CITY OF AUBURN WASHINGTON	**City Council Meeting** **November 2, 2020 - 7:00 PM** **Virtual** **AGENDA** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

II. **VIRTUAL PARTICIPATION LINK**

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, November 2, 2020 at 7:00 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per the Governor's Emergency Proclamation 20-28, the City of Auburn is prohibited from holding an in-person meeting at this time.

City of Auburn Resolution No. 5533, designates City of Auburn meeting locations for all Council, Board and Commission meetings as virtual.
All meetings will be held virtually and telephonically until King County enters into Phase 3 of Governor Inslee's Safe Start — Washington's Phased Reopening plan.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. https://zoom.us/j/95897180360

Or join by phone:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 958 9718 0360

A. **Pledge of Allegiance**

B. **Roll Call**

III. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

IV. **AGENDA MODIFICATIONS**

V. NEW BUSINESS

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. 2021-2022 Preliminary Biennial Budget Public Hearing

   Public Hearing #1 - 2021-2022 Biennial Budget
   Public Hearing #2 - 2021 Property Tax Levy

   Any interested person is invited to submit written comments and/or suggestions to the address provided below. All written comments must be received prior to 5:00 p.m. on November 2, 2020.

   Please mail comments to:
   City of Auburn
   Attn: Shawn Campbell, City Clerk
   25 W Main St
   Auburn, WA 98001

   Please fax comments to:
   Attn: Shawn Campbell, City Clerk
   Fax number: 253-804-3116

   Email comments to:
   publiccomment@auburnwa.gov

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. Virtual Participation

   Participants can submit written comments via mail, fax or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

   Please mail comments to:
   City of Auburn
   Attn: Shawn Campbell, City Clerk
   25 W Main St
   Auburn, WA 98001

   Please fax comments to:
   Attn: Shawn Campbell, City Clerk
   Fax number: 253-804-3116

   Email comments to:
   publiccomment@auburnwa.gov

C. Correspondence - (There is no correspondence for Council review.)

VII. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Baggett)

VIII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. Minutes of the October 19, 2020 Regular Council Meeting

B. Claim Vouchers (Thomas)

Claim voucher list dated November 2, 2020 which includes voucher numbers 461188 through 461332 in the amount of $1,368,526.76 and seven wire transfers in the amount of $772,602.27

C. Payroll Vouchers (Thomas)

Payroll check numbers 538992 through 538995 in the amount of $539,930.58, and electronic deposit transmissions in the amount of $1,949,399.38, for a grand total of $2,489,329.96 for the period covering October 15 2020 to October 28, 2020

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

IX. UNFINISHED BUSINESS

X. RESOLUTIONS

A. Resolution No. 5549 (Comeau)

A Resolution amending the City of Auburn Fee Schedule to adjust for 2021 fees

(RECOMMENDED ACTION: Move to adopt Resolution No. 5549.)

B. Resolution No. 5556 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Waste Management of Washington for comprehensive garbage, recyclables and compostables collection services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5556.)

C. Resolution No. 5557 (O'Neil)

A Resolution authorizing the Mayor to execute an agreement with the City of Auburn and E&K Farms, LLC for Grazing Animal Sheltering Services that cannot be held at the City's primary contract shelter

(RECOMMENDED ACTION: Move to adopt Resolution No. 5557.)

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XII. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (http://www.auburnwa.gov), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

AGENDA BILL APPROVAL FORM

Agenda Subject:
2021-2022 Preliminary Biennial Budget Public Hearing

Date:
October 26, 2020

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:

Administrative Recommendation:

City Council to conduct a public hearing on November 2, 2020 to receive public comments, proposals and suggestions with regard to the 2021-2022 Preliminary Biennial Budget and the 2021 Property Tax Levy, including revenue estimates and possible increases in property taxes.

Background Summary:

This is the initial public hearing providing an opportunity for any citizens to make comments, proposals, and suggestions regarding the Preliminary 2021-2022 Biennial Budget and the 2021 Property Tax Levy. Additional hearings will be held prior to the adoption of the budget.

