

**City of Deer Park
City Council Agenda
May 20, 2020
7:00 p.m.**

This preliminary agenda is subject to change in order to conduct business in a timely manner.

**Councilmembers will not be physically present at this May 20th meeting per Proclamation 20-28 by the Governor Amending Proclamation 20-05.
To Access the Meeting by Phone Dial 1-669-224-3412 w/Access Code: 805-100-029#**

1. Call to Order

Roll Call:	Mayor Tim Verzal
Councilmember's:	Dee Cragun, Mary Babb, Richie Schut, Caleb Stapp and Ron Scholz
Community Services Director:	Roger Krieger
Clerk/Treasurer:	Deby Cragun

2. Invocation

3. Approval of Agenda

4. Approval of May 06, 2020 regular council meeting minutes

5. New Business

A. Amended and Restated City of Deer Park Contract for Solid Waste Collection Services ~ Waste Management of Washington, Inc.

6. Resolutions

A.

7. Ordinances

A.

8. Consent Agenda

A. Approval of Voucher Claim Check Nos. 38535 through 38572 in the amount of \$276,138.29 for the First Half of May 2020.
B. Declaring Surplus Property from Equipment Inventory and Approving Disposal Method.

9. Report of Departments

10. Report of Officers

11. Adjournment

**City of Deer Park
City Council Minutes
May 06, 2020**

Councilmembers were not physically present at this May 6th meeting per Proclamation 20-28 by the Governor Amending Proclamation 20-05.

Access to the Meeting was by Phone.

Mayor Verzal called the meeting to order at 7:00 p.m. and stated this council meeting of the City Council is being conducted via telephone conference call pursuant to Governor Inslee's Proclamation No. 20-28. Before the roll call for attendance Mayor Verzal went over some telephonic procedures for tonight's meeting.

1. Call to Order

Mayor Verzal conducted a roll call to document telephone attendance. Please respond with an acknowledgment of your presence when your name is called.

Councilmember Cragun – Present
Councilmember Babb – Present
Councilmember Schut – Present
Councilmember Stapp – Present
Councilmember Scholz – Present
City Attorney Chuck Zimmerman – Present
Street Supervisor Brad Wainwright – Present
Airport Manager Darold Schultz - Present

Present with Mayor Verzal at City Hall were City Clerk/Treasurer Deby Cragun and City Community Services Director Roger Krieger.

2. Invocation

The Invocation for tonight's meeting was led by Pastor Tim White from the Tri-County Christian Church.

3. Approval of Agenda

Pursuant to Governor Proclamation 20-28, all matters coming before the City Council for action at this meeting are hereby determined by the City Council to be "necessary and routine."

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE AGENDA.

4. Approval of April 15, 2020 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE APRIL 15, 2020 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

5. Public Hearings ~ See Consent Agenda for Continuation of Public Hearings

Mayor Verzal stated we will address the continuation of these two Public Hearings to June 3, 2020, as part of the Consent Agenda later in this meeting.

- A. Six Year Transportation Improvement Program (Resolution 2020-004)
- B. Vacation of That Portion of Colville Road Right-of-Way between 6th Street and 5th Street.

6. New Business

- A. Portable Air Compressor Bid Award ~ Pape Material Handling in the amount of \$26,768.48 (including sales tax).

Mayor Verzal reviewed the Bid Award from Pape Material Handling.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE THE PURCHASE OF THE PORTABLE AIR COMPRESSOR FOR \$26,768.48 INCLUSIVE OF SALES TAX FROM PAPE MATERIAL HANDLING OF SPOKANE.

MOTION CARRIED 5-0.

- B. John Deere Rubber Tired Backhoe Bid Award ~ Pape Machinery in the amount of \$112,369.95 (including sales tax).

Mayor Verzal reviewed the Bid Award from Pape Machinery.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE THE PURCHASE OF A JOHN DEERE RUBBER TIRED BACKHOE FOR \$112,369.95 INCLUSIVE OF SALES TAX FROM PAPE MACHINERY.

MOTION CARRIED 5-0.

- C. Review Resolution 2020-006 ~ COVID-19 Emergency Powers

Mayor Verzal stated the City Council may recall that when this resolution was introduced at the April 1, 2020 City Council Meeting, the Council added a section to the end of the resolution which requires that this be presented for review by the City Council at the first regular City Council Meeting in May, this meeting. A copy of the resolution is included in the Council packet as well as my Emergency Proclamation 2020-01 which the resolution ratified, affirmed, and replaced.

Staff is not recommending any changes to the resolution at this time. So far, it has not been necessary for me to utilize any of the emergency powers delegated to me in the resolution.

Following discussion which included a preference by Councilmember Cragun to dispense with further review of this Resolution until the COVID-19 Pandemic is no longer a public health emergency:

IT WAS MOVED BY STAPP, SECONDED BY SCHUT, TO:

MOVE THE REVIEW OF RESOLUTION 2020-006 COVID-19 EMERGENCY POWERS TO THE JULY 15, 2020 MEETING OF THE CITY COUNCIL.
ROLL CALL VOTE:

COUNCILMEMBER CRAGUN – NO
COUNCILMEMBER BABB – NO
COUNCILMEMBER SCHUT – YES
COUNCILMEMBER STAPP – YES
COUNCILMEMBER SCHOLZ – NO

MOTION FAILED 2-3 (CRAGUN, BABB AND SCHOLZ).

D. Award Bid ~ 2020 North Apron 2 and Taxilane 6 Airport Improvement Project 3-53-0022-027-2020 in the amount of \$985,925.62 to Versatile Industries, Inc.

Mayor Verzal stated on April 30, 2020, the City's consulting engineers, JUB Engineers, Inc., opened the bids for this work and of the seven bidders, Versatile Industries, Inc. of Lone, WA, was the lowest responsive bidder as set forth in the memo from Timothy Ike of JUB to the City Council and me dated May 5, 2020. That memo is in the Council packet. JUB recommends awarding the contract to Versatile Industries, Inc. and has provided suggested Council action in its memorandum to you.

Following discussion:

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE THE BID OF VERSATILE INDUSTRIES, INC. FOR THE BASE BID SCHEDULE AND ADDITIVE OPTION BID SCHEDULE A IN THE AMOUNT OF \$932,428.98 (THE "FAA PROJECT WORK") AND ADD TO THE FAA PROJECT WORK ADDITIVE OPTION BID SCHEDULE B IN THE AMOUNT OF \$53,496.64 AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH VERSATILE AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO COMPLETE ALL OF THE FAA PROJECT WORK FOR THE TOTAL AMOUNT OF \$985,925.62, CONTINGENT ON THE CITY FIRST RECEIVING A 100% FEDERALLY FUNDED FAA GRANT FOR THE FAA PROJECT WORK, ALL PERTAINING TO AIRPORT IMPROVEMENT PROJECT 3-53-0022-027-2020.

MOTION CARRIED 5-0.

7. Resolutions

A. Resolution 2020-008 ~ Establishing an Administrative Settlement Policy

Mayor Verzal read the heading to Resolution 2020-008.

City Attorney Chuck Zimmerman was present and able to address this Resolution with Community Services Director Roger Krieger. Approval of this Resolution has been requested by the Washington State Department of Transportation as a part of its review of the City's Colville/Crawford Roundabout Project.

