDA OF: 3/31/2022

DEPT. OF ORIGIN: Police/Legal

DATE SUBMITTED: 3/24/2022

CLEARANCES:

- Community Development ____
- Marina ____
- Parks, Recreation & Senior Services ____
- Public Works *Richard Torres*

CHIEF OPERATIONS OFFICER: _____

- Legal /s/TG
- Finance ____
- Court ____
- Police /s/ KT

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Vero*

Purpose and Recommendation

The purpose of this agenda item is consider Draft Ordinance No. 21-045 which would impose a 72-hour limit on parking on public rights-of-way and empower the Public Works Director to designate zones within the City as more restrictive parking zones through posting appropriate signs when necessary.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 21-045 on first reading."

Motion 2: "I move to adopt Draft Ordinance 21-045, repealing DMMC 10.16.010 and 10.16.020 and replacing these sections with new parking regulations imposing a 72-hour parking restriction and empowering the Public Works Director to post restrictive parking zones."

Background

The City receives numerous complaints related to on-street parking from our residents every year. There are neighborhoods where parking issues are easy to identify: Pacific Ridge with auto related business in close proximity to high density housing, made more acute with the opening of Waterview Crossing; the Downtown Marina District where DMPD has observed that storing cars is common in conflict with businesses relying on street parking for their customers; and the areas south of Highline College. The reality, though, is that parking is a City wide problem.

With more and more households or even individuals having two or more vehicles, available housing becoming more densely populated, and overall space being reduced, the demand for limited parking space on City streets has increased and conflicts are occurring. Parking is a consistent complaint received by all parts of DMPD: Records, Community Service Officers and Patrol. Citizens are upset when they see vehicles stored on public rights-of-way for weeks or months at a time, denying all others the use of this limited public resource.

A further problem occurs when streets become more congested with parked cars, it is easier for stolen or abandoned vehicles to go unnoticed. Abandoned vehicles fall within a larger set of problems including but not limited to motor vehicle regulations, the illegal disposal of bulky/hazardous waste, and general disorder. Abandoned vehicles come in all shapes and sizes. They are often unregistered or have damage or in disrepair which makes them an eye sore. They detract from the appeal of a neighborhood as they turn green in our climate from neglect and attract other issues. Abandoned vehicles attract vandals, may be used for drug drops or prostitution, become a garbage bin, and may be used as shelters by the homeless. Undetected abandoned vehicles only contribute to the problem by restricting the limited parking supply even more.

While long-term parking of vehicles on public streets can pose a danger to public health and safety and interfere with use by other members of the public, it can be difficult for law enforcement to determine whether the officer has authority to issue a citation or have a vehicle impounded when all other options have failed. Absent some other statutory ground for the impound, it can come down to a subjective determination of whether the vehicle appears abandoned based on the time the vehicle has been parked and the condition of the vehicle. By that time, the vehicle may have already become a nuisance to the neighborhood.

Staff began discussions of what can be done to give DMPD officers more certainty when dealing with long-term parking on City streets and to address the growing problem with these vehicles. One option that seemed most promising was to follow the lead of other jurisdictions in setting a certain time limit for parking vehicles on rights-of-way. This strategy, when implemented correctly, gives drivers a reasonable period of time to use public roads for parking, but discourages using the streets for uses more appropriate to the owner’s property, such as long-term storage.

Following initial discussions about whether a time restriction should be considered for adoption, staff conducted a survey of local parking restrictions to determine what nearby Cities had imposed. Twenty cities were chosen, comprised of all the cities between Seattle/Bellevue and Tacoma, located in the Green/White River valley and west to Puget Sound. The Cities were:

Algona	Auburn	Bellevue	Burien	Des Moines
Edgewood	Federal Way	Fife	Kent	Milton
Newcastle	Normandy Park	Pacific	Puyallup	Renton
SeaTac	Seattle	Tacoma	Sumner	Tukwila

Of the twenty surveyed cities, fourteen (70%) were found to have a City-wide time limit on parking on City streets. The majority of those specifically imposed a 72-hour restriction (45% of the total). On the lower end, Bellevue and Burien limit parking to 24 hours. On the high end, Tacoma limits parking to one week.

Of the six cities that do not have a City-wide limit, Kent and Sumner have a combination of residential parking zones and 2- to 4-hour limits in certain commercial zones. Two others, Federal Way and SeaTac, have provided specific authority by ordinance to their administration to create restrictive parking zones. Only two cities in this survey were found to have none of the City-wide limits, targeted zones, or explicit administrative ability to create parking zones. Those cities are Fife and Des Moines.

Discussion

Long-term dumping, storing, and parking of vehicles on City rights-of-way is a widespread problem in the City. The lack of an explicit long-term parking limit puts law enforcement in a difficult position when determining whether a vehicle that has been parked for weeks can be legally cited or impounded when other attempts to have the owner move the vehicle has failed. This problem can be addressed by adopting the proposed Draft Ordinance.

Rather than an officer making a determination that the vehicle appears to have been abandoned or that the length of time the vehicle has been parked is longer than is reasonably authorized by the City, a vehicle that can be proven to have been parked on the street without moving for longer than 72 hours will be deemed to be unauthorized as a matter of law. This provides certainty to both DMPD and to drivers of what is allowed. Violators would be subject to a \$50.00 parking infraction. This restriction will not, however, subject the vehicle to immediate impound. Once a vehicle has been found to be parked in violation of the 72-hour limit, the vehicle must be posted no less than 24 hours with a readily visible notification sticker and the officer must attempt to contact the owner before the vehicle may be impounded.

Long-term street parking restrictions such as the one proposed in the Draft Ordinance should be familiar to drivers in the Des Moines area. Fourteen of the twenty Cities surveyed in the immediate area have a restriction of this type, and the most common duration is 72 hours, found in nearly half of the cities surveyed. There appears to be a common understanding that three days is a reasonable length of time that balances reasonable temporary use of the public roadways for parking with the City's interest in making those roadways available to all users and not one driver making a section of the roadway their own. The Draft Ordinance also empowers DMPD to address an abandoned vehicle before it begins to visibly degrade and become a target for vandalism or criminal activity. Bringing Des Moines in line with nearby jurisdictions may remove any incentive to bring vehicles into Des Moines for long-term parking on City streets.

Staff is also recommending to authorize the Public Works Director the express authority to create restrictive parking zones if appropriate and necessary. This action would allow the administration to quickly respond in a targeted way to specific parking issues. This authority could be used, for example, to create 2-hour zones in areas of the Marina district or to alleviate neighborhood parking congestion at Redondo. The Public Works Director has this authority to a certain degree through the City's adoption of the Model Traffic Ordinance at DMMC 10.04.050, but staff is recommending an explicit grant of authority that does not require a specific showing that public safety or free flow of traffic requires the action.

The DMMC sections proposed to be repealed by the proposed Draft Ordinance and replaced with the new provisions are specific provisions made redundant by DMMC 10.16.080, and staff believes following investigation that the specific signs referenced in those sections do not currently exist within the City.

Alternatives

The council may:

1. Pass the Draft Ordinance as presented
2. Pass the Draft Ordinance with amendments
3. Decline to pass the Draft Ordinance

Financial Impact

The Draft Ordinance, if adopted, may result in financial impact to the Court in additional parking infraction and impound hearings. Additional parking citations may also result in additional revenue to the General Fund. If the Public Works Director opts to create additional restricted parking zones, there will be financial impact in the creation and posting of appropriate signage, which costs will be situation specific and not ascertainable at this time.

Recommendation

Staff Recommends that the City Council enact Draft Ordinance 21-045 as presented.

CITY ATTORNEY'S FIRST DRAFT 03/24/2022

DRAFT ORDINANCE NO. 21-045

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to motor vehicles; regulating parking on City rights-of-way; authorizing the posting of parking restrictions on City streets; and repealing and replacing DMMC 10.16.010 and 10.16.020.

WHEREAS, the City of Des Moines has acquired and improved right-of-way throughout the City for the benefit and use of the public, and

WHEREAS, effective regulation of the use of these rights-of-way and the parking of private vehicles thereon is vital to maintaining the streets as a safe resource for all of the public, and

WHEREAS, long term storage of vehicles on City streets is inconsistent with the streets' character as a public resource and can cause parking shortages in neighborhoods and commercial zones, and

WHEREAS, permitting vehicles to park for extended periods of time on City streets can encourage theft and vandalism of such vehicles, and

WHEREAS, areas without time restrictions on street parking can become dumping grounds for stolen and abandoned vehicles, and

WHEREAS, a strong majority of nearby cities have enacted time limits for parking on city streets in some or all parts of those cities, and

WHEREAS, the City Council finds that a seventy-two hour parking limit fairly balances the reasonable use of City streets for parking with the public's interest in safety and maintaining this finite resource as a public one, and

WHEREAS, the City Council further finds that factors specific to a particular area of the City may warrant more restrictive parking regulations to ensure reasonable parking availability and safe use of City streets, and

WHEREAS, the City Council wishes to authorize the Public Works Director to identify and designate by appropriate signage parking restrictions, time limitations and parking prohibitions for certain streets of the City where these factors make it appropriate and necessary, and

WHEREAS, the City Council finds that the time restriction on the use of City streets for parking and the grant of authority to regulate parking in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. DMMC 10.16.010 and section 12(5) of Ordinance No. 1053 are each repealed, and the following is substituted:

Parking longer than seventy-two hours prohibited. No person shall park a vehicle on any street or other municipal property for a period of time longer than seventy-two (72) consecutive hours, unless an official posted sign provides a shorter period of time, or unless otherwise provided by law. This restriction shall not apply to City-owned or City-controlled vehicles parked for City purposes.

Sec. 2. DMMC 10.16.020 and section 12(6) of Ordinance No. 1053 are each repealed, and the following is substituted:

Parking - Authority to identify restrictive zones. The Public Works Director is authorized to identify and designate by appropriate signage parking restrictions, time limitations and parking prohibitions for certain streets of the City, to include restriction to parking by local residents only, in order to provide for reasonable parking availability and safe use of City streets.

Sec. 3. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Ordinance No. ____
Page 3 of 3

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 4. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2022 and signed in authentication thereof this ____ day of _____, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

2024-2033 Recology King County Comprehensive
Garbage, Recyclables and Compostables
Collection Services Contract

FOR AGENDA OF: March 31, 2022

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: March 24, 2022

ATTACHMENTS:

1. March 31, 2022 Contract Addendum
2. Draft Resolution No. 22-011
3. Draft Collection Contract

CLEARANCES:

- Community Development *Swanwick*
 Marina _____
 Parks, Recreation & Senior Services _____
 Public Works *Smallwood*

CHIEF OPERATIONS OFFICER: *[Signature]*

- Legal /s/ TG
 Finance *[Signature]*
 Courts _____
 Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to hold a public hearing to seek City Council authorization of the 2024-2033 Comprehensive Garbage, Recyclables and Compostables Collection Services Contract (hereinafter the "Agreement") with Recology King County, Inc. The contractor will provide solid waste collection services within the incorporated City limits, including residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recyclables and compostables. The contract term will be from January 1, 2024 to October 31, 2033, with a two month extension to the current contract from October 31, 2023 to December 31, 2023.

Suggested Motions:

Motion 1: “I move to extend the existing Comprehensive Garbage, Recyclables and Compostables Collection Agreement with Recology King County by two months through December 31, 2023, and authorize the City Manager to sign the contract extension substantially in the form as attached.”

Motion 2: “I move to adopt Draft Resolution No. 22-011 to authorize the City Manager to sign the 2024-2033 Comprehensive Garbage, Recyclables and Compostables Collection Services Contract, substantially in the form as attached.”

Background

The existing contract with Recology King County, the Comprehensive Garbage, Recyclables and Compostables Collection Agreement, was effective on November 1, 2011. Per the contract terms, the City exercised the two two-year extension options provided. An amendment for a third extension through October 31, 2023 was authorized by the City Council at the February 3, 2022 Council meeting.

Recology King County has been an engaged and collaborative partner over the ten years of the contract. Key activities from the contract term to date include:

- Monthly reports and meetings with key staff
- City facilities and events collections, outreach at farmers’ market and City events, participation in parades, neighborhood reward program
- Coordination with Public Works on snow removal routes and solid waste collection during inclement weather
- Curbside collection of hard-to-recycle items
- Annual outreach to commercial and multi-family customers to optimize collections and provide recycling education
- Residential curbside garbage collection events coordinated with the City’s recycling events
- Volunteer activities supporting the Des Moines community.

The City contracted with Epicenter Services, LLC to assist with draft contract development and negotiations to finalize the contract for City Council approval. The new contract addresses current trends, changes to recycling markets and King County disposal fee structure, as well as performance tools appropriate for the City. Upon approval of the contract, lead time will be needed for the contractor to order new equipment and to provide notice to the community. A two month extension to the current contract will allow the new contract to start on January 1, 2024 to coincide with the annual inflation adjustment.

Discussion

The new collection contract with Recology King County follows a similar format to the existing contract. Following is a summary of the most significant changes and enhancements from the current contract:

- As part of the new contract, Recology will purchase a fleet of natural gas-fueled collection vehicles that meet model year 2024 or later model year emissions standards. Support vehicles, such as those driven by management staff, route supervisory staff, and container delivery (if feasible) shall be fully electric.
- The Spring and Fall curbside clean-up program will be replaced with two programs:
 - Single family customers may participate in an on-call clean up program that allows each customer to place up to one cubic yard of garbage once each year at the curb for collection on the customer's regular collection day, provided that any individual item is no larger than three feet by three feet and weighs no more than 65 pounds, plus two non-appliance bulky items such as couches or large chairs. After the allowed one collection per year, regular extra units or bulky waste collection fees will apply.
 - The contractor will support two special drop-off garbage collection events each year for City residents (proof of residency required).
- Recology will continue providing collection services to City parks, facilities, and select events as part of their service package, at no additional charge. The new contract also provides ten Code Enforcement cleanup events each calendar year at no additional charge.
- The previous contract allowed for unlimited multifamily and limited commercial recycling at no additional fee. The new contract provides both multifamily and businesses to receive unlimited recycling service at no additional charge as part of their garbage collection services.
- New labor disruption section: The contractor shall prepare a Strike Contingency Plan prior to the expiration of any labor agreement associated with services performed under this contract.
- Contract contains specific customer service requirements for call center operations, staffing levels, response times and website contents.
- Contract continues the current senior, low-income and/or disabled resident discount meeting the City's eligibility criteria.
- The current contract utilizes a weighted formula of three separate inflation indices. The new contract will adjust service fees annually based solely on the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers.