Reviewed by Council Committees:

Councilmember:

Staff: Thomas

Meeting Date: November 2, 2020

Item Number: PH.1

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the October 19, 2020 Regular Council Meeting

Date:
October 28, 2020

Department:
City Council

Attachments:
10-19-2020 Minutes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: November 2, 2020

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **October 19, 2020 - 7:00 PM** **Virtual** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

II. VIRTUAL PARTICIPATION LINK

1. Virtual Participation Link
   The City Council Meeting was held virtually.

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga and Chris Stearns. Councilmember Yolanda Trout-Manuel was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation & Technology David Travis, Chief of Police Dan O'Neil and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Administration Dana Hinman, Director of Finance Jamie Thomas, Director of Public Works Ingrid Gaub and Assistant Director of Innovation and Technology Ashley Riggs.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Free Speech Week

Mayor Backus proclaimed October 19th-25th as Free Speech Week in the City of Auburn.

IV. AGENDA MODIFICATIONS

An updated title for Resolution No. 5558, Proclamation for Free Speech Week, Ordinance No. 6802 and Resolution No. 5559 were added to the agenda.

V. NEW BUSINESS

There was no new business.

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings - (No public hearing is scheduled for this evening.)

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. Virtual Participation

Bob Zimmerman expressed his concerns about ideologies and people's opinions.

Victoria Mena expressed her concerns regarding the Police Accountability Process.

C. Correspondence

There was no correspondence for Council to review.

VII. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Stearns have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VIII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. Minutes of the September 10, 2020, September 15, 2020, September 16, 2020, September 26, 2020, October 5, 2020, October 8, 2020 and October 12, 2020 Special City Council

Meetings

B. Minutes of the September 14, 2020 and September 28, 2020 Study Session

C. Minutes of the September 21, 2020 Regular Council Meeting

D. Claim Vouchers (Thomas)

Claim voucher list dated October 5, 2020 which includes voucher numbers 460811 through 460982 in the amount of $2,665,937.64 and seven wire transfers in the amount of $915,663.78

Claim voucher list dated October 19, 2020 which includes voucher numbers 460983 through 461187 in the amount of $4,774,879.86 and three wire transfers in the amount of $864,693.69

E. Payroll Vouchers (Thomas)

Payroll check numbers 538978 through 538984 in the amount of $581,343.66, and an electronic deposit transmissions in the amount of $1,978,453.87, for a grand total of $2,559,797.53 for the period covering September 17, 2020 to September 30, 2020

Payroll check numbers 538985 through 538991 in the amount of $75,828.98, and electronic deposit transmissions in the amount of $2,103,459.96, for a grand total of $2,179,288.94 for the period covering October 1, 2020 to October 14, 2020

F. Call for Public Hearings (Thomas)

These public hearings are held to provide citizens an opportunity to make comments on 2021-2022 biennial budget and potential increases in the City's 2021 property tax levy

Public Hearing #1 – November 2, 2020 – 2021-2022 Biennial Budget
Public Hearing #2 – November 2, 2020 – 2021 Property Tax Levy
Public Hearing #3 – November 16, 2020 – Final 2021-2022 Biennial Budget

Deputy Mayor DaCorsi moved and Councilmember Brown seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. ORDINANCES

A. Ordinance No. 6766 (Comeau)

An Ordinance amending Section 9.22.010 of the Auburn City Code related to controlled substances

Councilmember Stearns moved and Councilmember Jeyaraj seconded to adopt Ordinance No. 6766.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6792 (Gaub)

An Ordinance amending Chapter 19.04 of the Auburn City Code related to Traffic Impact Fees

Councilmember Brown moved and Councilmember Stearns seconded to adopt Ordinance No. 6972.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Ordinance No. 6795 (Gaub)

An Ordinance amending Chapter 12.60 of the Auburn City Code related to Right-of-Way Permits

Councilmember Brown moved and Councilmember Baggett seconded to adopt Ordinance No. 6795.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Ordinance No. 6802

A Ordinance extending the Temporary Waiver of Late Fees for the Airport and Utility Accounts during a Public Health Emergency