Following discussion:

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE RESOLUTION 2020-008 ESTABLISHING AN ADMINISTRATIVE SETTLEMENT POLICY FOR REAL PROPERTY AND EASEMENT ACQUISITIONS FOR CITY PUBLIC WORKS PROJECTS.

MOTION CARRIED 5-0.

8. Ordinances

There were no Ordinances.

9. Consent Agenda

Items listed below were distributed to Council Members in advance for study and were enacted with one motion.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.

- A. Approval of Voucher Claim Check Nos. 38495 through 38534 including EFT Debits in the amount of \$244,587.28 for the Second Half of April 2020.
- B. Approval of Payroll Check Nos. 13721 through 13750 including PFML & 941 Taxes in the amount of \$104,458.71 for the month of April 2020.
- C. Declaring Surplus Property from Equipment Inventory and Approving Disposal Method.
- D. Continue Public Hearing for Six Year Transportation Improvement Program (Resolution 2020-004) to 3 day of June 2020.
- E. Continue Public Hearing for Vacation of That Portion of Colville Road Right-of-Way between 6th Street and 5th Street to 3 day of June 2020.

10. Report of Officers

Councilmember Schut stated his concern regarding Comcasts' offer of increased speed and access to their Internet Essentials' Low-income Internet Service to Support Americans Through the COVID-19 Pandemic. He stated City residents weren't getting the speed as promised by Comcast and advertised on the City's Website.

Mayor Verzal stated as part of the meeting this evening I wanted to mention that I executed the CARES Act Grant Agreement which provides the City with \$30,000 for use at the Deer Park Airport. This is consistent with what Darold Schultz discussed at the April 15th Council Meeting.

11. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:38 P.M.

Mayor Tim Verzal

Deby Cragun, City Clerk/Treasurer

**AMENDED & RESTATED
CITY OF DEER PARK CONTRACT
FOR SOLID WASTE COLLECTION SERVICES
2020**

This AMENDED & RESTATED CITY OF DEER PARK CONTRACT FOR SOLID WASTE COLLECTION SERVICES (this “**Agreement**”) shall be effective as of June 1, 2020 (the “**Effective Date**”) and is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“**Contractor**”) and the CITY OF DEER PARK, a municipal corporation created under the laws of the State of Washington (the “**City**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise. This Agreement amends and restates in its entirety that certain agreement dated April 30, 2008 by and between the Parties.

RECITALS

WHEREAS the City desires to provide a comprehensive solid waste and recycling program for its residents and businesses; and

WHEREAS Contractor operates a solid waste collection business in the State of Washington; and

WHEREAS Contractor has provided solid waste collection services to the City since 2008; and

WHEREAS the City has determined that it is in the best interests of the City and its residents, for the City to negotiate and enter into an exclusive contract with Contractor for the collection of solid waste and recycling on behalf of the City; and

WHEREAS the City and Contractor have negotiated mutually agreeable terms for such Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

All capitalized terms utilized in this Agreement are intended to have the meaning defined herein. The following definitions apply to the entirety of this Agreement unless it is clear from the context that another definition applies. Words not defined herein shall be construed as defined in the most current version of Webster’s New Collegiate Dictionary.

“**Applicable Law**” means any law, regulation, requirement, or order of any federal, state or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

“**Bulky Waste**” means large household items that do not properly fit in the Customer’s Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4’x4’x2’) and weigh no more than sixty (65) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses, appliances or bagged clothing. Bulky Waste excludes any Unacceptable Waste.

“**Cart**” means a watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-two (32), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

“Collection Service(s)” means the process by which Solid Waste is removed from Residential or Commercial Premises by Contractor, transported to a transfer, disposal or Processing facility, and subsequently disposed of or Processed.

“Commercial Customer” means non-Residential Premises Customers, including businesses and all other users of commercial-type Collection Services.

“Construction and Demolition Debris” or **“C&D Waste”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging.

“Container” means any mini-cart, garbage cart, or Detachable Container used in the performance of this Agreement and shall include both loose and compacting Containers.

“Customer” means an owner or occupant of a Residential Premises or Commercial Customer who has the legal right to initiate, cancel or make changes to Collection Services.

“Designated Solid Waste System” means the City’s designated transfer, transport, and disposal provider.

“Detachable Container” means a watertight metal or plastic container 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, designed or intended to be mechanically dumped into a packer type truck. Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

“Dwelling Unit” means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

“Food Waste” means solid waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

“Garbage” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes including, but not limited to rubbish, cold bagged ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than 15 pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by Contractor. Needles or “sharps” shall be included in the definition of Garbage to the extent they can be disposed of lawfully pursuant to current Spokane County Regional Health District rules and policies. The term Garbage shall include C&D Waste, but shall not include Unacceptable Waste, Recyclables or Organic Waste.

“Multifamily Complex” means any Premises with four (4) or more attached or unattached dwellings billed collectively for Collection Service.

“Organic Waste” means Food Waste and Yard Waste. Organic Waste excludes any Unacceptable Waste.

“Overage” means (i) Garbage, Recyclables or Organic Waste exceeding its Container’s intended capacity such that the lid is lifted by at least six (6) inches (or would be lifted by at least six (6) inches if there was a lid), or (ii) Garbage, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container.

“Premises” means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

“**Private Road**” means a privately-owned and maintained way that allows access by a collection vehicle.

“**Process**”, “**Processed**” or “**Processing**” means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.

“**Public Street**” means a public right-of-way used for public travel, including public alleys.

“**Rates**” means the fees to be charged to Customers, by Contractor, and paid by Customers to Contractor, for the Collection Services, or other services provided by Contractor under this Agreement, as set forth in Appendix A, attached hereto, as may be adjusted from time to time.

“**Recyclables**” means the materials specified in Appendix B, attached hereto.

“**Residential Premises**” means a Single-Family Premises or Multifamily Complex.

“**Roll-Off**” or “**Drop Box Container**” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

“**Service Area**” means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as Contractor is lawfully permitted to provide collection services in such additional area.

“**Single-Family Premises**” means 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.

“**Solid Waste**” means Garbage, Recyclables, and Organic Waste.

“**Unacceptable Waste**” means any waste tires, or radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, or toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall always remain with the generator of such Unacceptable Waste.

“**Yard Waste**” means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organic Waste Cart utilized by the Customer. Yard Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, Christmas trees, and other forms of vegetative waste.

1. TERM

This Agreement shall commence on the Effective Date and end on May 31, 2025. The term of this Agreement shall be for a period of five (5) years (the “**Initial Term**”). Upon expiration of the Initial Term, the Parties may, upon mutual agreement, extend this Agreement for unlimited extension terms, not to exceed five (5) years in a single extension term. Unless otherwise agreed to by the Parties, the Parties

shall agree to each extension term at least six (6) months prior to the then-current term expiration date, or this Agreement shall terminate on the then-current term expiration date.