The Contract also includes two options for service changes (at additional cost), at the City's sole choice. Those options include shifting to weekly recycling collection, and shifting to weekly compostables collection. These options can be exercised at any time during the contract, with 180 days advance notice.

The new rates have been developed on a cost-of-service basis, which eliminates subsidies between lines of business. For example, some solid waste contracts subsidize residential customers by having higher commercial rates or lower drop-box rates by having higher commercial rates. The new contract with Recology does not include any subsidization between lines of business.

Garbage rates will increase due to a variety of factors including annual increases not keeping up with inflation and the cost of doing business, instability in recycling markets and a decreased value of materials, inflation uncertainty, increased costs associated with fleet replacement, and other supply chain issues. Overall, the new 2024 contract rates are 22% higher than current 2022 rates. There will be an annual increase in current contract rates for 2023 before the new contract starts in 2024, which will reduce the amount of this increase in 2024.

Below is a retail rate example for the two most common service levels for each line of business. These retail rates are what appears on a customer’s bill. They include the city administrative fee, but do not include ancillary fees, drop-box disposal, or other taxes and fees, nor are they adjusted for any differences between contracts (for example, current contract has limited commercial recycling, 2024 contract will have unlimited). Other rates may show a higher or lower percentage increase, but the overall rate increase is 22%.

Service Level	Des Moines 2022 Monthly Rates	Des Moines Proposed 2024 Monthly Rates	Increase
Residential			
32/35 Gallon Single-Family Garbage Cart	\$24.52	\$29.33	\$4.81
60/64 Gallon Single-Family Garbage Cart	\$36.74	\$43.57	\$6.83
Commercial/Multi-Family			
1 Cubic Yard Garbage Dumpster	\$116.95	\$148.37	\$31.42
2 Cubic Yard Garbage Dumpster	\$221.08	\$279.48	\$58.40
25 Cubic Yard Compactor Drop-Box	\$295.38	\$362.22	\$66.84
30 Cubic Yard Compactor Drop-Box	\$310.75	\$381.06	\$70.31

The City’s consultant created a rate comparison between current garbage rates, the 2024 proposed garbage rates, and surrounding cities that have recently completed an RFP process for their garbage collection contract. Rates have been adjusted for a variety of differences between contracts including city administrative fees, collection frequency, commodity credits, commercial recycling, and drop-box disposal mark-up. The City’s current adjusted garbage rates are 11% lower than the average adjusted current garbage rates across selected cities. The City’s proposed 2024 adjusted garbage rates are 4% higher than the average adjusted current garbage rates across selected cities, but will likely be lower after the comparison cities incorporate annual CPI-related increases in both 2023 and 2024. Recology’s proposed rates for Des Moines are also generally consistent with the rates proposed in another city’s current competitive procurement.

The contract also includes a provision for a variable city fee, which can be changed periodically as the City’s needs change. The new contract incorporates an 11% administrative fee based on

the gross receipts received by the contractor from all customers under this contract, excluding drop-box container disposal fees. This is a reduction from the current 13%, with the intention to maintain the current revenue level.

Council Action Alternatives:

1. The City Council may extend the current contract through December 31, 2023, accept the 2024-2033 Comprehensive Garbage, Recyclables and Compostables Collection Services Contract, and authorize the City Manager to sign the Agreement between the City of Des Moines and Recology King County, Inc. (Recommended).
2. The City Council may not accept the Agreement, and/or may not authorize the City Manager to sign the Agreement with Recology King County, Inc. and proceed with issuing a Request for Proposals utilizing an expedited process.
3. The City Council may continue this Agenda Item and request that staff provides additional information. Continuance of this item may result in a delay in implementation and necessitate renegotiation of service extension with current provider.

Financial Impact:

The contract includes a provision for a variable City fee, which can be changed periodically as the City's needs change. The new contract reduces the current 13% City fee to 11%, with the intention of maintaining current revenues.

A discussion of potential impacts to customer rates is incorporated above.

Recommendation/Conclusion:

Staff recommends approval of the 2024-2033 Comprehensive Garbage, Recyclables and Compostables Collection Services Contract with Recology King County, Inc., substantially as attached.

Concurrence:

Planning, Building and Public Works, Finance, and the Legal Departments concur.



CONTRACT AMENDMENT FORM

CONTRACT FOR COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES COLLECTION BETWEEN THE CITY OF DES MOINES AND RECOLOGY

THIS AMENDMENT is entered into on this 31st day of March, 2022, pursuant to that certain Contract entered into on the 13th day of May, 2011, as amended on January 24th, 2012, as amended on October 14, 2019, as amended on October 14, 2021, as amended on February 4, 2022, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Recology King County Inc.**, (hereinafter "Contractor").

The parties herein agree that the Contract dated May 13, 2011, and all subsequent amendments, shall remain in full force and effect, except for the amendment set forth as follows:

l) **SECTION 1**, is hereby amended to read as follows:

The term of this Contract is twelve years, starting November 1, 2011, and expiring December 31, 2023.

Except as modified hereby, all terms and conditions of the contract dated May 13, 2011 and subsequent amendments, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

<p>RECOLOGY KING COUNTY, INC.:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____ City Attorney</p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>RECOLOGY KING COUNTY, INC.:</p> <p>[Insert Contact Name] Recology King County, Inc. 801 S. Fidalgo Street, Suite 100 Seattle, WA 98108</p> <p>206-972-8479 (telephone) 206-767-8914 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>City Manager City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6554 (telephone) 206-870-6540 (facsimile)</p>

CITY ATTORNEY FIRST DRAFT, 03/31/2022

DRAFT RESOLUTION NO. 22-011

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON to authorize the City Manager to approve the 2024-2033 Comprehensive Garbage, Recyclables and Compostables Collection Services Contract with Recology King County, Inc., substantially in the form submitted.

WHEREAS, the existing solid waste collection license extension with Recology King County, Inc. expires on October 31, 2023, and

WHEREAS, the City Council directed administration to negotiate with Recology King County, Inc. for a new solid waste collection agreement at its February 3, 2022 meeting, and

WHEREAS, a draft Agreement was developed by the City and Recology King County, Inc., and

WHEREAS, a public hearing was held on March 31, 2022 and all persons wishing to be heard were heard, and

WHEREAS, the City Council has approved a two month extension to the existing contract until December 31, 2023, and

WHEREAS, the City Council has reviewed the Agreement and has determined that it is in the public interest to enter into said Agreement with Recology King County, Inc., and that the Agreement is financially sound; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

The City Council hereby approves the attached Agreement by and between the City of Des Moines and Recology King County, Inc., which Agreement is incorporated by this reference. Further, the City Manager is authorized to sign the Agreement with Recology King County substantially in the form as attached.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2022 and signed in authentication thereof this ____ day of _____, 2022.

Resolution No. _____
Page 2 of 2

Matt Mahoney, Mayor

APPROVED AS TO FORM:

Tim George, City Attorney

ATTEST:

Bonnie Wilkins, City Clerk

COMPREHENSIVE
GARBAGE, RECYCLABLES, AND COMPOSTABLES
COLLECTION SERVICES
CONTRACT

City of Des Moines
and
Recology King County, Inc.

January 1, 2024 – October 31, 2033

**Comprehensive Garbage, Recyclables, and Compostables
Collection Services Contract
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EXHIBITS:

- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example

This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract"), passed by the Des Moines City Council at its regular meeting on the ____ day of _____, 2022. This Contract is made and entered into this _____ day of _____, 2022 (hereafter the "Date of Execution"), by and between the City of Des Moines, a municipal corporation (hereafter "City"), and Recology King County, Inc. (hereafter "Contractor").

RECITALS

WHEREAS, the Contractor has performed well under its contract with the City since 2011 and the City and Contractor have negotiated this successor agreement acceptable to both parties; and

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the Services as requested in the competitive process; and

WHEREAS, the City desires to enter into this Contract with the Contractor for the Services outlined in the competitive process and included below;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and Contractor do agree as follows:

AGREEMENT

1. DEFINITIONS

The following definitions apply to terms used in this Contract:

Administrative Fee: A City-defined fee that is included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed from time to time.

Bulky Waste: Discrete items of Garbage of a size or shape that precludes collection in regular collection Containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as chairs, tables, shelves, cabinets or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, Unacceptable Waste, or stumps.

Call Center Hours: The times during which a live person Customer Service support shall be available to address Customer calls, e-mails, texts, or other communications. Call Center Hours shall be 7:00 a.m. PST through 7:00 p.m. PST, Monday through Friday of each week and no less than four hours on Saturdays, as agreed upon by the City and Contractor. Holidays are excluded.

Can: A receptacle that is a Customer-provided water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side. All Cans shall be rodent and insect-resistant and kept in sanitary conditions by their owner at all times.

Cart: A Contractor-provided twenty (20), thirty-two (32), forty-five (45), sixty-four (64), or ninety-six (96) gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect-resistant.

Change of Control: Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

City: City of Des Moines, in King County, Washington. As used in the Contract, use of the term “City” may include reference to the City Administrator or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City.

Commercial Customer: Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, and Food Scraps generated by any Residential, Multifamily or Commercial Customers. Shredded uncontaminated paper, cardboard, and compostable plastics shall only be accepted as a Compostable material to the extent permitted by Contractor’s composting processor.

Contractor: Recology King County, Inc., which has contracted with the City to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.

Container: Any Micro-can, Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.

Contract: This Contract for comprehensive Garbage, Recyclables and Compostable collection services.

Contract Term: Term of this Contract as provided for in Section 2.

County: King County in Washington State.

Curb or Curbside: Customers’ property, within five feet (5’) of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five feet (5’) of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary

circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: All account-holders of the Contractor's services within the City as set forth in this contract.

Customer Service: The assistance, advice and information provided by the Contractor to Customers and potential customers within the City.

Date of Commencement of Service: January 1, 2024, which is the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

Date of Execution: The date that this Contract is executed by all signatories.

Day/Days: Calendar days unless otherwise specified.

Detachable Container: A watertight metal or plastic loose or compacting receptacle equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: A watertight all-metal loose material or compactor receptacle with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Environmental Law: Any applicable federal, State, or local statute, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

Extra Unit: Excess material that does not fit in the Customer's primary Container. An Extra Unit is equal to one thirty-two (32) gallon Container or its equivalent.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of Food Scraps handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included

in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current King County sharps policy. The term "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, State, or local law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- C. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

Holidays: The statutory holidays observed by the King County Disposal System and Martin Luther King Jr. Day.

King County Disposal System: The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between the City and King County.

Micro-Can: A water-tight plastic Container not exceeding ten (10) gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

Multifamily: A multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service. This includes shared Containers as well as individual Containers for each Residence.

Office Hours: The times during which a Contractor administrative and management staff shall be available to respond to City staff inquiries. Office Hours shall be 8:00 a.m. PST through 5:00 p.m. PST, Monday through Friday of each week. Holidays are excluded.

On-call: The provision of specified services only upon direct phone, written, or e-mailed request of the Customer to the Contractor.

Party: Either the City or the Contractor.

Parties: The City and Contractor.

Private Road: A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Public Street: A public right-of-way used for public travel by motor vehicle, including public alleys.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.

Residence/Residential: A Single-Family and/or Multifamily living space individually rented, leased or owned.

Services: The comprehensive Garbage, Recyclables, and Compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The initial service area boundaries shall be the corporate boundaries of the City as of the Date of Execution, which are currently as shown on Exhibit A hereto.

Single-Family Residence: All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, and other materials. Construction and demolition materials containing less than 10% (ten percent) non-recyclable contamination which are collected and processed to recovery recyclable materials shall be considered Source-separated for the purposes of this Contract.

State: The State of Washington.

Strike Contingency Plan: The plan the Contractor will develop pursuant to Section 4.1.18 of this Contract.

Transition and Implementation Plan: The plan that the Contractor will develop pursuant to Section 4.1.21 of this Contract.

Unacceptable Waste: Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by federal, State, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

WUTC: Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, branches and small trees. Materials larger than four inches (4") in diameter or four feet (4') in length are excluded. Bundles of Yard Debris up to two feet (2') in diameter by four feet (4') in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six feet (6') in height are acceptable. Kraft paper bags, or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

2. TERM OF CONTRACT

The Term of this Contract is nine years and ten (10) months starting on the Date of Commencement of Service.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under State laws, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, State, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and

applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location where all Containers are set out for regular collection. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations.

4. SCOPE OF WORK

4.1 General Collection System Requirements

4.1.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

4.1.2 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads. The Contractor shall use smaller limited-access service vehicles as necessary to provide service to those Customers.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor shall document the condition for the City and Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes that there is a probability of Private Road or Driveway damage due to the Contractor's vehicles, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

4.1.3 Hours/Days of Collection

All collections by Contractor shall be made between the hours of 7:00 a.m. and 5:00 p.m. PST on each weekday, unless the City authorizes a either a temporary extension of hours or days or a site-specific authorization to collect a particular Customer outside of the specified regular collection times. Saturday collection is allowed to the extent consistent with Holiday schedules (Section 4.1.6) and inclement weather schedule (Section 4.1.7).

4.1.4 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set-out location.

If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer, and carry photo identification on their person.

At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. The City reserves the right to request at any time that the person be removed from all performance of additional work under this Contract. The Contractor shall remove the employee from Contract work within four (4) hours of City notification.