Deputy Mayor DaCorsi moved and Councilmember Jeyaraj seconded to adopt Ordinance No. 6802.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5554 (Gaub)

A Resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Auburn and the Muckleshoot Indian Tribe to establish a partnership for implementing non-motorized improvements on and adjacent to State Route 164

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Resolution No. 5554.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5558 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington expressing support for King County Proposition No. 1, Harborview Medical Center Health and Safety Improvement bonds

Councilmember Jeyaraj moved and Councilmember Stearns seconded to adopt Resolution No. 5558.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5559

A Resolution authorizing the Mayor to execute purchases between the City of Auburn and CDW-G for Microsoft Surface computers and peripherals; and Dell for monitors

Councilmember Brown moved and Councilmember Stearns seconded to adopt Resolution No. 5559.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

Deputy Mayor DaCorsi reported on the King County Affordable Housing Committee and encouraged the community to get their flu shot.

Councilmember Baggett reported on the King County Emergency Advisory Committee meeting.

Councilmember Brown encouraged everyone to vote.

Councilmember Stearns reported he attended the Washington Conversation Voters Breakfast and the Sound Cities Association Racial Equity and Social Justice training.

Councilmember Jeyaraj encouraged everyone to wear their masks and wash their hands. He also encouraged everyone to vote.

B. From the Mayor

Mayor Backus reported she attended the following meetings and events; a meeting with Puget Sound Regional Council Executive Director CEO Josh Brown, All Home Coordinating Board Meeting, ribbon cutting for the new grocery store on Lea Hill called Dhotsons, tour of the City Center Building,

Sound Cities Association Racial Equity and Social Justice training, ribbon cutting for Innovative Hair Studio, King County Regional Homelessness Authority meeting, 25th anniversary celebration for the Outlet Collection and a tour of Field House USA.

XIII. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 7:40 p.m.

APPROVED this 2nd day of November, 2020.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (http://www.auburnwa.gov), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claim Vouchers (Thomas)

Date:
October 26, 2020

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Approve Claim Vouchers.

Background Summary:

Claim voucher list dated November 2, 2020 which includes voucher numbers 461188 through 461332 in the amount of $1,368,526.76 and seven wire transfers in the amount of $772,602.27.

Reviewed by Council Committees:

Councilmember:

Staff: Thomas

Meeting Date: November 2, 2020

Item Number: CA.B

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers (Thomas)

Date:
October 26, 2020

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 538992 through 538995 in the amount of $539,930.58, and electronic deposit transmissions in the amount of $1,949,399.38, for a grand total of $2,489,329.96 for the period covering October 15 2020 to October 28, 2020.

Reviewed by Council Committees:

Councilmember:

Staff: Thomas

Meeting Date: November 2, 2020

Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5549 (Comeau)

Date:
October 27, 2020

Department:
City Attorney

Attachments:
RES 5549
Exhibit A - Fee Schedule

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5549.

Background Summary:

Resolution 5549 proposes modifications to the City's Fee Schedule as part of its annual review process. Each department has reviewed its fees, rates, and charges, to ensure they are reflective of current costs.

Reviewed by Council Committees:

Councilmember:

Staff: Comeau

Meeting Date: November 2, 2020

Item Number: RES.A

RESOLUTION NO. 5549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY OF AUBURN FEE SCHEDULE TO ADJUST FOR 2021 FEES

WHEREAS, the City of Auburn provides various services, a number of which entail charging a fee; and

WHEREAS, the City Council provided for the adoption of a Fee Schedule with the passage of Ordinance 5707; and

WHEREAS, it is appropriate to review and amend the schedule for City fees to be charged in 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The City of Auburn Fee Schedule is amended as set forth in the attached "Exhibit A."

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this resolution.

Section 3. This Resolution will take effect and be in full force on passage and signatures, and on January 1, 2021.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

CITY OF AUBURN FEE SCHEDULE

FEES FOR CITY PERMITS, LICENSES, PUBLICATIONS, AND ACTIONS

Effective ~~January 7, 2020~~January 1, 2021.