2. GENERAL SYSTEM REQUIREMENTS

2.1. City Supervision: Contractor shall direct all contact with the City through the Mayor or his/her designee.

2.2. Notices: Any notice required under this Agreement shall be sent to the following:

The City:

Attn: Mayor
City of Deer Park
316 E. Crawford
P.O. Box F
Deer Park, WA 99006

Contractor:

Attn: Area Director,
Public Sector Solutions
Waste Management of Washington, Inc.
720 4th Avenue, Suite 400
Kirkland, WA 99033

Copy to:

Attn: Senior Manager,
Public Sector Solutions
Waste Management District Office
11321 E Indiana Avenue
Spokane Valley, WA 99206

2.3. Requirements Regarding Employees: Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work quietly. Employees performing the Collection Services shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty carts. Employees shall also replace all containers and lids and close all gates which they have opened. Employees shall not trespass or cross property to neighboring premises nor meddle with property which is not related to the performance of their duties.

2.4. Collection Equipment: In performing the Collection Services under this Agreement, Contractor shall use watertight, completely enclosed compactor and/or container units that are designed and manufactured for the collection of Solid Waste and are capable of servicing Residential and Commercial Premises Customers. The number and type of collection vehicles furnished shall be sufficient for the performance of the Collection Services within the Service Area.

2.5. Method of Disposal: Pursuant to and in accordance with the *Interlocal Agreement Between Spokane County and Deer Park for Solid Waste Transfer and Disposal and other Matters Related Thereto*, Contractor shall deliver at its cost all Solid Waste to the designated transfer stations or disposal facilities.

2.6. Ownership of Equipment: All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be owned by Contractor; provided, however, that leasing or rental agreements may be allowed when approved by the Mayor or his/her designee prior to their execution.

2.7. Painting of Vehicles and Equipment: Collection vehicles shall be painted and numbered and shall have Contractor's name and vehicle number printed in letters of a contrasting color at least three (3) inches high, on each side of each vehicle. All vehicles shall be kept in a clean and sanitary condition. All Detachable Containers furnished under this Agreement shall be either painted or galvanized and shall display Contractor's name and number. In addition, all such Containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by relevant regulatory agencies. All

Containers shall display Contractor's name and shall be exchanged for a clean Container whenever necessary, in the opinion of the Mayor or his/her designee (if more than once per year, fees to be charged as set forth in Appendix A), and always when being delivered for use by a new Customer.

2.8. Parking of Vehicles: Contractor shall not use property in or adjacent to property that is zoned as residential, nor adjacent to the various disposal sites, for the parking, standing, washing, cleaning, or storing of its vehicles or equipment, without the prior written approval of the Mayor or his/her designee. Areas used by Contractor for the storing, parking, or repair of vehicles shall be kept in a clean and orderly condition.

2.9. Contractor's Office: Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to handle complaints, orders for special service, or instructions from the Mayor or his/her designee. This office shall be in operation between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturday. The telephones provided in such office shall be on a telephone exchange, which can be called toll-free from anywhere within the city limits. Two-way communications between Contractor's office and its collection vehicles shall be maintained at all times between the hours of 5:00 a.m. and 5:00 p.m. Monday through Friday.

2.10. Service to the City: As partial consideration for this Agreement, Contractor shall provide regular collection of Garbage and Recyclables, free of charge, from those City facilities set forth in Appendix C. Such free collection shall only include Garbage or Recyclables (e.g. no Bulky Waste, C&D Waste, street sweepings or decant waste) which is (i) generated at such City facilities through the normal operations of such facilities, and (ii) actually generated by the City, not collected by a third party and delivered to such City facilities. The City shall compensate Contractor for any services exceeding 10% above the amounts set forth in Appendix C. The locations of such City facilities must be accessible to Contractor's trucks. Roll-Off Collection Services requested by the City, in addition to Collection Services at City parks, will be charged according to the Rates.

2.11. Spring and Fall Cleanups (Clean Green): In addition to the Collection Services, Contractor shall provide the City with four (4) Drop Box Containers for Single-Family Spring and Fall Clean Green days (each such day, a "**Clean Green Day**"). During each Clean Green Day, all Single-Family Premises Customers will be allowed to dispose of Yard Waste, free of charge, at a site within the City to be agreed upon by the Mayor or his/her designee and Contractor. The City shall be responsible for staffing and monitoring all Clean Green Days, and the contents placed in Drop Box Containers. Only Yard Waste will be accepted. The City will not accept C&D Waste or Commercial Premises waste on any Clean Green Days.

2.12. Events: In addition to the Collection Services, Contractor shall remove and dispose of Garbage and Recyclables during City events free of charge, as set forth in Appendix C, as may be adjusted upon mutual agreement of the Parties. Additional events and services may require compensation to Contractor.

2.13. Vacation Stops: Contractor agrees not to charge for Collection Services for Single-Family Customers going on vacation for at least two (2) weeks, provided such Customers provide Contractor with at least twenty-four (24) hours advance notice of the Customer's scheduled service date for which service will be suspended. Upon their return from vacation, such Customers must call Contractor in order to resume their Collection Services.

2.14. Holidays: Contractor may observe the following holidays, on which Collection Services shall not be provided: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and/or Christmas Day. Contractor shall notify Customers in advance of the alternative days on which Collection Services shall be provided.

2.15. Improvements to the City's Alleys, etc.: The City reserves the right to construct any improvements and to permit any construction in any street or alley, in such manner, as the City Council may direct, which may, for a time, prevent Contractor from traveling Contractor's usual collection route(s). Contractor shall make every reasonable effort to provide Collection Services to all such routes.

2.16. Reporting: Contractor shall provide annual program reports for the duration of the Agreement. Such reports shall be completed by February 15th each year, for the previous calendar year. The City may request program reports at any time during the calendar year but shall allow Contractor thirty (30) days to prepare such reports. The reports shall clearly indicate individual totals for Single-Family, Multifamily Complex and Commercial Premises Collection Services. At a minimum, the reports shall include:

- (a) a monthly summary of Residential Recyclables and Organic Waste tonnage collected and recovered (not disposed of at a landfill), by Customer category;
- (b) a monthly summary of Garbage tonnage, by Customer category; and
- (c) a monthly summary of Customers served, by line of business.

2.17. Collection Report: Contractor shall, on a monthly basis, provide the City with a report of all Single-Family, Multifamily Complex, and/or Commercial Premises Customers whose accounts are more than sixty (60) days' past due.

3. COLLECTION SERVICES

3.1. Exclusive Area to be Served: The exclusive area to be served shall be the Service Area as it exists on the Effective Date of this Agreement. In the event an area being served by Contractor is annexed by the City, this Agreement shall govern the Collection Services provided by Contractor to the annexed area. In the event the City annexes an area not served by Contractor, Contractor agrees to serve the annexed area pursuant to this Agreement, if and when the City establishes the legal right for Contractor to serve such annexed areas.

(a) The City hereby grants to Contractor and Contractor shall have the exclusive duty, right and privilege to provide Collection Services, or otherwise handle per the terms of this Agreement, all Solid Waste (including all Garbage, Recyclables, Organic Waste and Bulky Waste) from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places generated, deposited, accumulated or coming to exist at Single-Family, Multifamily Complex and Commercial Premises within the Service Area. Any services that are not specifically described in this Agreement, shall be provided in accordance with Contractor's Washington Utilities and Transportation Commission (WUTC) permit.