4.1.5 Disabled Persons Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-Family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of the City's disabled residents when determining whether a household member is unable to place Containers at the Curb. These criteria shall comply with all federal, State, and local regulations, and shall be subject to City review and approval prior to program implementation, which shall not be unreasonably withheld by the City.

4.1.6 Holiday Schedules

When a Holiday falls on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day due to a Holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website, on the Contractor's social media accounts, and by press releases to general news media in the Service Area by the Contractor the week prior to the Holiday affecting service.

4.1.7 Inclement Weather and Other Service Disruptions

When weather conditions are such that continued operation would result in danger to the Contractor's employees, area residents or property, the Contractor shall collect only in areas that do not pose a danger.

The Contractor shall notify the City by 7:00 a.m. PST that same business day of its collection plans and outcomes for each day that severe inclement weather is experienced.

The Contractor shall collect Garbage, Recycling and Compost from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of Garbage, Recycling, and Compost equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 5:00 p.m. PST and/or on Saturdays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (i.e., Tuesday Customers), an additional collection will be made on the next possible day that same week, (i.e. not waiting for the regularly scheduled collection day for the missed area.) If multiple days are missed due to inclement weather in multiple weeks, collections shall be made on the next regularly scheduled collection day. In the event of successive service disruptions impacting entire neighborhoods, the Contractor shall provide temporary Residential Garbage and Recycling collection sites using driver-staffed Drop Box Containers or other suitable equipment, with no additional charge assessed for such temporary service.

The inclement weather/disruption in service requirements in this Section 4.1.7 may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

All Holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by the City notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services e-mail, or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or to opt out of communications. Contractor shall update their website with inclement weather conditions by 8:00 a.m. PST.

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 5:00 p.m. PST and/or on Saturdays following such disruptions in order to finish collection routes. Such temporary authorization may be rescinded if the City believes that Customers are adversely impacted. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 6.

4.1.8 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers, threatening or intimidating behavior toward the Contractor, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor

damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to problem Customers. However, the Contractor may discontinue service to a problem Customer after prior written notice is given to the City of the intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

4.1.9 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.1.11, of the reason for rejecting Garbage, Recyclables, or Compostables shall be considered a missed collection and subject to performance fees, as established in Section 6.1, due to lack of proper Customer notification. The specific provisions in this paragraph may be revised and superseded by the annual promotion and education program (and contamination reduction plan) developed each year by the Contractor and City.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 a.m. PST the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 4.3.4).

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

4.1.10 Same Day Collection

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material.

4.1.11 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue), unless express prior written permission is provided by the City. The Contractor shall use processing facilities that:

1. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials;
2. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered;
3. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
4. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those incoming materials and that maximum cost-effective recovery is a primary objective of the City's collection programs.

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor observes that a Container contains more than five percent (5%) contamination, the Contractor shall document the contamination and leave an "oops" tag, noting the specific contamination for the Customer. If a Customer received more than three (3) oops tags in a ninety (90) day period, then the Contractor will call the Customer to provide education and outreach services.

The Contractor shall develop and implement a contamination reduction program to reduce contamination in Customers' Recyclables and Compostables Containers. The Contractor's program shall include communication, education and outreach to Customers, methods for evaluating Customer compliance with recycling and contamination standards, and thresholds and policies for removing or re-establishing Recyclables and/or Compostables collection service to a customer. The contamination reduction program shall be adjusted annually or as needed to address continuous improvement to reduce contamination and increase the marketability of Recyclables. A contamination fee shall be considered an option if other methods to not generate the desired results, however, such contamination fee shall only be assessed under the terms and conditions agreed upon by the City at the time such contamination fee is authorized in writing to be a component of the contamination reduction program. The Contractor shall develop the program in consultation with the City, and shall implement the program only on approval of the program by the City.

Contractor shall provide such information as the City may request regarding aggregate contamination data that is collected and maintained by the Contractor on a quarterly basis. However, notwithstanding the foregoing or any other provision of this Agreement, the Contractor shall not provide any information to City regarding the contents of any individual Customer's Container.

4.1.12 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-family Residence.

The Contractor may change the day of collection by giving notice at least thirty (30) Days prior to the effective date of the proposed change to and obtaining written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) Days written, phone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, such approval shall not be unreasonably withheld. Routing changes shall be implemented in a manner that ensures that no Customer shall receive less than their normal frequency of service (e.g. a weekly Customer shall have no more than seven [7] days between collection days during the shift to the new collection date).

4.1.13 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use natural gas-fueled collection vehicles that meet model year 2023 or later model year emissions standards. Support vehicles such as those driven by management staff, route supervisory staff, and Container delivery (if feasible) shall be fully electric. Back-up collection vehicles used fewer than thirty (30) Days a calendar year shall not be subject to the age requirement that applies to regularly-used vehicles, but shall be: (i) presentable, (ii) in safe working order, (iii) not leak fluids, and (iv) subject to all other conditions of this section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

Collection vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the Service Area.

Collection vehicles shall have a switchable placard that clearly indicates the material stream currently being collected by that vehicle. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. The lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 6.1.

Collection vehicles shall be maintained in a good condition at all times which includes but is not limited to being clean and sanitary, and shall be thoroughly washed at least once each week. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Collection vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, State, and local safety requirements and be in a condition satisfactory to the City. All collection vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection, service, and supervisory vehicles used by the Contractor shall be equipped with a minimum 10-gallon capacity spill kit. Any collection, service, and supervisory vehicles, or Containers not meeting these standards shall not be used within the Service Area until repairs are made.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle which clearly indicate the vehicle inventory number. The Customer Service phone number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, sign locations and the phone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo and Customer Service phone number and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted, upon the City's prior written approval. The City's approval shall be in writing and solely within the City's discretion. In addition, any Contractor vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example DM-1, DM-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. All Contractor collection, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. The City reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

4.1.14 Container Requirements and Ownership

Contractor Garbage fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.

Single-Family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Drop-box Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to or for unrequested removal of Customer-owned Containers. Notwithstanding the foregoing or anything else in this Agreement, Contractor shall only be required to collect Customer-owned Containers that are safe for Contractor's personnel to handle and that are in good working order.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the intended material for the Container. The Container must also be labeled with the size capacity and material preparation requirements. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name unless the City provides written permission.

4.1.14.1 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide a Micro-can, or twenty (20), thirty-two (32), forty-five (45), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. All replacement Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall be provided to requesting Customers within seven (7) Days of the Customer's initial request. All Carts must have materials preparation instructions including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, Contractor shall replace the sticker within seven (7) Days of being notified by the Customer or City.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement.

Collection crews shall note missing or damaged lids, damaged hinges, holes, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables), and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made within seven (7) Days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or the City. In the event that a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, Customers shall be notified on the same day via a door knocker tag of the incident and a replacement Cart shall be provided within twenty-four (24) hours of the loss. Replacement Carts may be used and reconditioned, but shall be presentable and cleaned before delivered to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

4.1.14.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install one (1), one and a half (1.5), two (2), three (3), four (4), six (6), and eight (8) cubic yard Detachable Containers, and ten (10), twenty (20), thirty (30), and forty (40) cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) Days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance, and a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance with Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers four (4) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide a fee-based On-call Detachable Container cleaning service to Customers.

As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one (1) business day any Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Inspector, King County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in

writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Customer Containers shall be supplied by the Contractor, with the exception of compactors. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. However, Containers owned or secured by Customers must be properly labeled to be eligible for collection. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on personal Containers upon request. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

In the event that a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

4.1.14.3 Ownership

At the end of the Contract Term or in the event the Contract is terminated for any reason, all Containers at Customer locations used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Temporary Containers, Compactor Drop-box Containers leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

The City may elect to assign this potential ownership of said Containers to a third-party, and shall provide written notice to the Contractor. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercising of its rights under this Section 4.1.14.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

4.1.14.4 Container Colors and Labeling

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts shall be green, and Carts and Detachable Containers for Garbage shall be grey. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

All distributed Containers shall be labeled with instructional information and contact information that include both a Customer Service phone number and website address. All reused Recyclables Containers used under the previous collection contract shall be relabeled within ninety (90) Days of the start of collection services under this Contract. Contractor shall visually inspect labels on reused Garbage and

Compostables Containers that were used under the previous collection contract and shall relabel Containers as needed. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior approval. Labels shall be replaced when faded, damaged, or upon the City or Customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their sole expense shall reproduce and reattach labels on all Containers. The City may, at its option, provide labels to the Contractor to be affixed on the initial and replacement inventory of Carts and the Contractor shall place on the specified location on each Cart. The City shall reimburse the Contractor the Contractor's cost of applying the City's labels.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and phone/contact information, including both a Customer Service phone number and a website address, printed on a sticker, and subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that indicates no charge replacement or repair for leaky or broken Containers, and provides a phone number to call. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily and Commercial Customers shall be relabeled by the Contractor if labels fade, are unreadable, contain incorrect information, or upon City's request for any individual Container.

4.1.14.5 Container Weights

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism, or collection vehicle. For Drop-box Containers, the combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

Any loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

4.1.14.6 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) Days of the cancellation or upon three (3) business days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

4.1.15 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures. Such training shall be provided to all vehicle drivers at least annually.

Cleanup and removal of leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during collection shall be initiated by the Contractor within four (4) hours of the Contractor's knowledge of the leakage or spillage and completed as soon as practicable at its sole expense. Any associated spillage or leakage entering the City's municipal storm system shall be cleaned promptly by Contractor staff, to the extent possible. The Contractor shall be responsible for all City's costs in the event that City staff or contractors are required for spill containment or cleaning due to the Contractor's action. The Contractor shall document the fluid leakage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not cleaned up or removed by the Contractor within the required time frame shall be cause for performance fees, as described in Section 6.1 and may be subject to fines and penalties pursuant to City municipal code. Should a leakage or spillage occur during collection, the Contractor shall notify the designated City contact. Contractor expressly acknowledges it is solely responsible for any federal, State, or local violations, which may result from said leakage or spillage.

Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be cleaned up or removed by the Contractor within four (4) hours at its sole expense. The Contractor shall document the reported leak or spillage, who reported the incident, and measures made to correct the incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within one (1) business day of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

4.1.16 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) Days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a partial or City-wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by City-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with Section 8.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional charge to the City or the Customers; however, costs (or savings) accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 4.3.4.1. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

4.1.17 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or Customers.

4.1.18 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) Days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response will take the form of a Contractor-prepared Strike Contingency Plan and shall address in detail:

1. The Contractor's specific staffing plan to cover Contract Services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within seven (7) Days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve Contractor's attorney-client privilege and attorney work doctrine rights, The Contractor shall keep the City informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the

Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week.

In the event that a disruption lasts more than one full Single-family Residential collection cycle, the Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

If there is no make-up collection, the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

The City and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay the City monthly by the tenth day of the following month:

1. A cost reimbursement amount of one thousand dollar (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. A performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor Disruption from the first (1st) day to the seventh (7th) day of the Labor Disruption;
3. A performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from the eight (8th) day to fourteenth (14th) day of the Labor Disruption; and
4. A performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for every day beyond the fourteenth (14th) day of Labor Disruption.

The performance fees listed as 2 through 4, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) Days of the Contractor's receipt of the City's invoice.

Fees paid by the Contractor under the terms of this Section 4.1.18 are not regular performance fees for the purposes of Section 6.1 and shall not be counted in the cumulative performance fee default threshold referenced in Section 6.2 (6).

Any Contractor-prepared Strike Contingency Plan or other information communicated by the Contractor to the City pursuant to this section shall be maintained in confidence by the City to the maximum permissible extent under applicable law.

4.1.19 Site Planning and Building Design Review

The Contractor shall, upon request and without additional charge, make available site planning assistance to either the City and Customers or potential Customers, and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area, and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

4.1.20 Safeguarding Public and Private Facilities

Contractor shall protect all public and private improvements, facilities, and utilities whether located on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify the City in writing of all damage within four (4) hours, and Contractor shall repair or replace the same or pay the City for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, Contractor shall, along with notifying the City in writing, call the City to inform them of such matter. If Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor. The Contractor shall be liable for any damage to property or person caused by the negligent actions of Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

4.1.21 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) Days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Transition and Implementation Plan shall describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall also specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and must be printed on minimum 30% post-consumer recycled paper. The City will be provided a minimum of two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City prior review and written approval.

4.1.22 Performance Review

The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer Service standards. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) Days of completion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) Days from its receipt of notice to correct or commence correction of deficiencies to the City's satisfaction. If the Contractor fails to correct or commence correction of deficiencies within sixty (60) Days, the City may allow the Contractor additional time to comply, accept other remedies for the service failure or proceed with the contract default process pursuant to Section 6.2 of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this Section 4.1.22 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

The City may, at its option, and upon reasonable notice to the Contractor, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data.

The City shall bear the costs of City staff, City-retained consultants and performance incentives (if used) and the Contractor shall bear the costs of Contractor staff and route costs to perform the monitoring.

4.1.23 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City in person or via phone/video conference, at the City's option, on a weekly basis during the period three (3) months before and two (2) months after the Date of Commencement of Service and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer Service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal Office Hours and shall be supervised by the Contractor's staff.

4.1.24 Collection/Disposal Restrictions

Unless otherwise directed by the City, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement with the County), shall be delivered to the King County Disposal System in compliance with all King County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 6.1. Contractor shall be liable and legally responsible for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material; provided, however, that the residual is appropriately disposed of within the King County Disposal System. The processing of such Recyclable material shall only be undertaken with the prior written approval of the County and the City and in accordance with the Solid Waste Interlocal Agreement between the County and the City. Contractor in all such instances shall charge Customers no more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no higher than those provided for in Exhibit B.

4.1.25 Emergency Response

Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B.

Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 4.3.4. Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA), and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

4.1.26 Vacation Service Stops

Single-Family Residential Customers shall have the option of stopping collection services if their Residence will be vacant for more than four (4) consecutive weeks. The Customer shall not be charged for services during the vacation stop period. The Contractor may charge a standby fee as provided for in Exhibit B for vacation service stop exceeding ninety (90) Days.

4.1.26 Violation of Ordinance

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the Containerization, collection, removal and disposal of Garbage, Recyclables and Compostables.

4.2 Collection Services

4.2.1 Single-Family Residence Garbage Collection

4.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence Customers in, and properly prepared and contained materials adjacent to, Garbage Carts, Cans, and bags.

4.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no additional charge as part of the Customer-chosen service level. Garbage Containers shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) Days of the Customer's initial request. Each Customer's initial Container must be a Contractor-provided Container, provided that Garbage in excess of the Customer's initial Container may be bundled or placed in a Customer-owned Can or plastic bag.

4.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

1. Ten (10) gallon Micro-can;
2. Twenty (20) gallon Garbage Cart;
3. Thirty-two (32) gallon Garbage Cart;
4. Forty-five (45) gallon Garbage Cart;
5. Sixty-four (64) gallon Garbage Cart; and
6. Ninety-six (96) gallon Garbage Cart.

The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) gallon Cart.

Carry-out surcharge fees shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access, unless otherwise provided for in this Contract. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three collection streams.

Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no additional charge to the Customer. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position. Overweight Containers shall be left at the Curb and tagged with written notification as to why it was not collected.

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than one (1) business day prior to that Customer's regular collection. If a Customer specifies no Extra Units, than such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible.

The Contractor shall offer Single-Family Residential Customers an On-Call clean-up program that allows each Single-Family Customer to place up to one (1) cubic yard of Garbage once each year at the Curb for collection on the Customer's regular collection day, provided that any individual item is no larger than three feet (3') by three feet (3') and weighs no more than sixty-five (65) pounds, plus two (2) non-

appliance bulky items such as couches or large chairs. The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year, unless they pay for regular Extra Units or Bulky Waste collection service.

4.2.2 Single-Family Residence Recyclables Collection

4.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of Garbage collection services, at no additional charge. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2').

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Exhibit C list.

4.2.2.2 Containers

The Contractor shall provide collection Recycling Containers to Customers at no charge. The default Recycling Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32) or sixty-four (64) gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the standard ninety-six (96) gallon Recycling Cart. A Customer may request and receive from the Contractor one additional Recycling Cart at no additional charge.

Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements or additional Carts, or Customers that had previously rejected their Recycling Cart, within seven (7) Days of the Customer's initial request.

4.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection Service.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Recyclables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Garbage rates in Attachment B shall be increased by \$3.62/month (adjusted as provided below). The \$3.62/monthly amount shall be subject to the same CPI adjustments that are applied to the collection fee component of Contractor's rates under Section 5.3.1.

The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to

use their own Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

4.2.3 Single-Family Residence Compostables Collection

4.2.3.1 Subject Materials

The Contractor shall provide subscription-based (user fee-based) Compostables collection services to requesting Single-Family Customers.

4.2.3.2 Containers

A Compostables Cart shall be provided to all Single-Family Compostable service Customers. Compostable service Customers shall be provided a kitchen Food Scraps composting starter kit upon request, including a kitchen container, one roll of compostable bag liners, and instructional materials. The contents of the starter kit shall be approved by the City prior to distribution. Customers shall be limited to one starter kit per Customer.

The default Compostables Cart size shall be ninety-six (96) gallons, with thirty-two (32) gallon and sixty-four (64) gallon sizes available upon request. The first Compostables Carts shall be provided as part of the service. A second Compostables Cart may be rented from the Contractor, at the rental rate provided in Exhibit B.

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) Days of the Customer's initial request. The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge, upon Customer or City request. Additional cleaning shall be available to Customers upon request at the charges listed in Exhibit B.

4.2.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected every-other-week on the same day as Residential Garbage and Recyclables collection. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of one hundred-ninety-two (192) gallons per collection cycle may be charged at the additional Cart rate (if that Customer has ordered one or more additional Compostables Carts) or as Compostables Extra Units in thirty-two (32) gallon increments in accordance with Exhibit B.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Compostables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Compostables rates in Attachment B shall be increased by \$3.45/month (adjusted as provided below). The \$3.45/monthly amount shall be subject to the same CPI adjustments that are applied to the collection fee component of Contractor's rates under Section 5.3.1

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided, upon Customer request, durable labels by the

Contractor that clearly identify the Container's contents as Yard Debris. Food Scraps shall be contained in the initial Compostables Cart and only Yard Debris shall be placed in bags, bundles, or Cans.

Upon direction from the City, for two (2) collection cycles immediately following a City-designated storm event, up to ninety-six (96) additional gallons of containerized, bundled, or bagged Compostable storm debris shall be accepted with regular quantities of Compostables without additional charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. This service shall be available only to Compostables service subscribers and shall be limited to no more than three (3) events per year.

Unflocked, undecorated, natural holiday trees (Christmas Trees) will be collected at no additional cost on the first full week of scheduled Compostable materials collection each year from all Single-Family and Multifamily Residences in the City if prepared as two feet (2') by two feet (2') by four feet (4') sections or bundles.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided.

4.2.4 Multifamily and Commercial Customer Garbage Collection

4.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

4.2.4.2 Containers

Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and one (1) through six (6) cubic yard compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City. Customer-owned or Customer-leased Detachable Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor's equipment. The Contractor shall provide locks for Containers at no additional charge upon [Customer or City](#) request.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily and Commercial Customers. However, not all collection sites within the Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Containers shall be delivered by the Contractor to requesting Multifamily and Commercial Customers within three (3) business days of the Customer's initial request.

4.2.4.3 Specific Collection Requirements

Collections from both Multifamily and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

The Contractor shall not charge fees for either opening gates or unlocking Containers. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Garbage collection at no additional charge. Additional roll-out charges may be assessed in ten foot (10') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

Multifamily and Commercial Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by the City.

4.2.5 Multifamily and Commercial Recyclables Collection

4.2.5.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers utilizing permanent Drop-box Collection services), shall be collected without limit as part of the Garbage collection services without extra charge. The Contractor may decline to collect Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

4.2.5.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily and Commercial Customers requesting Containers.

The Contractor shall encourage and promote participation in Recyclables and Compostables services and shall recommend appropriate relative Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers instead of multiple Carts at Multifamily sites where more than one (1) cubic yard of Recycling capacity is provided, unless constraints favor the use of Carts. The Contractor shall provide locks for Containers at no additional charge upon Customer or City request. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) business days of the Customer's initial request.

4.2.5.3 Specific Collection Requirements

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently (but ideally not more than three times per week) if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

The Contractor shall not charge fees for opening gates, moving Containers, or unlocking Containers.

4.2.6 Multifamily and Commercial Customer Compostables Collection

The Contractor shall provide subscription-based (user fee-based) Compostables collection services to requesting Multifamily and Commercial Customers.

4.2.6.1 Subject Materials

The Contractor shall provide collection of Compostables from any requesting Multifamily or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Containers including contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

4.2.6.2 Containers

Carts shall be provided to subscribers as part of the service at no additional charge. The Contractor shall offer regular thirty-two (32) gallon, sixty-four (64) gallon, and ninety-six (96) gallon Compostable Carts at the rates set forth in Exhibit B. The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge, upon Customer or City request. Additional cleaning shall be available to Customers upon request at the charges listed in Exhibit B. Compostables Carts shall be delivered by the Contractor to Multifamily and Commercial Customers within three (3) business days of a Customer's initial request.

4.2.6.3 Specific Collection Requirements

Multifamily and Commercial Customer Compostables collection shall occur weekly or twice-weekly, as subscribed for and requested by the Customer. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

4.2.7 Permanent Drop-Box Container Garbage Collection

4.2.7.1 Subject Materials

The Contractor shall provide permanent Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer. For the purposes of this Section, a permanent

Drop-Box Container Customer is a Customer who retains service for more than ninety (90) Days and has their Container hauled at least once per calendar month.

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for Recycling services per Section 4.2.5. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor will charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

4.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 4.1.14. Customer-owned or Customer-leased Drop-Box Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor's equipment.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Containers by the Contractor to new and temporary Customers within three (3) business days after the Customer's initial request.

4.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m. PST, and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. PST. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall be delivered to new Customers within one (1) business day of their initial request.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that Contractor deliver material to a facility other than the closest King County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such delivery(ies).

4.2.8 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within three (3) business days after the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include Recycling or Compostables collection and shall not exceed ninety (90) Days in duration, unless the Customer has their Container hauled less than once per calendar month, in which case they will

continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) Days shall subscribe for regular combined Garbage and Recycling service.

4.2.9 Special Event Services

Contractor shall provide temporary Garbage, Recyclables, and Compostables Carts to Customers sponsoring special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Compostables diversion is achieved. Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes of materials disposed of and diverted for recycling and composting.

Contractor shall provide special event services as a bundle, with each event providing collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of the City.

4.2.10 Municipal Services

The Contractor shall provide the services in this Section 4.2.10 at no additional charge to Customers or the City.

If the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, the City will either pay for the additional value of services, limit the provision of services to additional facilities, or adjust Contractor's rates to reflect the excess cost to Contractor in providing such services.

If the City is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to the City at no charge.

4.2.10.1 Street and Park Litter and Recycling

The Contractor shall provide weekly Garbage and Recyclables collection for street litter or recyclables receptacles (including the provision of plastic bags to line the receptacles) within the City.

The Contractor shall provide litter container collection at City parks a minimum of five (5) days per week for all City parks, with up to three parks designated by the City provided collection seven (7) days per week. The City may reduce the collection frequency at some or all parks during the November through February.

4.2.10.2 City Facilities

The Contractor shall provide weekly Garbage, Recyclables and (as appropriate) Compostables collection to all City-owned municipal facilities and parks as a part of this Contract and at no additional charge. As of the date herein, these facilities consist of the following:

FACILITY	ADDRESS
Des Moines City Hall Campus	21650 11 th Avenue South
Police Service Center	21900 11 th Avenue South
Police – South Station	27041 Pacific Highway South #C8
Public Works Service Center	2255 South 223 rd Street
Marina North Lot	22307 Dock Avenue South
Redondo Boat Launch	Redondo Beach Drive South/Redondo Way South
Activity Center	2045 South 216 th Street
Field House Park	1000 South 220 th Street
Beach Park	22030 Cliff Avenue South
Steven J. Underwood Park	21800 20 th Avenue South
Wooten Park	28202 9 th Avenue South
Zenith Park	South 240 th Street/16 th Avenue South
Sonju Park	24728 16 th Avenue South
Sound View Park	402 South 222 nd Street

At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area. If the aggregate applicable rate charge that corresponds with the services provided to all municipal facilities under this agreement at any time exceeds by more than 10% the aggregate applicable rate charge corresponding with the services required for the facilities identified above (each calculated at then-applicable rates), then Contractor shall be entitled to recover the aggregate applicable rate charge for such additional services (calculated at then-applicable rates).

In cases in which Garbage, Recyclables, or Compostables are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables, and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without charge to the City. Occupants or tenants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables, and Compostables.

The Contractor shall provide support to the City for up to ten (10) clean-up events each calendar year to support City code enforcement compliance (“Code Enforcement Clean-Up Events”). At each Code Enforcement Clean-Up Event, the Contractor shall provide a forty (40) yard Drop-box Container (or other size approved by the City) without charge to the City. Contractor shall waive delivery, rental, disposal and other fees for the first ten (10) Code Enforcement Clean-Up Events each year. Contractor shall charge City the then applicable rate for services in excess of the foregoing services. All Source-separated materials shall be properly recycled or composted by the Contractor.

4.2.11 Community Events

The Contractor shall support up to two (2) special drop-off collection events scheduled each year for City residents (proof of residency required) in a location mutually agreed upon between Contractor and City within the Service Area. At each event, the Contractor shall provide Drop-box Containers and/or Detachable Containers for Garbage. The Contractor shall provide all equipment, transportation, and disposal fees at no additional charge to the City.

The Contractor shall provide Garbage, Recycling, and Compostables services for the City-sponsored special events identified below at no additional charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor.

- July 4th Celebration
- Farmer's Market
- Arts Commission Events at Beach Park (up to twelve (12) events annually)
- Waterland Parade

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, subject to the Contractor's verification that such additional services do not create a conflict of interest or violate any legal obligations, and provided that if the City adds more than one event every year, the Contractor shall charge City the then applicable rates for services provided for those additional events.

4.2.12 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and Commercial Customers.

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

Customers must place Bulky Waste at the regular Garbage collection location no more than twenty-four (24) hours prior to collection. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal appliances, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected.

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 4.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 4.1.3, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner.

4.2.13 Excluded Services

This Contract does not include the collection or disposal of Unacceptable Waste.

4.3 Collection Support and Management

4.3.1 General Customer Service

The Contractor shall be responsible for providing all Customer Service functions, including, but not limited to:

1. Answering Customer phone calls and e-mail requests;
2. Requesting at start of service Customer's preference for notification of service changes via out-dialer calls, texts, or e-mails;
3. Informing Customers of current, new, and optional services and charges;
4. Handling Customer subscriptions and cancellations;
5. Receiving and resolving Customer complaints;
6. Dispatching Drop-box Containers, temporary Containers, and special collections;
7. Billing;
8. Maintaining and updating regularly as necessary a user-friendly internet website; and
9. Maintaining and updating regularly as necessary a user-friendly website compatible with mobile devices.

These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Exhibit B.

4.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site. Call center operations may be remotely provided, but shall be based within the United States of America. The Contractor's call center shall be open and available with Customer Service representatives during Call Center Hours. Customer calls shall be taken during Call Center Hours by a person, not by voicemail. Outside of Call Center Hours, the Contractor shall have an answering or voicemail service available to record messages from all incoming phone calls.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for City use during all hours, including normal Office Hours. Inability to reach the Contractor's staff via the emergency phone numbers shall be cause for performance fees in accordance with Section 6.1.2.