(b) The City shall use good faith efforts to protect and enforce the exclusive rights of Contractor through relevant ordinances and enforcement of such ordinances against third party violators. Contractor may independently enforce the exclusivity provision of this Agreement 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, which may be brought by Contractor.

3.2. Mandatory Service: Pursuant to Deer Park Municipal Code Section 8.12.050, all Single-Family, Multifamily Complex and Commercial Premises within the Service Area shall be required by the City to subscribe and pay for Collection Services by Contractor, as provided herein. All Single-Family Premises Customers shall establish an individual account for Collection Services. Two (2) or more Single-Family Premises Customers shall not be permitted to share Collection Services under a single account. For Customers whose accounts are past due,

Contractor shall be entitled to reduce a Customer's service to a 32-gallon Garbage Cart at the associated Rate, as set forth in Appendix A.

3.3. Garbage Collection: Contractor shall provide all Single-Family Premises Customers with the Customer's choice of 20-, 32-, 64- and/or 96-gallon Containers. Contractor shall provide Multifamily Complex and Commercial Premises Customers with Containers suitable to meet the requirements of the City and Contractor. In this regard, Contractor may enter into agreements with Customers to furnish such Container(s), as the disposal needs of such Customers may require, at the Rates set forth in Appendix A. In the case of compacted Garbage, Commercial Premises Customers shall provide the compaction equipment and containers. Such compaction equipment and containers must be compatible with Contractor's collection vehicles.

3.4. Container Damage: Contractor shall replace, at no charge to Customers, any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Customer is lost, stolen, damaged, or destroyed, through no fault of Contractor, the Customer shall be responsible to pay Contractor the fair market value for the repair or replacement of such Container. Customers will be responsible for maintaining the cleanliness of Containers, although Customers may request a Container exchange for a fee, as set forth in Appendix A.

3.5. Recyclables Collection: Contractor shall provide each Single-Family Premises that subscribes to Collection Services with a 96-gallon blue Cart or Cart lid for use to set out Recyclables, as specified in Appendix C. Contractor shall collect Recyclables every other week on the same day that Garbage collection occurs for each Single-Family Premises Customer. The cost of the Cart and service is embedded in the Rates for Garbage Collection Services for Single-Family Premises Customers. Single-Family Premises Customers may choose not to utilize such service, however, there is no discount for electing not to utilize the Collection Services for Recyclables. Extra Carts for Recyclables are available for a fee, as set forth in Appendix A. Contractor shall retain all revenue from its sale of Recyclables, if any.

3.6. Organic Waste Collection: Contractor shall provide 96-gallon green Carts and Cart lids for Single-Family Premises Customers that subscribe to Organic Waste Collection Services. Collections shall be performed at least (1) one time per month, December through February and at least one (1) time per week, March through November. Organic Waste collection for Residential Premises Customers shall occur on the same day as Garbage collection for Single-Family Premises Customers. Contractor shall provide Organic Waste collection Carts for containment of Organic Waste. The Carts shall be wheeled, 96-gallon plastic Containers. An additional fee is charged for Organic Waste collection, as set forth in Appendix A. If at any time service is discontinued and then re-commenced within 365 days, Contractor may charge Customers a Cart redelivery fee, as set forth in Appendix A.

3.7. Limitations of Service:

(a) Contractor will not be required to enter private property to perform the Collection Services while an animal that is considered or feared to be vicious is loose. The Customer will be required to confine such animal on pickup days.

(b) Contractor does not warrant pickups outside of its usual hours of operation, such hours set forth herein, other than to meet reasonable requirements. If roads are not safely passable due to inclement weather and poor conditions, Contractor may, in Contractor's sole discretion, determine that the Collection Services cannot be performed on any given day(s). If this occurs, Contractor shall collect up to a double load from affected Customers, at no extra charge, on the next regular service day. Service interruption advisories and updates shall be published on Contractor's website.

(c) Contractor assumes no responsibility for articles left on or near Containers.

(d) Contractor will not be required to enter a private garage while serving any Customer.

(e) Contractor shall have no duty or obligation to collect any Unacceptable Waste, nor Containers or materials that are not properly prepared, including contaminated Recyclables (non-Recyclables), which a Customer sets out for collection.

3.8. Schedules for Collection Services: Contractor shall always use reasonable efforts to keep Customers informed of Contractor's schedules for Collection Services, and to maintain collection in accordance with such schedules. Collection Services for Single-Family Premises shall be designated on a consistent day each week. Collection Services shall be provided in accordance with the following schedules:

(a) For Commercial Premises Customers, between the hours of 5:00 a.m. and 5:00 p.m. Monday through Saturday.

(b) For Single-Family and Multifamily Complex Customers, between the hours of 5:00 a.m. and 5:00 p.m. Monday through Saturday.

Any temporary changes to the above schedules must be approved by the City. If Contractor's hours of operation result in any pattern of regular complaints, the City and Contractor shall determine a solution that may result in changes to Contractor's usual schedules and subsequent adjustments of the Rates.

3.9. Missed Pick-Ups and Complaints: All Garbage, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 5:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on-time, shall not be considered a missed pick-up. All complaints regarding Contractor's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Contractor shall attempt to resolve all complaints promptly and shall cure all missed pick-ups, that are not the result of Force Majeure events, within twenty-four (24) hours, conditions permitting.

3.10. Temporary Services: Contractor will have the exclusive right to collect, transport, dispose and Process C&D Waste and other Solid Waste from Single-Family, Multifamily Complex and Commercial Premises Customers which is not collected as part of the recurring Collection Services hereunder. Such temporary services include the delivery of Roll-Off Containers to Residential Premises Customers and the collection and disposal or Processing of Solid Waste placed therein. Contractor will determine the terms of such services, and the Rates are as set forth in Appendix A.

3.11. Loading: Reasonable care shall be taken in the loading and transportation of Solid Waste so that none of the materials to be collected are left either on private property or on the streets or alleys, due to Contractor's lack of duty of care. Any Solid Waste left on private property or on streets or alleys by Contractor shall be cleaned-up within three (3) hours after Contractor receives notice, either in writing or by phone, from the Mayor or his/her designee.

Contractor shall be responsible for cleaning-up all debris, spilled or tracked on any street, alley, or public place by any of its equipment. If Contractor fails to clean-up such debris, within the timeframe described above, the Mayor or his/her designee may cause such debris to be cleaned-up and charge the costs incurred for such clean-up to Contractor.

3.12. Contamination: Contractor is not obligated to collect contaminated Containers. For purposes of this Agreement, a Container is contaminated when, based on physical or electronic visual inspection it is: (i) a Recyclables Container containing non-Recyclables, (ii) a Yard Waste Container containing non-Organic Waste, and/or (iii) any Container containing any amount of Unacceptable Waste.

If Contractor elects not to collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication.

If Contractor elects to collect a contaminated Container, it may charge the Customer a Contamination Fee, as set forth in Appendix A. The Contamination Fee may be included on the Customer's regular invoice or billed separately. Contractor may dispose of the contents of a contaminated Container it elects to collect.

If there have been more than four (4) instances of a contaminated Container, with any one Customer, in a twelve (12)-month period, Contractor may discontinue Recyclables and/or Organic Waste Collection Services for such Customer and remove the Container(s). After one (1) year the Customer may petition Contractor to reinstate the Recyclables and/or Organic Waste Collection Services. If any such Collection Services are reinstated, the Customer will be required to pay reactivation and Cart redelivery fees, as set forth in Appendix A.