4.3.2.1 Customer Service Representative Staffing

During Call Center Hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from all Customers without delay. If incoming phone calls necessitate,

the Contractor shall increase staffing levels as necessary to meet Customer Service demands. The Contractor shall provide and publicize a phone number capable of handling service-related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than phone, including letters, e-mails, text messages, social media messages, or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth (4th) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the transition and implementation period shall be subject to the City's prior review and approval.

4.3.2.2 City Customer Service

The Contractor shall maintain local staff that has management level authority to provide a point of contact during Office Hours for the majority of inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

1. Assisting staff with promotion and outreach to Single-Family Residences, Multifamily, Commercial Customers, and special events;
2. Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and
3. Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues.

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed, and shall return messages (phone, mobile messaging, or e-mail) within four (4) hours of the City's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

Should the Contractor fail to meet the City expectations for Customer Service as described herein, the Contractor shall be assessed performance fees in accordance with Section 6.1.

4.3.2.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any phone calls received through the Contractor's non-Call Center Hours voicemail or answering service shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic communication, and service requests within the times established throughout this Contract for various service requests. If a

longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer Service log shall be available for inspection by the City, or its designated representatives, during the Contractor's Office Hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or other City-approved format) of software to the City with the monthly report.

4.3.2.4 Handling of Customer Calls

All incoming phone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No phone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than 10% of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages that are applicable to services provided under this Contract and not misleading to Customers.

A Customer shall be able to talk directly with a Customer Service representative when calling the Contractor's Customer Service phone number during Office Hours without navigating an automated phone answering system that takes longer than sixty (60) seconds to navigate. An automated voicemail service or phone answering system may be used when the office is closed. Customer Service representatives shall provide accurate and applicable information, and shall not provide confusing, inaccurate, or misleading information.

4.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the phone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) Days to implement the corrective measures, except during the transition and implementation period from thirty (30) Days prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have seven (7) Days to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees pursuant to Section 6.1 assessed against the Contractor.

4.3.2.6 Contractor Website

The Contractor shall maintain a mobile compatible website containing information specific to the City's collection programs, including the following information at a minimum:

1. Contact information, noting available hours for each contact method;
2. Collection schedules;
3. Current day of collection map;
4. Material preparation requirements;
5. Available services and options;
6. Rates and fees for all sectors and services;
7. Holiday scheduled and resulting delays in collections;

8. Inclement weather service changes;
9. Current education and outreach materials;
10. Translation options available; and
11. Other relevant service information for its Customers.

The Contractor website shall provide the following functions for Customers to:

1. Obtain day-of-service information;
2. Report issues and receive a tracking number to monitor progress on their issue;
3. Chat/instant message with a Customer Service agent rather than talk if desired;
4. Connect to voice services for Customer Service;
5. Review and pay bills;
6. Manage services; and
7. Switch service levels or order additional services;

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient communications manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of Container set-out) shall be implemented as soon as possible but not more than three (3) hours from of the time of request. Changes requested by the City that include a graphical component must be implemented within five (5) Days of the time of the request.

The Contractor shall provide timely updates to the website, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into up to three additional languages designated by the City. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. Any Customer data collected in the course of performing functions of this Contract shall be provided to the City upon request, but shall not be sold or otherwise provided to any other party, including affiliates of the Contractor.

4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

The Contractor's Customer Service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-Family Residence, Multifamily and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and

options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, disposal and recycling options for items not accepted by Contractor, and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be forwarded to the City for response.

The Contractor's Customer Service representatives shall have instantaneous electronic access to Customer Service data and history to assist them in providing excellent Customer Service. The Contractor shall provide the City with internal Customer Service representative training and support information specific to the City to allow the City to review and check information provided to Customer Service representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved in writing (e-mail is acceptable) by the City prior to being used by Customer Service representatives.

4.3.2.8 Customer Communications

All Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, social media, website, mailed materials, printed materials, and other avenues of planned communications.

The City and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust Customer Service expectations to match Customer preferences. For example, if call traffic to the Contractor's phone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of Customer Service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer Service delivery.

4.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every-other-month or quarterly, and Multifamily and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters include, but are not limited to the service period, invoice date, due date, late fee date, reminder date(s), Container removal and stop-service date. The City reserves the right to review and provide feedback on the bill template used by the Contractor as to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees in Exhibit B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under policies and amounts that have been previously approved in writing by the City. The Contractor may stop service to delinquent accounts with the prior approval of the City.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain that information.

The Contractor shall be responsible for the following:

1. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
2. Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
3. Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer Service contact information and website information;
4. Generating bills that clearly state the date at which late fees will be assessed for non-payment;
5. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by the City;
6. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any Customer payments;
7. Accepting, processing, and posting payment data each business day;
8. Accepting bill inserts from the City for specific Customer sectors;
9. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history;
10. Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
11. Collecting unpaid charges from Customers for collection services; and
12. Implementing rate changes as specified in Section 5.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer Service, service levels, and billing history) database. The Contractor shall ensure that, at a minimum, a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The City shall have unlimited rights to use such account servicing database for the purpose of developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) Days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

4.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no additional charge to the City. In

addition, the Contractor shall allow City access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage, Recyclables, and/or Compostables facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the terms of the Contract are being met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel form. Links to websites or company database functions do not fulfill the requirements of this section.

4.3.4.1 Monthly Reports

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21st) Day of the following month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include a report for each of the following topics that is clearly labeled and identified by topic:

1. A log of all Customer complaints including Customer name, property name and address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-Family, Multifamily, and Commercial accounts by service level/Container size, and service frequency.
3. Report from the Contractor's Customer Service phone system showing total call volume, total calls answered, and average speed of answer.
4. Website utilization report showing total number of Customers managing their services on-line, total number of messages received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multifamily and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables quantities by commodity including contamination levels and processing residues disposed as Garbage, and notice of any significant changes in market value, if any.
7. A list of Commercial Customers with Recyclables collection, including monthly Garbage Container capacity and monthly Recyclables Container capacity.
8. A description of any vehicle accidents, infractions, and reported leaks.
9. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), Customer Service or other related activities affecting the provision of services.
10. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
11. A description of Contractor activities and tonnages for City services and events.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and

quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field-testing by the Contractor.

4.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. A list of Multifamily Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
7. A list of Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
8. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
9. A sustainability report.

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

4.3.4.3 Ad Hoc Reports

The City may request and receive from the Contractor up to six (6) ad hoc reports each year, at no additional charge to the City. These reports may include Customer Service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and with Microsoft software (or other City-approved software) compatibility within thirty (30) days of the request. These reports shall not require the Contractor to expend more than fifty (50) staff hours per year to complete.

4.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Contract Term.

4.3.5 Promotion and Education

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, distributing City-developed promotional and educational pieces at the City's direction, and implementing ongoing recycling promotions, education, and outreach programs at the direction of the City.

Each year, the Contractor shall deliver an annual comprehensive service guide to each Single-Family Residential, Multifamily, and Commercial Customers which shall include, at a minimum, information on the proper preparation and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and Hazardous Wastes; collection guidelines; contact information; applicable services from this Contract; translation resources; assistance available from the Contractor; and any other pertinent information. The default distribution shall be a paper copy delivered to the Customer, with a Customer option to receive the service guide electronically instead of a hard copy.

New Customers shall receive a welcome packet comprised of materials from the comprehensive service guide for their sector. Customers may choose electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days.

Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences and revisions to the Contractor's contamination reduction program (Section 4.1.11.1). Promotion and education materials may include inserts in Garbage bills, newsletters, e-newsletters, email blasts, social media posts, website content, cart hangers/tags, door hangers, postcards, interior posters, exterior signs, and other avenues directed by the City. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, however the Contractor shall be responsible for all design and development work, subject to City approval.

The Contractor shall provide translations of the proper preparation and disposal of Garbage, Recyclables, and Compostables into up to three additional languages designated by the City.

Promotion, education and outreach materials shall be clear, accurate, reflective of the Contract and industry, contain professional visual graphics, be free of misleading information or typographical errors, and include translation information. All promotion and education materials provided to Customers by the Contractor shall be approved in advance by the City. The Contractor shall provide the City with a minimum of a one (1) week advance review period for social media posts, email blasts, and electronic promotion, and minimum of a two (2) week advance review period for all printed materials. All edits and design changes shall be completed at Contractor's expense.

All printed materials shall be printed on minimum thirty percent (30%) post-consumer recycled paper and have sufficient copies to fulfill requests from Customers and the City. Electronic copies of materials shall be provided to the City and posted on the Contractor's website with file size not to exceed 2 MB each.

The Contractor shall attend a minimum of two community events per year in the Service Area to provide an educational booth for event attendees. Events shall be selected in coordination with the City and may include City-sponsored events/festivals, farmers markets, block parties, or other community gatherings.

The Contractor shall contact the manager or owner of all Multifamily sites within the Service Area by phone and/or in-person visits to encourage Recycling and Composting participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available Recycling and Composting services and ways to decrease Garbage generation. The Contractor shall provide copies of educational materials, including translated versions, and reusable tote bags for each resident upon request of the City or the Multifamily manager or owner. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

4.3.6 Transition to Next Contractor

In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 4.1.14.3, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) Days written notice from the City. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide either the City or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to the City in Microsoft Excel format (or other City-approved format) within seven (7) Days of the City's request.

Failure to fully comply with this Section 4.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

5. COMPENSATION

5.1 Compensation to the Contractor

5.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B. Senior low-income and/or disabled resident discounts of twenty-five percent (25%) shall be offered to Single-family Residential Customers meeting the City's eligibility criteria. The City shall provide the Contractor with a list of eligible accounts and shall update the list as revisions are made. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor.

In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as

approved by the City, such approval to not be unreasonably withheld. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

The City is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract, or for services the City obtains as a Customer.

In the event that Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs within the Puget Sound region if the Contractor does not operate in an adjacent WUTC tariff area. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

5.1.2 Itemization on Invoices

All applicable City, County, and State solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B, except that the City Administrative Fee shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

The Contractor shall not charge separately for the collection of Source-Separated Recycling collection.

Charges for excess Garbage or Compostables, Single-family, Multifamily and Commercial Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Exhibit B.

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten percent (10%) and the current state excise tax on the disposal component.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Exhibit B. In no case shall Customers be separately charged sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 5.3.2), Garbage collection service level shifts, or other changes affecting the collection system.

5.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of forty-nine thousand dollars (\$49,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee of eleven percent (11%) on or before the fifteenth (15th) day of each month during the term of this Contract, starting the month following the initiation of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad debt recovery.

The City may implement or change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the State excise tax (1.75% in 2022), as may be adjusted from time to time by the State.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 8.10, Permits and Licenses.

5.3 Compensation Adjustments

5.3.1 Initial and Annual CPI Service Component Modification

The collection fee component of the Contractor's service fees contained in Exhibit B, and the miscellaneous fees and charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge effective January 1, 2025, will be based on the CPI for the twelve (12) month period ending June 30, 2024.

Beginning January 1, 2025, the Contractor's collection fee component shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2024.

In the event that the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. In the event that the CPI index series increases over five percent (5%) year-to-year, the actual adjustment used shall be capped at five percent (5%). Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

Adjustments under this Section 5.3.1 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall be truncated and not be considered when making adjustments.

In the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period and the Contractor may not appeal this action. On the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1st of the following year. An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

5.3.2 Changes in Disposal Fees

Periodic adjustments shall be made to the disposal fee component of the Contractor's service fees contained in Exhibit B to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in the County disposal fees, the disposal fee component of each service fee charged to Customers shall be adjusted by the percentage increase or decrease in the County disposal fees. Disposal fee changes shall be effective on the date of the County's implementation, provided that the Contractor has provided Customers forty-five (45) Days notification. An example of rate modifications due to Garbage disposal fee changes is provided in Exhibit D.

If the County changes its method of funding the County solid waste management system, the City and Contractor agree to modify the method of customer billing as appropriate, in a revenue neutral manner.

If Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 5.3.1 due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Compostables processing costs.

5.3.3 Changes in Disposal or Compostables Processing Sites

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is no longer be able to find a processing site for all collected Compostables, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected components of Compostables, such as Food Scraps, from the Contract and the City and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Compostables or the site that was originally used for processing Compostables is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

5.3.4 New or Changes in Existing Taxes

If new municipal, county, regional, or State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment.

5.3.5 Changes in Service Provision

In the event that either the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of the City, the Contractor shall promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) Days of the subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

5.4 Change in Law

Except to the extent addressed otherwise in this Contract, changes in federal, State, or local laws or regulations that result in a significant change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, with such approval not to be unreasonably withheld. If the City requires review of financial or other information in conducting its rate review under this provision, then the City may retain a third-party to review such information at the Contractor's expense, taking whatever steps are appropriate and lawful to protect the Contractor's documents identified as confidential and proprietary by the Contractor.

6. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer Service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 6.1 details infractions subject to performance fees and Section 6.2 details default provisions and procedures.

6.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present an incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 6.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 4.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	One hundred dollars (\$100) per incident, not to exceed five hundred dollars (\$500) per vehicle per Day.
3	Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of Contractor knowledge of such release.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	City observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs (and potential code fines/penalties).
5	Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per Day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day of notification.	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per vehicle per Day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day;

	Action or Omission	Performance fees
	inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	one thousand dollars (\$1,000) if not collected by the following Day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, Carts, bags, or boxes.	One thousand dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver or remove Containers within three (3) business days of request to Multifamily or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver or remove Garbage, Recyclables, or Compostables Containers within seven (7) Days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual, monthly, or ad hoc report on time.	Five hundred dollars (\$500) per Day past deadline.
14	Failure to maintain clean, sanitary, properly painted, and properly labeled Containers.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain Contract-compliant vehicles.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer Service answer and on-hold time performance requirements.	One hundred dollars (\$100) per Day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per Day until the service standards listed in Section 4.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.

	Action or Omission	Performance fees
19	Failure to include City-authorized instructional/promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required City-authorized labels on Containers.	One hundred dollars (\$100) per incident.
20	Failure to separate collection of Recyclables materials from Service Area Customers from non-Service Area customers.	Five thousand dollars (\$5,000) per route per day.
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 4.1.13.	One hundred dollars (\$100) per placard per vehicle per Day.
22	Inability to reach the Contractor's staff via the emergency phone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized labels, or lack of required labels on Contractor-provided Containers.	One hundred dollars (\$100) per Container.
24	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per Day.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 6.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) Days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor in writing to the City within ten (10) Days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. The City's decision shall be final and not subject to appeal.

6.2 Contract Default

The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive Days at any time during the term of this Contract, except as provided pursuant to Section 4.1.18;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, state, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;

3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Containers, bags, or boxes in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees pursuant to Section 6.1 in excess of fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption pursuant to Section 4.1.18.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) Days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) Days prior written notice, the City shall promptly notify the Contractor of its intent to exercise its rights. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract effective immediately.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) Days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) Days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the Services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from Contractor and the surety on Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract services

furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default.

If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

7. NOTICES

All notices required or contemplated by this Contract shall be in writing and personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by the City:

To City: City Manager
City of Des Moines
21630 11th Avenue S, Suite A
Des Moines, WA 98198

To Contractor: Recology King County, Inc.
801 S. Fidalgo St. Suite 100
Seattle, WA 98108

8. GENERAL TERMS

8.1 Collection Right

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or the City -owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

8.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and Service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's Services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted Services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 5.3.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the Term of this Contract.

8.3 Insurance

The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8.3.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance coverage covering any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be named as an additional insured under the Contractor's Pollution Liability insurance policy.

8.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

8.3.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies, via blanket-form endorsement.

2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after Contractor endeavors to provide thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

8.3.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current AM Best rating of not less than A-VII.

8.3.5 Verification of Coverage

The Contractor shall furnish the City Administrator and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) Days before the Date of Commencement of Service of this Contract.

8.3.6 Subcontractors

Contractor will request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation in accordance with applicable law or regulation, Employer's Liability with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and Automobile Liability insurance with limits of \$1,000,000.

8.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by the City in the amount of seven hundred and fifty thousand dollars (\$750,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new bond(s) to the City no less than sixty (60) Days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) Days before its expiration.

8.5 Indemnification

8.5.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives and agents, from any and all third party claims or suits, and any damages, costs, judgments, awards or liability resulting from such claims or suits, (a) for injury or death of any person or damage to property to the extent the same is caused by the actual or alleged

negligent acts or omissions, or willful misconduct, of Contractor, its agents, servants, representatives, officers, or employees in the performance of this Contract and any rights granted hereunder, or b) to the extent such claim or demand is caused by Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder. This indemnity under subsection 8.5.1(b) includes each of the following to the extent the same is caused by Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws: (i) liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste; (ii) damages to natural resources caused by Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages; (iii) liability for any other person's costs of responding to such release by Contractor of Hazardous Waste; and (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by Contractor's release of Hazardous Waste. Provided, however, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its agents, employees, official, officers, contractors or subcontractors.

8.5.2 Process

In the event any claim for such damages be presented to or filed with the City, the City shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim. In the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Contractor thereof, and Contractor shall defend such claim at its sole cost and expense and with legal counsel agreed to by the City; provided, Contractor shall not settle any such suit or action without the express written agreement by the City. The indemnification obligations set forth herein shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's written consent, prior to the culmination of any litigation or the institution of any litigation. The City also has the right to defend or participate in the defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of other compromise unless it has consented thereto in writing.

The provisions contained herein have been mutually negotiated by the Parties. Solely to the extent required to enforce the indemnification provisions of this Section 8.5.1, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

The provisions of this Section 8.5 shall survive the termination or expiration of this Contract.

8.6 Confidentiality of Information

Pursuant to the Washington Public Records Act (“PRA”), chapter 42.56 RCW, public records, as defined by the PRA may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any documents Contractor-provided documents that have been identified as confidential and proprietary, it shall promptly notify the Contractor in writing regarding the public records request. The City will give the Contractor ten (10) business days after such notification within which to obtain a court order prohibiting the release of the documents. The City assumes no contractual obligation to enforce any exemption under the PRA.

8.7 Assignment of Contract

8.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor’s performance bond and providing at least thirty (30) day’s prior written notice to the City of such assignment or pledge together with a copy of the surety’s approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor’s assets to secure the Contractor’s obligations under any loan or credit facility entered into by the Contractor or the Contractor’s parent.

8.7.2 Assignment, Subcontracting, and Delegation of Duties

The Contractor shall not assign or subcontract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the City’s sole discretion.

In the event of an assignment, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For the purposes of this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

8.7.3 Change of Trade Name

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) Days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in performance fees assessed against the Contractor in accordance with Section 6.1.

8.8 Laws to Govern/Venue

This Contract shall be governed by the laws of the State both as to interpretation and performance. Venue shall be the County Superior Court.

8.9 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, State, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the City, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, gender identity, or other circumstances as may be defined by federal, State, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, State, and local health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

8.10 Permits and Licenses

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, State, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

8.11 Relationship of Parties

The City and Contractor intend that an independent contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

8.12 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

8.13 Bankruptcy

It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on or after the day and time the order for relief is entered.

8.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, State statutory changes, or County rule changes, State or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the

Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.1.16, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment or addendum executed by authorized representatives of the City and the Contractor.

8.15 Force Majeure

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor'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.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by phone and e-mail, on or promptly after the Force Majeure is first known, followed within seven (7) Days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 4.1.7.

8.16 Severability

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

8.17 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

8.18 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8.19 Dispute Resolution

The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to both the City and the Contractor. All costs of mediation, including the City's attorneys' fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation. In the event of litigation, the prevailing party in the suit shall be entitled to attorney fees.

8.20 Entirety

This Contract and the exhibits affixed hereto and herein incorporated by reference represent the entire agreement between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

RECOLOGY KING COUNTY, INC.

CITY OF DES MOINES

By _____

By _____
City Manager

Approved as to Form:

By _____
City Attorney

EXHIBITS

EXHIBIT A: Service Area

EXHIBIT B: Contractor Rates

EXHIBIT C: Recyclables List

EXHIBIT D: Rate Modification Examples

EXHIBIT A
Service Area

City of Des Moines
Street Map with
Points of Interest



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EXHIBIT B
Contractor Rates

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	2024 Service Fee	Admin Fee 11%	B & O Tax 1.75%	Final Revised Rates	
Monthly Residential Curbside Service	One 32/35 gallon Garbage Cart	22.22	\$ 1.72	\$ 12.04	\$ 13.76	\$ 1.51	\$ 0.02	\$ 15.29	
	One 10 gallon Garbage Microcan	5.13	\$ 1.72	\$ 12.04	\$ 13.76	\$ 1.51	\$ 0.02	\$ 15.29	
	One 20 gallon Garbage Cart	12.08	\$ 4.04	\$ 16.06	\$ 20.10	\$ 2.21	\$ 0.03	\$ 22.34	
	One 32/35 gallon Garbage Cart	19.32	\$ 6.45	\$ 19.93	\$ 26.38	\$ 2.90	\$ 0.05	\$ 29.33	
	One 60/64 gallon Garbage Cart	38.64	\$ 12.91	\$ 26.28	\$ 39.19	\$ 4.31	\$ 0.07	\$ 43.57	
	One 90/96 gallon Garbage Cart	57.96	\$ 19.37	\$ 32.60	\$ 51.97	\$ 5.71	\$ 0.09	\$ 57.77	
	Garbage Extras (32 gallon equivalent)				\$ 6.31	\$ 0.69	\$ 0.01	\$ 7.01	
	One 32/35 gallon Recycling Cart		\$ -	\$ 9.20	\$ 9.20	\$ 1.01	\$ 0.01	\$ 10.22	
	One 60/64 gallon Recycling Cart		\$ -	\$ 12.39	\$ 12.39	\$ 1.36	\$ 0.02	\$ 13.77	
	One 90/96 gallon Recycling Cart		\$ -	\$ 15.54	\$ 15.54	\$ 1.70	\$ 0.02	\$ 17.26	
EOW Residential Recycling Only Service	Recycle Extras (32 gallon equivalent)								
	Miscellaneous Fees:								
	EoW Yard Debris service				\$ 11.73	\$ 1.29	\$ 0.02	\$ 13.04	
	Yard Debris/Foodwaste Extras (32 gallon equivalent)				\$ 3.06	\$ 0.33	\$ -	\$ 3.39	
	96 Gallon Extra Yard Debris Cart Rental				\$ 2.49	\$ 0.27	\$ -	\$ 2.76	
	Compostable Bag Lining Fee (per occurrence)				\$ 1.62	\$ 0.17	\$ -	\$ 1.79	
	Return Trip				\$ 9.98	\$ 1.09	\$ 0.01	\$ 11.08	
	Carry-out Charge, per 25 ft, per month				\$ 6.65	\$ 0.73	\$ 0.01	\$ 7.39	
	Drive-in Charge, per month				\$ 9.98	\$ 1.09	\$ 0.01	\$ 11.08	
	Overweight/Oversize container (per p/u)				\$ 5.65	\$ 0.62	\$ 0.01	\$ 6.28	
	Redelivery of containers				\$ 16.62	\$ 1.82	\$ 0.03	\$ 18.47	
	Cart Cleaning (per cart per event)				\$ 16.62	\$ 1.82	\$ 0.03	\$ 18.47	
	Sunken Can Surcharge per month				\$ 12.45	\$ 1.36	\$ 0.02	\$ 13.83	
	Standby Fee (vacation service stop exceeding 90 days)				\$ 2.00	\$ 0.22	\$ -	\$ 2.22	
	On-Call Bulky Waste Collection	White Goods, except refrigerators		\$ 25.69	\$ 54.27	\$ 79.96	\$ 8.79	\$ 0.15	\$ 88.90
		Refrigerators/freezers		\$ 25.69	\$ 54.27	\$ 79.96	\$ 8.79	\$ 0.15	\$ 88.90
		Sofas, Chairs		\$ 25.69	\$ 54.27	\$ 79.96	\$ 8.79	\$ 0.15	\$ 88.90
		Mattresses		\$ 25.69	\$ 54.27	\$ 79.96	\$ 8.79	\$ 0.15	\$ 88.90
Weekly Commercial/MF and Multi-Family Can and Cart	Service Level				Total Service Fee	Admin Fee	B & O Tax	Final Revised Rates	
	One 20 gallon Garbage Cart	11.68	\$ 4.12	\$ 29.69	\$ 33.81	\$ 3.71	\$ 0.06	\$ 37.58	
	One 32/35 gallon Garbage Cart	18.69	\$ 6.59	\$ 31.71	\$ 38.30	\$ 4.21	\$ 0.07	\$ 42.58	
	One 60/64-gallon Garbage Cart	37.39	\$ 13.18	\$ 39.99	\$ 53.17	\$ 5.84	\$ 0.10	\$ 59.11	
	One 90/96-gallon Garbage Cart	56.08	\$ 19.77	\$ 47.15	\$ 66.92	\$ 7.36	\$ 0.12	\$ 74.40	
	Garbage Extras (32 gallon equivalent)				\$ 7.14	\$ 0.78	\$ 0.01	\$ 7.93	
	One 96 gallon Yard Debris/Foodwaste service, 1 pickup/week				\$ 22.06	\$ 2.42	\$ 0.04	\$ 24.52	
	One 96 gallon Yard Debris/Foodwaste cart, 2 pickups/week				\$ 44.13	\$ 4.85	\$ 0.08	\$ 49.06	
	One 96 gallon Yard Debris/Foodwaste cart, 3 pickups/week				\$ 66.17	\$ 7.27	\$ 0.12	\$ 73.56	
	One 96 gallon Yard Debris/Foodwaste cart, 4 pickups/week				\$ 88.24	\$ 9.70	\$ 0.16	\$ 98.10	
	One 96 gallon Yard Debris/Foodwaste cart, 5 pickups/week				\$ 110.29	\$ 12.13	\$ 0.21	\$ 122.63	
	Yard Debris/Foodwaste Extras (32 gallon equivalent)				\$ 2.89	\$ 0.31	\$ -	\$ 3.20	
	Weekly Commercial/MF YW/ Only Service	Miscellaneous Fees:							
		Return Trip				\$ 9.98	\$ 1.09	\$ 0.01	\$ 11.08
		Carry-out Charge, per 25 ft, per p/u				\$ -	\$ -	\$ -	\$ -
		Drive-in Charge, per month (per p/u)				\$ 9.98	\$ 1.09	\$ 0.01	\$ 11.08
		Gate and/or unlock fee (per p/u)				\$ -	\$ -	\$ -	\$ -
		Container roll-out, >10 feet (per p/u)				\$ -	\$ -	\$ -	\$ -
Overweight/Oversize container (per p/u)					\$ 5.65	\$ 0.62	\$ 0.01	\$ 6.28	
Redelivery of container					\$ 16.62	\$ 1.82	\$ 0.03	\$ 18.47	
Cart Cleaning (per cart per event)					\$ 16.62	\$ 1.82	\$ 0.03	\$ 18.47	
Commercial/MF Detachable Container (Compacted)	Service Level				Total Service Fee	Admin Fee	B & O Tax	Final Revised Rates	
	1 Cubic Yard, 1 pickup/week (Compacted)	354.00	\$ 118.30	\$ 140.78	\$ 259.08	\$ 28.49	\$ 0.49	\$ 288.06	
	1 Cubic Yard, 2 pickups/week (Compacted)	708.00	\$ 236.59	\$ 281.56	\$ 518.15	\$ 56.99	\$ 0.99	\$ 576.13	
	1 Cubic Yard, 3 pickups/week (Compacted)	1,062.00	\$ 354.89	\$ 422.33	\$ 777.22	\$ 85.49	\$ 1.49	\$ 864.20	
	1 Cubic Yard, 4 pickups/week (Compacted)	1,416.00	\$ 473.20	\$ 563.08	\$ 1,036.28	\$ 113.99	\$ 1.99	\$ 1,152.26	
	1 Cubic Yard, 5 pickups/week (Compacted)	1,770.00	\$ 591.49	\$ 703.86	\$ 1,295.35	\$ 142.48	\$ 2.49	\$ 1,440.32	
	1.5 Cubic Yard, 1 pickup/week (Compacted)	531.00	\$ 177.45	\$ 204.18	\$ 381.63	\$ 41.97	\$ 0.73	\$ 424.33	
	1.5 Cubic Yard, 2 pickups/week (Compacted)	1,062.00	\$ 354.89	\$ 408.37	\$ 763.26	\$ 83.95	\$ 1.46	\$ 848.67	
	1.5 Cubic Yard, 3 pickups/week (Compacted)	1,593.00	\$ 532.34	\$ 612.55	\$ 1,144.89	\$ 125.93	\$ 2.20	\$ 1,273.02	
	1.5 Cubic Yard, 4 pickups/week (Compacted)	2,124.00	\$ 709.79	\$ 816.74	\$ 1,526.53	\$ 167.91	\$ 2.93	\$ 1,697.37	
	1.5 Cubic Yard, 5 pickups/week (Compacted)	2,655.00	\$ 887.24	\$ 1,020.93	\$ 1,908.17	\$ 209.89	\$ 3.67	\$ 2,121.73	
	2 Cubic Yard, 1 pickup/week (Compacted)	708.00	\$ 236.59	\$ 262.93	\$ 499.52	\$ 54.94	\$ 0.96	\$ 555.42	
	2 Cubic Yard, 2 pickups/week (Compacted)	1,416.00	\$ 473.20	\$ 525.87	\$ 999.07	\$ 109.89	\$ 1.92	\$ 1,110.88	
	2 Cubic Yard, 3 pickups/week (Compacted)	2,124.00	\$ 709.79	\$ 788.80	\$ 1,498.59	\$ 164.84	\$ 2.88	\$ 1,666.31	
	2 Cubic Yard, 4 pickups/week (Compacted)	2,832.00	\$ 946.38	\$ 1,051.75	\$ 1,998.13	\$ 219.79	\$ 3.84	\$ 2,221.76	
	2 Cubic Yard, 5 pickups/week (Compacted)	3,540.00	\$ 1,182.97	\$ 1,314.68	\$ 2,497.65	\$ 274.74	\$ 4.80	\$ 2,777.19	
	3 Cubic Yard, 1 pickup/week (Compacted)	1,062.00	\$ 354.89	\$ 380.44	\$ 735.33	\$ 80.88	\$ 1.41	\$ 817.62	
	3 Cubic Yard, 2 pickups/week (Compacted)	2,124.00	\$ 709.79	\$ 760.88	\$ 1,470.67	\$ 161.77	\$ 2.83	\$ 1,635.27	
	3 Cubic Yard, 3 pickups/week (Compacted)	3,186.00	\$ 1,064.68	\$ 1,141.29	\$ 2,205.97	\$ 242.65	\$ 4.24	\$ 2,452.86	
	3 Cubic Yard, 4 pickups/week (Compacted)	4,248.00	\$ 1,419.59	\$ 1,521.74	\$ 2,941.33	\$ 323.54	\$ 5.66	\$ 3,270.53	
	3 Cubic Yard, 5 pickups/week (Compacted)	5,310.00	\$ 1,774.48	\$ 1,902.19	\$ 3,676.67	\$ 404.43	\$ 7.07	\$ 4,088.17	
	4 Cubic Yard, 1 pickup/week (Compacted)	1,416.00	\$ 473.20	\$ 515.48	\$ 988.68	\$ 108.75	\$ 1.90	\$ 1,099.33	
	4 Cubic Yard, 2 pickups/week (Compacted)	2,832.00	\$ 946.38	\$ 1,030.97	\$ 1,977.35	\$ 217.50	\$ 3.80	\$ 2,198.65	
	4 Cubic Yard, 3 pickups/week (Compacted)	4,248.00	\$ 1,419.59	\$ 1,546.44	\$ 2,966.03	\$ 326.26	\$ 5.70	\$ 3,297.99	
	4 Cubic Yard, 4 pickups/week (Compacted)	5,664.00	\$ 1,892.77	\$ 2,061.93	\$ 3,954.70	\$ 435.01	\$ 7.61	\$ 4,397.32	
	4 Cubic Yard, 5 pickups/week (Compacted)	7,080.00	\$ 2,365.97	\$ 2,577.43	\$ 4,943.40	\$ 543.77	\$ 9.51	\$ 5,496.68	
	6 Cubic Yard, 1 pickup/week (Compacted)	2,124.00	\$ 709.79	\$ 705.02	\$ 1,414.81	\$ 155.62	\$ 2.72	\$ 1,573.15	
	6 Cubic Yard, 2 pickups/week (Compacted)	4,248.00	\$ 1,419.59	\$ 1,410.05	\$ 2,829.64	\$ 311.26	\$ 5.44	\$ 3,146.34	
	6 Cubic Yard, 3 pickups/week (Compacted)	6,372.00	\$ 2,129.37	\$ 2,115.09	\$ 4,244.46	\$ 466.89	\$ 8.17	\$ 4,719.52	
	6 Cubic Yard, 4 pickups/week (Compacted)	8,496.00	\$ 2,839.15	\$ 2,820.13	\$ 5,659.28	\$ 622.52	\$ 10.89	\$ 6,292.69	
6 Cubic Yard, 5 pickups/week (Compacted)	10,620.00	\$ 3,548.95	\$ 3,525.15	\$ 7,074.10	\$ 778.15	\$ 13.61	\$ 7,865.86		