3.13. Overage: Contractor is not obligated to collect Overage, unless caused by Contractor spillage of non-overloaded Containers during collection.

If Contractor elects to collect Overage, it may charge the Commercial or Multi-Family Premises Customer the Overage Rate, as set forth in Appendix A; provided, however, Contractor must have photographic evidence of such Overage (which shall be provided to the Customer upon request).

If there have been more than three (3) instances of Overage in any twelve (12)-month period for a particular service, and Contractor has photographic evidence of each instance, Contractor may, in order to mitigate such Overages, increase the service level for the Commercial or Multi-Family Premises Customer (i.e., deliver a larger Container or provide more frequent service) and may adjust charges to such Customer, in accordance with the increased service level.

3.14. Overweight Containers: Contractor is not obligated to collect any Container that Contractor reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and its contents exceeds double the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). If Contractor elects not to collect an overweight Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication.

3.15. Recycling: The specifications of Recyclable materials and preparation instructions are set forth in Appendix B, attached hereto. Recyclables Containers or Carts may not contain non-Recyclables or any excluded materials, as specified in Appendix B. Carts or Containers containing non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. Contractor reserves the right, upon notice to the City, to reclassify Recyclables as non-Recyclables for such time period that the cost to Process, transport and market such materials exceeds their then-current value.

3.16. Public Outreach: Contractor acknowledges that education and public awareness are essential elements of achieving recycling goals. Accordingly, Contractor shall keep the public informed of service options and encourage participation by way of an annual service update. Contractor agrees to provide recycling education resources to community groups and local elementary schools, upon request, at no cost to the City.

4. CUSTOMER BILLING, SERVICE RATES & COMPENSATION

4.1. Contractor Rates: For the full and faithful performance of the Collection Services to be performed by Contractor pursuant to this Agreement, during the duration of

this Agreement, Contractor shall be compensated in accordance with the schedule of rates and charges attached hereto as Appendix A, as may be amended in accordance with the terms of this Agreement. Payment shall be made to Contractor by each Customer according to Contractor's billing procedures. Contractor shall be required to perform all billing and collection activities under this Agreement with no recourse against the City for nonpayment by Customers.

4.2. Low-Income Disabled or Elderly Discount: Contractor acknowledges that the City has adopted an ordinance for low-income disabled citizens and low-income senior citizens to be charged at a twenty percent (20%) discounted rate for services for Residential Premises Customers, as set forth in Appendix A. Customers meeting the criteria outlined in Deer Park Municipal Code 3.38 shall qualify for such discount. The City will provide Contractor a monthly accounting of all Customers that have been qualified for the low-income discount. Only Customers approved by the City shall be eligible for the low-income discount. Contractor may only use any Customer information for the performance of the Collection Services and for billing purposes and will not disclose such information to third parties.

4.3. Other Service Rates: Contractor may occasionally provide other services related to Solid Waste collection, in the City, which are not specifically provided for in Appendix A of this Agreement. In this event, Contractor shall use the then-current rates approved by the WUTC under Contractor's WUTC Tariff in the area closest in proximity to the City (as may be amended from time to time), for the service provided. If such services are not covered by either this Agreement or Contractor's WUTC Tariff, Contractor shall notify the City and propose a Customer Rate for the service. Upon approval of the City, Contractor may proceed to offer such services.

4.4. Roll-Off Disposal Fees: For disposal fees billed directly to Customers for Roll-Off services, Contractor shall apply a 10% surcharge to the per ton disposal portion of Customers' invoices.

4.5. Changes in Recyclables Markets/Costs: In the event that a change in Applicable Law or a material change in market conditions affecting the Recyclables market occurs, including, but not limited to, a lack of commercially reasonable market availability for a type of Processed Recyclables, changes in market specifications affecting the salability of a type of Processed Recyclables, or changes affecting the recyclability or marketability of a type of Processed Recyclables (each a "**Material Change**"), that results in a substantial reduction in Contractor's profits, then the Parties shall amend the Rates set forth in Appendix A and/or this Agreement so that Contractor may achieve, on an ongoing basis, the level of profits that existed immediately prior to any such Material Change.

4.6. Customer Billing: Contractor shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Customers shall be billed no less than quarterly, and Multifamily Complex and Commercial Premises Customers shall be billed monthly. Customers may be billed prior to receiving Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. The Contractor may bill Customers late payment fees, returned payment fees, reactivation and redelivery fees, all at Contractor's then-current Rates, as well as all costs associated with bad debt collection. If Collection Services are reactivated for a Customer, in addition to a reactivation fee, Contractor may require a deposit from the Customer, as set forth in Appendix A. The City will provide reasonable assistance to Contractor regarding Contractor's billing and collection of amounts due from Customers, which may include timely notification to Contractor of changes in status of Customers (e.g., evictions and move-ins/outs) and changes to any municipal ordinances that may affect this Agreement.

4.7. CPI Adjustment: Commencing on June 1, 2021 and on the same date annually thereafter (the “**Adjustment Date**”), Contractor’s Rates, as set forth in Appendix A (as adjusted hereunder), shall be automatically increased by 100% of the annual percent increase in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services (“**CPI**”) (Series CUUR0000SEHG), as published by the Bureau of Labor Statistics. The first adjustment will be based on the change in CPI, as described above, between the November 2019 published index and the November 2020 published index. Contractor’s Rates shall be in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. The annual CPI adjustment in any given year shall not be less than zero.

4.8. Tipping Fee Adjustments: If the Designated Solid Waste System increases the tipping fee charged to Contractor, Contractor may, upon sixty (60) days’ notice to the City, increase its Rates to incorporate such fee increase.

4.9. Extraordinary Rate Adjustment: Contractor’s Rates are calculated to cover certain expenses and costs of a contingent and uncertain nature. Therefore, in addition to annual CPI Adjustments, the Rates shall be, upon written request by Contractor, further adjusted to capture Contractor’s increased costs and lost revenue, associated with its performance of the Collection Services, due to any of the following causes:

- (a) Uncontrollable Circumstances events;
- (b) Changes to Applicable Laws that become effective after the Effective Date of this Agreement;
- (c) Increases in fees for Processing of Recyclables;
- (d) Increases in surcharges, fees, assessments or taxes levied by international, federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
- (e) Increases of at least 10% to the cost of transportation, including fuel and third-party transportation costs;
- (f) Other extraordinary circumstances, causes or reasons that are not within Contractor’s reasonable control;
- (g) If Contractor requests a Rate adjustment, pursuant to this Section, such request will include calculations showing the amounts of increased costs/lost revenue and the required adjustment of the Rates, to offset such increased costs/lost revenue. The City may request reasonable documentation and data from Contractor, that is necessary to evaluate Contractor’s request. The City may, at its own expense, retain an independent third party to audit and review such documentation and data, in order to evaluate/substantiate Contractor’s request. If such third party is retained, the City shall take reasonable steps, in accordance with Applicable Laws, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall endeavor to consider, and respond to, all properly requested Rate adjustments from Contractor within sixty (60) days of Contractor’s request.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date such fees are effective.