Commercial and Multi-Family	Service Level	Pounds	Disposal	Collection	Total	Admin	B & O	Final
		Per Unit	Fee	Fee	Service Fee	Fee	Tax	Revised Rates
	1 Cubic Yard, 1 pickup/week	118.00	\$ 39.43	\$ 94.02	\$ 133.45	\$ 14.67	\$ 0.25	\$ 148.37
	1 Cubic Yard, 2 pickups/week	236.00	\$ 78.87	\$ 188.00	\$ 266.87	\$ 29.35	\$ 0.51	\$ 296.73
	1 Cubic Yard, 3 pickups/week	354.00	\$ 118.30	\$ 282.01	\$ 400.31	\$ 44.03	\$ 0.77	\$ 445.11
	1 Cubic Yard, 4 pickups/week	472.00	\$ 157.73	\$ 376.02	\$ 533.75	\$ 58.71	\$ 1.02	\$ 593.48
	1 Cubic Yard, 5 pickups/week	590.00	\$ 197.17	\$ 470.04	\$ 667.21	\$ 73.39	\$ 1.28	\$ 741.88
	1.5 Cubic Yard, 1 pickup/week	177.00	\$ 59.15	\$ 135.19	\$ 194.34	\$ 21.37	\$ 0.37	\$ 216.08
	1.5 Cubic Yard, 2 pickups/week	354.00	\$ 118.30	\$ 270.38	\$ 388.68	\$ 42.75	\$ 0.74	\$ 432.17
	1.5 Cubic Yard, 3 pickups/week	531.00	\$ 177.45	\$ 405.58	\$ 583.03	\$ 64.13	\$ 1.12	\$ 648.28
	1.5 Cubic Yard, 4 pickups/week	708.00	\$ 236.59	\$ 540.76	\$ 777.35	\$ 85.50	\$ 1.49	\$ 864.34
	1.5 Cubic Yard, 5 pickups/week	885.00	\$ 295.75	\$ 675.96	\$ 971.71	\$ 106.88	\$ 1.87	\$ 1,080.46
	2 Cubic Yard, 1 pickup/week	236.00	\$ 78.87	\$ 172.49	\$ 251.36	\$ 27.64	\$ 0.48	\$ 279.48
	2 Cubic Yard, 2 pickups/week	472.00	\$ 157.73	\$ 345.01	\$ 502.74	\$ 55.30	\$ 0.96	\$ 559.00
	2 Cubic Yard, 3 pickups/week	708.00	\$ 236.59	\$ 517.47	\$ 754.06	\$ 82.94	\$ 1.45	\$ 838.45
	2 Cubic Yard, 4 pickups/week	944.00	\$ 315.46	\$ 689.97	\$ 1,005.43	\$ 110.59	\$ 1.93	\$ 1,117.95
	2 Cubic Yard, 5 pickups/week	1,180.00	\$ 394.32	\$ 862.47	\$ 1,256.79	\$ 138.24	\$ 2.41	\$ 1,397.44
	3 Cubic Yard, 1 pickup/week	354.00	\$ 118.30	\$ 247.10	\$ 365.40	\$ 40.19	\$ 0.70	\$ 406.29
	3 Cubic Yard, 2 pickups/week	708.00	\$ 236.59	\$ 494.22	\$ 730.81	\$ 80.38	\$ 1.40	\$ 812.59
	3 Cubic Yard, 3 pickups/week	1,062.00	\$ 354.89	\$ 741.32	\$ 1,096.21	\$ 120.58	\$ 2.11	\$ 1,218.90
	3 Cubic Yard, 4 pickups/week	1,416.00	\$ 473.20	\$ 988.45	\$ 1,461.65	\$ 160.78	\$ 2.81	\$ 1,625.24
	3 Cubic Yard, 5 pickups/week	1,770.00	\$ 591.49	\$ 1,235.55	\$ 1,827.04	\$ 200.97	\$ 3.51	\$ 2,031.52
	4 Cubic Yard, 1 pickup/week	472.00	\$ 157.73	\$ 313.97	\$ 471.70	\$ 51.88	\$ 0.90	\$ 524.48
	4 Cubic Yard, 2 pickups/week	944.00	\$ 315.46	\$ 627.91	\$ 943.37	\$ 103.77	\$ 1.81	\$ 1,048.95
	4 Cubic Yard, 3 pickups/week	1,416.00	\$ 473.20	\$ 941.87	\$ 1,415.07	\$ 155.65	\$ 2.72	\$ 1,573.44
	4 Cubic Yard, 4 pickups/week	1,888.00	\$ 630.93	\$ 1,255.85	\$ 1,886.78	\$ 207.54	\$ 3.63	\$ 2,097.95
	4 Cubic Yard, 5 pickups/week	2,360.00	\$ 788.66	\$ 1,569.81	\$ 2,358.47	\$ 259.43	\$ 4.54	\$ 2,622.44
	6 Cubic Yard, 1 pickup/week	708.00	\$ 236.59	\$ 447.68	\$ 684.27	\$ 75.26	\$ 1.31	\$ 760.84
	6 Cubic Yard, 2 pickups/week	1,416.00	\$ 473.20	\$ 895.33	\$ 1,368.53	\$ 150.53	\$ 2.63	\$ 1,521.69
	6 Cubic Yard, 3 pickups/week	2,124.00	\$ 709.79	\$ 1,343.00	\$ 2,052.79	\$ 225.80	\$ 3.95	\$ 2,282.54
	6 Cubic Yard, 4 pickups/week	2,832.00	\$ 946.38	\$ 1,790.68	\$ 2,737.06	\$ 301.07	\$ 5.26	\$ 3,043.39
	6 Cubic Yard, 5 pickups/week	3,540.00	\$ 1,182.97	\$ 2,238.34	\$ 3,421.31	\$ 376.34	\$ 6.58	\$ 3,804.23
	8 Cubic Yard, 1 pickup/week	944.00	\$ 315.46	\$ 514.55	\$ 830.01	\$ 91.30	\$ 1.59	\$ 922.90
	8 Cubic Yard, 2 pickups/week	1,888.00	\$ 630.93	\$ 1,029.07	\$ 1,660.00	\$ 182.60	\$ 3.19	\$ 1,845.79
	8 Cubic Yard, 3 pickups/week	2,832.00	\$ 946.38	\$ 1,543.62	\$ 2,490.00	\$ 273.89	\$ 4.79	\$ 2,768.68
	8 Cubic Yard, 4 pickups/week	3,776.00	\$ 1,261.84	\$ 2,058.18	\$ 3,320.02	\$ 365.20	\$ 6.39	\$ 3,691.61
	8 Cubic Yard, 5 pickups/week	4,720.00	\$ 1,577.31	\$ 2,572.71	\$ 4,150.02	\$ 456.50	\$ 7.98	\$ 4,614.50
	Garbage Extras (32 gallon equivalent)				\$ 6.31	\$ 0.69	\$ 0.01	\$ 7.01
	Dumpster Miscellaneous Fees (per occurrence):							
	Return Trip				\$ 16.62	\$ 1.82	\$ 0.03	\$ 18.47
	Roll-out Container over 10 feet (per p/u)				\$ -	\$ -	\$ -	\$ -
Commercial and Multi-Family	Service Level	Pounds	Disposal	Collection	Total	Admin	B & O	Final
		Per Unit	Fee	Fee	Service Fee	Fee	Tax	Revised Rates
	One 20 gallon Garbage Cart	11.68	\$ 0.91	\$ 8.11	\$ 7.80	\$ 0.85	\$ 0.01	\$ 8.66
	One 32/35 gallon Garbage Cart	18.69	\$ 1.45	\$ 8.56	\$ 8.84	\$ 0.97	\$ 0.01	\$ 9.82
	One 60/64 gallon Garbage Cart	37.39	\$ 2.89	\$ 10.69	\$ 12.27	\$ 1.34	\$ 0.02	\$ 13.63
	One 90/96 gallon Garbage Cart	56.08	\$ 4.33	\$ 12.58	\$ 15.45	\$ 1.69	\$ 0.02	\$ 17.16
	1 Cubic Yard Container (Compacted)	354.00	\$ 27.32	\$ 31.90	\$ 59.83	\$ 6.58	\$ 0.11	\$ 66.52
	1.5 Cubic Yard Container (Compacted)	531.00	\$ 40.98	\$ 46.08	\$ 88.13	\$ 9.69	\$ 0.16	\$ 97.98
	2 Cubic Yard Container (Compacted)	708.00	\$ 54.65	\$ 59.10	\$ 115.36	\$ 12.68	\$ 0.22	\$ 128.26
	3 Cubic Yard Container (Compacted)	1,062.00	\$ 81.97	\$ 85.12	\$ 169.82	\$ 18.68	\$ 0.32	\$ 188.82
	4 Cubic Yard Container (Compacted)	1,416.00	\$ 109.29	\$ 115.58	\$ 228.33	\$ 25.11	\$ 0.43	\$ 253.87
	6 Cubic Yard Container (Compacted)	2,124.00	\$ 163.93	\$ 156.18	\$ 326.74	\$ 35.94	\$ 0.62	\$ 363.30
	1 Cubic Yard Container	118.00	\$ 9.10	\$ 22.49	\$ 30.82	\$ 3.39	\$ 0.05	\$ 34.26
	1.5 Cubic Yard Container	177.00	\$ 13.66	\$ 32.28	\$ 44.88	\$ 4.93	\$ 0.08	\$ 49.89
	2 Cubic Yard Container	236.00	\$ 18.22	\$ 41.07	\$ 58.04	\$ 6.38	\$ 0.11	\$ 64.53
	3 Cubic Yard Container	354.00	\$ 27.32	\$ 58.71	\$ 84.38	\$ 9.28	\$ 0.16	\$ 93.82
	4 Cubic Yard Container	472.00	\$ 36.42	\$ 74.33	\$ 108.93	\$ 11.98	\$ 0.20	\$ 121.11
	6 Cubic Yard Container	708.00	\$ 54.65	\$ 105.65	\$ 158.02	\$ 17.38	\$ 0.30	\$ 175.70
	8 Cubic Yard Container	944.00	\$ 72.85	\$ 133.04	\$ 191.68	\$ 21.08	\$ 0.36	\$ 213.12
Commercial and Multi-Family	Service Level (based on pick ups)	Daily	Monthly	Delivery	Haul	Admin	B & O	Final
		Rent	Rent	Fee	Charge	Fee	Tax	Revised Rates
	Non-compacted 10-40 cubic yard Drop-box Daily Rent	\$ 8.33				\$ 0.91	\$ 0.01	\$ 9.25
	Non-compacted 10 cubic yard Drop-box		\$ 83.29			\$ 9.16	\$ 0.16	\$ 92.61
	Non-compacted 15 cubic yard Drop-box		\$ 99.97			\$ 10.99	\$ 0.19	\$ 111.15
	Non-compacted 20 cubic yard Drop-box		\$ 116.61			\$ 12.82	\$ 0.22	\$ 129.65
	Non-compacted 25 cubic yard Drop-box		\$ 133.25			\$ 14.65	\$ 0.25	\$ 148.15
	Non-compacted 30 cubic yard Drop-box		\$ 149.92			\$ 16.49	\$ 0.28	\$ 166.69
	Non-compacted 40 cubic yard Drop-box		\$ 166.57			\$ 18.32	\$ 0.32	\$ 185.21
	Non-compacted 10-40 cubic yard Drop-box			\$ 149.59		\$ 16.45	\$ 0.28	\$ 166.32
	Compacted 10-40 cubic yard Drop-box		\$ 166.21			\$ 18.28	\$ 0.31	\$ 184.80
	Non-compacted 10 cubic yard Drop-box			\$ 233.37		\$ 25.67	\$ 0.44	\$ 259.48
	Non-compacted 15 cubic yard Drop-box			\$ 250.44		\$ 27.54	\$ 0.48	\$ 278.46
	Non-compacted 20 cubic yard Drop-box			\$ 267.26		\$ 29.39	\$ 0.51	\$ 297.16
	Non-compacted 25 cubic yard Drop-box			\$ 284.23		\$ 31.26	\$ 0.54	\$ 316.03
	Non-compacted 30 cubic yard Drop-box			\$ 301.16		\$ 33.12	\$ 0.57	\$ 334.85
	Non-compacted 40 cubic yard Drop-box			\$ 335.08		\$ 36.85	\$ 0.64	\$ 372.57
	Compacted 10 cubic yard Drop-box		\$ 274.91		\$ 30.23	\$ 32.10	\$ 0.52	\$ 305.66
	Compacted 15 cubic yard Drop-box		\$ 291.86		\$ 32.10	\$ 34.07	\$ 0.56	\$ 324.52
	Compacted 20 cubic yard Drop-box		\$ 308.81		\$ 33.96	\$ 36.04	\$ 0.59	\$ 343.36
	Compacted 25 cubic yard Drop-box		\$ 325.77		\$ 35.83	\$ 38.01	\$ 0.62	\$ 362.22
	Compacted 30 cubic yard Drop-box		\$ 342.72		\$ 37.69	\$ 40.00	\$ 0.65	\$ 381.06
	Compacted 40 cubic yard Drop-box		\$ 376.63		\$ 41.42	\$ 44.22	\$ 0.72	\$ 418.77
	Drop-box dry run			\$ 69.24		\$ 7.61	\$ 0.13	\$ 76.98

Temporary Collection Hauling	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge	Admin Fee	B & O Tax	Final Revised Rates
	4 Yard detachable container		520.00	\$ 40.12	\$ 155.10	\$ 195.22	\$ 21.47	\$ 0.37
6 Yard detachable container		780.00	\$ 60.20	\$ 157.82	\$ 218.02	\$ 23.98	\$ 0.41	\$ 242.41
8 Yard detachable container		1,040.00	\$ 80.27	\$ 160.55	\$ 240.82	\$ 26.48	\$ 0.46	\$ 267.76
Non-compacted 10-40 cubic yard Drop-box Hauling					\$ 299.34	\$ 32.92	\$ 0.57	\$ 332.83
Temporary Collection Container Rental and Delivery	Service Level		Daily Rental	Monthly Rental	Delivery Fee	Admin Fee	B & O Tax	Final Revised Rates
	4-8 Yard detachable container		\$ 6.67			\$ 0.73	\$ 0.01	\$ 7.41
4-8 Yard detachable container				\$ 66.47		\$ 7.31	\$ 0.12	\$ 73.90
4-8 Yard detachable container					\$ 116.36	\$ 12.79	\$ 0.22	\$ 129.37
Non-compacted 10-40 cubic yard Drop-box			\$ 8.33			\$ 0.91	\$ 0.01	\$ 9.25
Non-compacted 10 cubic yard Drop-box				\$ 83.11		\$ 9.14	\$ 0.15	\$ 92.40
Non-compacted 20 cubic yard Drop-box				\$ 116.36		\$ 12.79	\$ 0.22	\$ 129.37
Non-compacted 30 cubic yard Drop-box				\$ 149.59		\$ 16.45	\$ 0.28	\$ 166.32
Non-compacted 40 cubic yard Drop-box				\$ 166.21		\$ 18.28	\$ 0.31	\$ 184.80
Non-compacted 10-40 cubic yard Drop-box					\$ 149.59	\$ 16.45	\$ 0.28	\$ 166.32
Miscellaneous Fees:					Per Event			Per Event
Return Trip					\$ 41.55	\$ 4.57	\$ 0.07	\$ 46.19
Stand-by Time (per minute)					\$ 2.66	\$ 0.29	\$ -	\$ 2.95
Drop-box turn around charge					\$ 16.62	\$ 1.82	\$ 0.03	\$ 18.47
Hourly Rates	Service				Per Hour			Per Hour
	Rear/Side-load packer + driver				\$ 207.74	\$ 22.85	\$ 0.39	\$ 230.98
Front-load packer + driver					\$ 207.74	\$ 22.85	\$ 0.39	\$ 230.98
Drop-box truck + driver					\$ 207.74	\$ 22.85	\$ 0.39	\$ 230.98
Additional Labor (per person)					\$ 83.11	\$ 9.14	\$ 0.15	\$ 92.40

EXHIBIT C
Recyclable Materials to be Collected

Recyclable Item	Customer Preparation Instructions	Limitations
Aluminum & Tin – All food and beverage cans, trays, pie tins, and food containers.	Empty, clean, secure lids and place in Recycling Container.	Food and beverage containers must be empty and clean.
Batteries – Button, alkaline, and rechargeable batteries.	Place button and alkaline batteries in sealed plastic bags, and rechargeable batteries in separate sealed plastic bags. Tape ends of all batteries with clear packing tape. Place bags on top of Recycling Container.	Motor vehicle batteries are not accepted.
Coated Paper – All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic containers.	Empty, clean, remove lids, and place in Recycling Container.	Food and beverage containers must be empty and clean.
Corrugated Cardboard – All corrugated cardboard boxes.	Flatten corrugated cardboard boxes and placed in or next to Recycling Container.	No larger than 3' x 3' in size, larger boxes shall be cut down to size.
Electronics & Small Appliances – Small electric appliances such as toasters, blenders, lamps, fans, printers, and DVD players.	Place items on top of Recycling Cart.	Items must be less than two feet (2') by two feet (2') by two feet (2') and sixty (60) lbs. Residential only.
Fluorescent Tubes & CFLs – Unbroken fluorescent tubes and CFL bulbs.	Wrap tubes in several layers of newspaper and seal bulbs in Ziplock bags, and place on top of or next to Recycling Container.	Tubes and bulbs must be unbroken. Tubes longer than four feet (4') will not be collected. Limit two (2) bulbs per pick-up and ten (10) bulbs per year.
Glass Containers – All colored or clear glass jars and bottles.	Empty, clean, remove lids, and place in Recycling Container.	Food and beverage containers must be empty and clean. Incandescent light bulbs, ceramics, and window glass are excluded.
Paper – All mixed paper, colored paper, magazines, phone books, catalogues, newspapers, and advertising supplements.	Place clean, dry paper in Recycling Container.	All paper must be clean.
Plastic Containers – All colors of plastic bottles, jugs, and tubs.	Empty, clean, and place in Recycling Container.	Food and beverage containers must be empty and clean. Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Other Plastics – Plastic food containers and trays, Polycarbonate water bottles such as Nalgene, Polystyrene such as grocery meat trays, plastic buckets such as 5-gallon	Place clean, dry plastics in Recycling Container. Paint pails must be emptied of all paint and CD cases must have paper booklets removed.	

paint pails, plant pots, CD cases, PVC pipe, Garbage Cans, and household plastic items such as laundry baskets, large plastic containers, plastic furniture, and plastic toys.	Garbage Cans must be empty and labeled as "Take".	
Scrap Metal – All ferrous and non-ferrous scrap metal. Free of wood, rubber, and other contaminants.	Small items: Place in Recycling Container or secure (e.g. bundle or box) next to Recycling Container. Large items: Call to request pickup at least twenty-four (24) hours before regular service day.	Small items: Less than two feet (2') by two feet (2') and thirty-five (35) lbs. Less than five percent (5%) non-metal parts. Large items: Larger than two feet (2') by two feet (2'). Call to request pick-up. Residential only.
Styrofoam – Expanded Polystyrene blocks such as picnic coolers and packaging.	Remove all stickers and labels. Secure inside clean plastic bags and affix to Recycling Cart.	"Insta-Paks" or Styrofoam™ packing peanuts not accepted. Residential only.
Textiles – Clothing and household textiles such as sheets, towels, and table cloths.	Textiles must be clean and dry. Place all items in a clear plastic bag on top of or next to Recycle Cart.	Residential only.
Used Motor Oil – Pure motor oil.	Seal uncontaminated motor oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to Recycling Container.	Limit three (3) gallons per pick-up.
Used Cooking Oil – Pure liquid cooking oil of all types (vegetable, canola, etc.).	Seal uncontaminated cooking oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to Recycling Container.	Limit three (3) gallons per pick-up.

EXHIBIT D
Rate Modification Examples

The collection and disposal components of the Customer charges listed in Exhibit B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Exhibit B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The sum of the collection and Administrative Fee components listed in Exhibit B will be increased by the amount of the CPI change (Note that at contract inception the Administrative Fee is set at zero):

$$NCC = PCC \times [1 + (nCPI - oCPI) / oCPI]$$

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June of the previous year.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1: $A = ODC \times (NTF / OTF)$

Step 2: $NDC = A + [(A - ODC) \times CETR]$

- Where
- A = Pre-excise tax adjusted disposal component; and
 - ODC = The old disposal charge component of the customer rate for a particular service level;
 - NTF = The new disposal fee, dollars per ton; and

- OTF = The old disposal fee, dollars per ton; and
- NDC = The new disposal charge component of the customer rate for a particular service level; and
- CETR = Current excise tax rate (the current State excise tax rate; 0.0175 used for this example).

For example, using an initial one 32-gallon Cart rate of \$26.38 per month where \$19.93 is the collection component and \$6.45 is the disposal component as of January 1, 2024. The previous CPI is 100, the new CPI is 105.5, and the disposal fee will increase from \$154.02 to \$160.00 per ton starting on January 1, 2025. The State Excise Tax rate is 1.75% and the Administrative Fee remains at 11%. The January 2025 Customer charge for one 32-gallon Cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$19.93 \times [1 + (105.5 - 100)/100] = \mathbf{\$21.02}$$

New Disposal Component = Step A calculation (as on previous page):

$$[\$6.45 \times (\$160/\$154.02)] = \$6.70$$

Step B calculation (as on previous page):

$$\$6.70 + [(\$6.70 - \$6.45) \times 0.0175] = \mathbf{\$6.70}$$

Thus, the new Customer charge for one 32-gallon Cart per week Residential Curbside service will be the **\$21.02** collection component plus the **\$6.70** disposal component, equaling the new total retail rate of **\$27.72**.