4.10. Utility Taxes: Contractor shall pay to the City any utility tax in accordance with the Deer Park Municipal Code, as it exists as of the Effective Date of this Agreement, or as it may hereafter be amended. Contractor shall pay taxes collected to the City no later than thirty (30) days after collecting such taxes. Any tax collected and not timely paid to the City shall bear interest at the rate of twelve percent (12%) from its due date until paid. The City reserves the

right to adjust the utility tax authorized by this Section any time during the term of this Agreement. Any taxes assessed by the City may be itemized separately by Contractor on Customer invoices as a “pass through” amount.

4.11. Notices to Customers: Contractor agrees it shall provide notice to Customers of any Rate increases on their invoices at least forty-five (45) days prior to any such increase, in accordance with RCW 35A.21.153 in effect as of the Effective Date.

5. GENERAL TERMS

5.1. Liability Insurance: Contractor shall provide and maintain in full force and effect during the entire term of this Agreement or any renewal thereof, a policy or policies of public liability insurance and vehicle coverage, providing for limits not less than:

(a) \$2,000,000.00 for all damages arising out of bodily injury to or death of one person;

(b) subject to the above limit for each person, a total limit not less than \$5,000,000.00 for all damages arising out of bodily injuries to, or the death of two or more persons, in any one accident; and

(c) property damage, liability insurance providing for a limit not less than \$2,000,000.00 for all damages arising out of injury or destruction of property, during the term of this Agreement.

5.2. Indemnification: The City shall be named as an additional insured under all policies required by this Agreement. All policies shall provide for thirty (30) days’ notice to the City of any change or lapse of such insurance coverage and ten (10) days’ notice for cancellation. Contractor shall further agree to indemnify, defend and hold harmless the City from any and all loss, damage, claims, suits, judgments, or recoveries which may be asserted, made, arise or be had, brought, or recovered against the City arising and/or alleged to arise out of this Agreement, including but not limited to, any claims or allegations alleging anti-trust violations and/or any negligent acts or negligent omissions of Contractor, its agents and/or employees; and that Contractor shall immediately appear and defend the same at its own cost and expense, provided that nothing in this Section shall be construed as indemnification for any negligence by the City, its agents or employees. Contractor shall also pay all costs and expenses and reasonable attorneys’ fees that may be incurred or paid by the City in enforcing this provision against Contractor. Contractor’s liability under this Section shall only extend to its proportionate share of fault.

5.3. Performance Bond: Contractor must furnish to the City a performance bond, to be approved by the City Attorney, conditioned that Contractor shall faithfully perform all provisions and terms of this Agreement and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply Contractor with provisions and supplies for the carrying on of any work in compliance with this Agreement, which bond shall be signed by the surety contractor or surety and shall be for the amount of Thirty-Five Thousand Dollars (\$35,000.00). Such bond may be for twelve (12) month periods but shall be renewed or replaced on or before each expiration and kept in full force and effect during the duration of this Agreement, including any extensions hereof.

5.4. Fees: The City shall not charge Contractor for any license fee, tax, assessment, or other charge with respect to Contractor’s operations under this Agreement, except as set forth in this Agreement, and then only for a City business license, and not without first authorizing a commensurate increase in Contractor’s compensation under this Agreement.

5.5. Contractor Planning Assistance: Contractor shall, upon request and free of charge, make available either to the City and/or a property owner, technical, engineering, and planning assistance with respect to all new construction or major remodeling of buildings and structures

within the city limits of the City, with respect to design and planning of proposed Solid Waste removal facilities and their proposed locations upon the site of such projects.

5.6. Employees: Contractor employees shall be competent and skilled in the performance of the work which they may be assigned to carry out.

5.7. Contractor Name: Contractor shall not use a firm name containing the word City or any other words implying municipal ownership.

5.8. Affirmative Action Plan: Contractor shall always, during the term of this Agreement, observe Equal Employment Opportunity practices, without having regard to age, race, color, religion, national origin, veteran status, marital status, sex, sexual orientation, or disability, except to the extent of bona fide occupational qualifications. Contractor shall post its Equal Employment Opportunity Policy and Affirmative Action Plan in conspicuous locations throughout its facilities and publicize such policy and plan to all suppliers and unions that Contractor has contractual agreements with. Such policy and plan shall be implemented and followed in all respects during the entire term of this Agreement.

5.9. Liquidated Damages: Since any disruption of the Collection Services provided under this Agreement would cause serious and substantial damage to the City and its residents, and the nature of this Agreement would render it impractical or extremely difficult to remedy the actual damage sustained by the City due to such disruption, it is agreed that in the case of such a disruption, the City may elect to collect liquidated damages for any such occurrence and Contractor shall pay the City, as liquidated damages and not as penalties, the amounts set forth below, such amounts being agreed as representing the dollar amount of damage incurred by the City due to any such disruption. Any election by the City not to seek such remedies shall not be construed as a waiver of any legal remedies available to the City for present and future breaches of this Agreement. Liquidated damages shall not apply for service disruptions cause by Uncontrollable Circumstances.

(a) Residential or Commercial Premises trucks beginning collection prior to 5:00 a.m.: One Hundred Dollars and No/100 (\$100.00) per day.

(b) Failure to collect a missed pick-up within one (1) weekday of notification to Contractor: One Hundred Dollars and No/100 (\$100.00) per occurrence.

(c) Repetition of verified complaints on a particular route of, not complying with requests to replace Carts or Detachable Containers in designated locations, spilling, not closing gate, crossing planted areas, or similar complaints: One Hundred Dollars and No/100 (\$100.00) per occurrence.

5.10. Force Majeure: Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance (as hereinafter defined), and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "**Uncontrollable Circumstances**" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of the same, pandemics, quarantines, civil disturbances, acts of a public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, foreseeable or unforeseeable, that are not reasonably within the control of a Party.

5.11. Laws, Licenses and Taxes: Contractor shall comply with all Applicable Laws, including federal, state, county, and city laws, regulations, and ordinances pertaining to the collection, handling, transportation, disposal and monitoring of Solid Waste.

5.12. Independent Contractor: It is understood and agreed by the Parties that Contractor is an independent contractor. No employee, servant, or agent of Contractor shall be deemed to be an employee, servant or agent of the City. None of the benefits provided by the City to its employees are available to Contractors' employees, servants or agents. It is also understood and agreed that Contractor is an independent contractor in the performance of every part of this Agreement and is solely liable for all labor and expenses related to such performance, including any employee benefits and/or employee taxes.

5.13. Worker's Compensation: Contractor shall maintain during the term of this Agreement Worker's Compensation insurance for all of Contractor's employees who will be performing services for Contractor in performance of Contractor's obligations under this Agreement.

5.14. Waiver: No assent, expressed or implied, by the City with respect to any breach by Contractor of the terms of this Agreement, shall be deemed to be a waiver of any future such breach.

5.15. Modification: This Agreement constitutes the entire agreement between the Parties. Except as expressly provided herein, no alteration or modification of this Agreement shall be effective unless such modification is in writing and signed by the Parties.

5.16. Assignment: Neither Party shall assign this Agreement without the prior written consent of the other Party, except that Contractor may assign this Agreement to any subsidiary, parent or affiliated company without the City's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5.17. Time is of the Essence: Time is of the essence in the performance of this Agreement.

5.18. Default: If Contractor shall abandon or breach this Agreement, or fail to fully and promptly perform any of its duties hereunder, or shall fail to give reason satisfactory to the City for such noncompliance, the City may declare Contractor to be in default of this Agreement and notify Contractor of such default, and shall provide Contractor with thirty (30) days to cure such default, and failing such action by Contractor, the City may after said thirty (30) day period provide notice of termination of this Agreement to Contractor and the surety on Contractor's performance bond. Upon receipt of any such notice, Contractor agrees that it will promptly discontinue performance of any of its duties, whereupon the surety may, at its option and to be exercised within ten (10) days of receipt of such notice, assume performance of such duties that the City has ordered Contractor to discontinue, and proceed to perform the same at its sole cost and expense, and in compliance with this Agreement.

5.19. Additional Remedies: If an event of default by Contractor remains uncured after the applicable cure period, in addition to other the other remedies available to it, the City may perform the duties set forth herein, or any part thereof, either by day labor, or by contracting out the same. The City shall be entitled to recover from Contractor and its surety as damages, all costs and expenses incurred by the City, including reasonable attorney's fees, together with such additional sums as may be necessary to perform such duties.

5.20. Venue: The venue for any litigation arising out of the existence of this Agreement shall be in Spokane County Superior Court.

5.21. Attorneys' Fees: Except as otherwise specifically provided herein, in the event of litigation arising out of the existence of this Agreement, each Party shall pay its own attorneys' fees and costs.

5.22. City Ordinances: All work performed in compliance of the terms of this Agreement shall be in accordance with the provisions of the Deer Park Municipal Code and the Deer Park City Ordinances and Resolutions, and any amendments thereto, unless the terms of this Agreement clearly provide otherwise.

5.23. Counterparts: This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Agreement and binding on the Parties.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**APPROVED BY THE CITY COUNCIL OF
THE CITY OF DEER PARK, WASHINGTON,**
at an open public meeting on the
___ day of _____ 2020.

By: _____
Mayor Tim Verzal

ATTEST:

By: _____
**Deby Cragun, City Clerk
CITY OF DEER PARK**

**WASTE MANAGEMENT OF
WASHINGTON, INC.,**
this 14 day of May 2020.



By: _____
Jason Rose, President

APPENDIX A
Rates

RATE SCHEDULE

The following Rates constitute the charges required by Contractor to perform the Collection Services:

MONTHLY RESIDENTIAL RATES

- Includes Garbage and Recyclables collection, once per week

Container Size:

- 1 20-gallon Mini-Cart \$ 20.04
- 1 32-gallon Cart \$ 25.23
- 1 64-gallon Cart \$ 33.61
- 1 96-gallon Cart \$ 42.24

- Disabled/Low Income/Senior Citizen Discount Rate is 20%

- Contaminated Recyclables Fee \$ 26.10
- Resume/Reactivation/Redelivery Fee / Cart Exchange Fee \$ 27.14
- Occasional Extra Can / Bag \$ 5.53

YARD WASTE

- Monthly Rate \$ 13.05
 - March-November, pickup once per week
 - December-February, pickup once per month
- Cart Redelivery Fee
 - if service discontinued at any time and reactivated within 365 days \$ 27.14
- Contaminated Yard Waste Fee \$ 26.10

ADDITIONAL SERVICES AVAILABLE

- Carry Out Service \$ 3.66
- Additional Cart \$ 9.13

MONTHLY COMMERCIAL RATES

- Pickup once per week

Container Size:

- Commercial Can \$ 24.03
- 64-gallon Cart \$ 43.17
- 96-gallon Cart \$ 57.72
- 1-yard \$ 107.93
- 2-yard \$ 190.50
- 3-yard \$ 257.11
- 4-yard \$ 308.90
- 6-yard \$ 426.55
- 8-yard \$ 517.91
- Overage (extra yardage) \$ 19.80
- Container Delivery \$ 48.67

RATE SCHEDULE (continued)

The following Rates constitute the charges required by Contractor to perform the Collection Services:

COMPACTED GARBAGE

- Monthly Rate, pickup once per week

Compacting Container Size:

• 3-yard	\$	752.62
• 4-yard	\$	1,003.43
• 5-yard	\$	1,237.94
• 6-yard	\$	1,324.97

- If a Customer requires collection more than once per week, the Rates shown above will be multiplied accordingly.

DROP BOXES

Permanent Service:

• 20 – 30-yard Loose/per haul	\$	117.05
• 20 – 30-yard Compacted/per haul	\$	135.30
• Monthly Rent	\$	66.93

Temporary Service:

• 20 – 30-yard Uncompacted/per haul	\$	147.46
• 20 – 30-yard Compactor/per haul	\$	165.69
• Daily Rent	\$	4.25
• Container Delivery	\$	96.74
• Mileage Fee (over 5 miles one-way)	\$	4.48
• Roll-Off Disposal Surcharge		10%
• Standby Time Rate/per minute	\$	1.67

**APPENDIX B
Recyclable Materials Specifications**

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Paper	<ul style="list-style-type: none"> • Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures • Newspaper, advertisements and paper inserts • Magazines and inserts • Catalogs • Cardboard • Direct mail and paper inserts • Envelopes • Paper bags • Cereal, cookie and cracker boxes • Paper towel tubes • Toilet paper tubes • Tissue boxes • Non-foil wrapping paper • Kraft paper bags or boxes • Paper envelopes containing plastic windows 	<p>All materials must be dry.</p> <p><u>Remove any:</u></p> <ul style="list-style-type: none"> • Plastic bags (exterior or interior) • Plastic packaging • Metal • Electronics • Magnets • Twine • Straws • Lids • Food and/or liquids 	<ul style="list-style-type: none"> • Shredded paper • Paper envelopes lined with bubble wrap • Insulation liners or envelopes made from plastic (Tyvek) • Laminated paper • Stickers/labels • Photos • Carbon paper • Receipts • Paper affixed to magnets • Hot or cold cups • Pet food bags • Mixed material bags • Wet and/or soiled paper • Paper with large amounts of paint and/or glue • Frozen food boxes • Juice boxes • Milk cartons • Ice cream containers • Aseptic containers, e.g. soup, broth, soymilk, almond milk
Cardboard	<ul style="list-style-type: none"> • Cardboard boxes • Cardboard packaging • Cardboard beverage containers 	<ul style="list-style-type: none"> • All materials must be dry • Flatten all cardboard • Remove all interior packaging, e.g. block foam, packing peanuts and exterior plastic wrap • Do not bundle with tape or twine (external tape is acceptable) • Place any oversized cardboard next to Cart/Container 	<ul style="list-style-type: none"> • Waxed cardboard

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Metal	<ul style="list-style-type: none"> • Tin, aluminum and/or steel food and/or beverage containers 	<ul style="list-style-type: none"> • Remove all exterior packaging • Remove lids • Empty of all food and/or liquids or other debris • Labels do not need to be removed 	<ul style="list-style-type: none"> • Aluminum foil and/or trays • Sharp and/or greasy metal • Scrap metal • Batteries • Microwaves • Electrical cords • Cell phones • Vehicle snow chains • Aerosol cans
Plastic Bottles	<ul style="list-style-type: none"> • PET/PETE bottles • HDPE bottles/jugs 	<ul style="list-style-type: none"> • Remove lids • Remove straws • Empty of all food and/or liquids or other debris • Labels do not need to be removed 	<ul style="list-style-type: none"> • Plastic bags • Plastics items #3-#7 • Food and/or beverage containers • Dairy tubs, e.g. butter, yogurt, cottage cheese • Cups • Rigid flowerpots • 5-gallon buckets • Plastic film • Diapers • Plastic bottles that contained HHW listed materials • Deli, bakery and produce clamshell containers • Loose lids, any size • Plant trays • PVC • Large rigid plastic, e.g. outdoor furniture, laundry baskets, swimming pools, toys • Hoses • Landscaping/sprinkler tubing
Other	Not applicable	Not applicable	<ul style="list-style-type: none"> • Shredded paper • Fabric (textiles) • Carpet • Wire • Rope • Chains • Christmas lights • Wood • Glass of any kind

APPENDIX C
City Facilities

<u>Facility Name</u>	<u>Location</u>	<u>Garbage Service</u>	<u>Recycle Service</u>
City of Deer Park Shop	10 N Stevens Ave	1-6 yd 1x week	As needed
City of Deer Park	E Crawford Ave	1-3 yd 1x week	As needed
City of Deer Park City Hall	316 E Crawford Ave	1-64 gal 1x week	As needed
City of Deer Park Airport	N Cedar, Unit A	1-35 gal 1x week	As needed
City of Deer Park	1200 N Cedar Rd	1-64 gal 1x week	As needed
City of Deer Park	107 N Larch		As needed
City of Deer Park Golf Course	1201 N Country Club	1-8 yd 1x week	1-6 yd 1x week
City Street Cans		6-64 gal 1x week	

Events

Spring Cleanup

Fall Cleanup

Circus

Old Settlers Days

CITY OF DEER PARK
CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the Claim is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Claims Checks numbered **38535 through 38572 in the amount of \$276,138.29.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38535 through 38572 in the amount of \$276,138.29 this 20th day of May 2020.**

Vouchers First Half May 2020

Fiscal : 2020

Period : 2020 - May

Number	Vendor Name	Account Description	Amount
38535	Washington Trust Bank	Central Services Supplies	\$26.99
		Communications	\$137.20
		Other Services & Charges	\$59.91
		Professional Services	\$125.00
		R & M Cenex Spray	\$24.84
		R & M Structures	\$54.23
		Repair & Maintenance	\$11.00
		Spokane CO Bldg/plan Checks	\$141.25
		Supplies	\$403.31
		Tools & Equipment	\$177.29
		Travel/training	(\$324.97)
		Check Total:	\$836.05
38536	Avista Utilities	Avista Lower Lvl City Hall	\$21.20
		Professional Services	\$426.26
		Utilities	\$19,545.15
		Check Total:	\$19,992.61
38537	Air Electric Equipment & Tools Inc	Wastewater Repair	\$1,010.27
38538	American Linen	Supplies	\$189.69
38539	Anatek Labs	Wastewater Testing Anatek	\$290.00
38540	Autozone	Wastewater Supplies	\$11.99
38541	Avista Utilities	Avista Lower Lvl City Hall	\$21.20
		Utilities	\$19,906.22
		Check Total:	\$19,927.42
38542	Banner Furnace & Fuel, Inc.	Airport Maintenance	\$242.10
38543	Bi-Mart Corporation	Building Supplies	\$53.34
38544	Centurylink	Communications	\$1,697.53
38545	City of Deer Park	Full Service Fuel Surcharge	\$27.35
		Utilities	\$2,244.20
		Check Total:	\$2,271.55
38546	City Service Valcon, LLC	Fuel	\$450.70
		Airport Terminal Maintenance	\$16.00
		Check Total:	\$466.70
38547	Deer Park Ace Hardware	Supplies/Tools	\$192.02
38548	Deer Park Chamber of Commerce	Deer Park Chamber	\$950.00

38549	Deer Park Printing LLC	Business Cards	\$264.30
		Water/Wastewater Supplies	\$1,542.04
		Check Total:	\$1,806.34
38550	Department of Revenue/Business Licensing	Airport Business Lic	\$50.00
38551	Designer Decal	Vehicle Decals	\$539.81
38552	Environmental Resource Associates	Wastewater Supplies	\$467.30
38553	Fastenal	Supplies	\$39.14
38554	G S I Auto Glass	R & M All Bldgs	\$270.25
38555	H.D. Fowler Company	Items Purchased For Resale	\$358.88
38556	Horizon	Wastewater Supplies	\$31.43
		Parks Tools & Equipment	\$375.18
		Check Total:	\$406.61
38557	Ideal Mfg., Inc.	Airport Supplies	\$391.69
38558	Inland Feed And Farm	Airport Spraying Supplies	\$129.70
38559	Inland Power And Light	Utilities	\$1,665.72
38560	Jub Engineers, Inc.	Airport/cedar RD Engineering	\$9,685.99
		FAA AIP #27 Taxilane/Apron Const.	\$94,257.00
		N. Colville Design	\$1,988.74
		Professional Services	\$3,377.97
		Shamrock Glen Construction Observ.	\$6,208.43
		Spokane CO Bldg/plan Checks	\$839.22
		STBG ~ Crawford/Colville Design	\$17,639.71
		Subdivision DP Meadows Insp.	\$2,169.78
		SubdivisionHope Meadow Insp.	\$392.23
		Treatment Lagoon Design	\$1,743.05
		Check Total:	\$138,302.12
38561	Midland Electric	Lagoon Crane Repair	\$416.19
38562	Myaak Engineering, PLLC	FAA AIP #26~ Planning	\$2,500.00
38563	Napa Auto Parts	Supplies	\$351.03
38564	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$5,351.50
		Professional Services	\$4,312.00
		Check Total:	\$9,663.50
38565	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$27.35
38566	Spokane County Treasurer	Spokane CO Jail Services	\$1,173.40
38567	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$64,167.00
38568	The Spokesman-Review	Advertising	\$278.15
		FAA AIP #27 Taxilane/Apron Const.	\$1,964.44
		Check Total:	\$2,242.59
38569	TMG	R & M Structures	\$993.22
38570	Tribune	Ads And Legals	\$76.50

38571	Verizon Wireless	Communications	\$348.70
38572	Washington Trust Bank	Central Services Supplies	\$14.04
		Communications	\$164.69
		Personnel Benefits	\$477.87
		Professional Services	\$88.39
		Repair & Maintenance	\$11.00
		Supplies	\$504.67
		Tools & Equipment	\$359.32
		Check Total:	\$1,619.98
	Grand Total		\$276,138.29
	Total Accounts Payable for Checks #38535 Through #38572		

Memorandum

To: Mayor and City Council
From: Brad Wainwright, Maintenance Superintendent
Date: May 7, 2020,
Re: **Surplus Equipment Declaration**

Listed following is the equipment for surplus declaration.

1. 1995 Leroi towable air compressor serial #22500J-E. Minimum Bid recommended \$6000.00 Method of Disposal: Sealed Bid.