A. PLANNING FEES *(Per Ordinance No. 5707, Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4070, Resolution No. 4117, Resolution No. 4143, Ordinance No. 6077, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Ordinance No. 6295, Resolution No. 4868, Resolution No. 4880, Resolution 4964, Ordinance 6477, Resolution No. 5016, Resolution 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5228, Resolution No. 5255, Resolution No. 5312, Resolution No. 5319, Resolution No. 5388, ~~and~~ Resolution No. 5470, and Resolution No. 5549.)*

1. Application Fees: Applications for any action identified below shall not be accepted for filing, unless otherwise noted, until the fees per the below schedule have been paid to the City.[1]	
Additional Meeting Fee (beyond the specified number)	$~~291~~308.00 per meeting
Additional Re-submittal Fee (applied after 3 city reviews of the application)	$~~71~~106.00 per re-submittal
Administrative Use Permits (covers 1 meeting with staff after which additional meeting fees apply)	$~~1,552~~1,728.00
Appeal of Administrative Decisions issued under Chapter 1.25, Title 3, Title 5, Title 8, Title 14, Title 15, Title 16, Title 17, Title 18 or Title ~~18~~19 to Hearing Examiner[1]. Hearing Examiner costs are included within the appeal fee and are therefore not billed separately.	$~~1,126~~1,194.00
Preliminary Binding Site Plan[2] (covers 2 meetings with staff after which additional meeting fees apply)	$~~3,030~~4,818.00 + $68.00/lot
Boundary Line Adjustment[1]: Residential (Single Family & Multi-Family) Non-Residential (includes mixed use projects)	 $~~715~~1,430.00 $~~1,430~~2,145.00
Boundary Line Elimination[1]	$562.00
Comprehensive Plan Map Amendments[3] (covers 2 meetings with staff after which additional meeting fees apply)	$~~3,106~~7,212.00 (includes rezone application fee)
Comprehensive Plan Text Amendments[3] (covers 2 meetings with staff after which additional meeting fees apply)	$~~3,182~~7,212.00
Conditional Use Permits[1, 6] (covers 2 meetings with staff after which additional meeting fees apply) Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 $~~1,126~~2,252.00 + Hearing Examiner expenses. $~~2,252~~3,378.00 + Hearing Examiner expenses.

[1] Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

[2] Per Auburn City Code, a modification to an approved binding site plan shall be processed in the same manner as the original binding site plan approval. Therefore, the specified fee shall apply to a new or modified binding site plan approval request.

[3] Fees for amendments to text or maps of the Comprehensive Plan apply only where an applicant seeks an amendment affecting specific properties rather than the City generally or property within the City generally.

Conditional Use Permits[4] – Minor Adjustment (covers 1 meeting with staff after which additional meeting fees apply) Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 $~~542~~1,244.00 $~~624~~1,866.00
Critical Areas Review: Required on-site mitigation, monitoring & reporting[5] Critical Areas Determinations (Exemptions or Applicability) City review of environmental studies, plans or reports (whether submitted with another city application or not and includes one re-submittal) Critical Areas Variance – administrative Critical Areas Variance – hearing examiner[1, 6]	 $~~1,101~~3,785.00 + actual costs for inspection and report preparation by contracted professional. $~~291~~308.00 $~~291~~308.00/study, plan or report $~~291~~308.00 $~~1,093~~1,159.00 + total hourly charge for Hearing Examiner + associated expenses to be paid by applicant prior to issuance of final decision.
Current Use Taxation (covers 1 meeting with staff after which additional meeting fees apply)	$~~900~~954.00
Development Agreement and Amendments	$~~2,476~~5,007.00 + $66.00/lot or dwelling unit
Architectural & Site Design Review and/or Major Modifications to Already Issued Design Review Decisions (covers 1 meeting with staff after which additional meeting fees apply)	$~~1,439~~2,289.00
Architectural & Site Design Review Minor Modification (applies to already issued design review decisions)	$~~208~~331.00
Environmental Review (covers 1 meeting with staff after which additional meeting fees apply) SEPA Checklist review[1] (includes City issuance of DNS, MDNS, or DS as appropriate; if a DS, this fee is in addition to the review of the EIS) Revised or Supplemental SEPA Checklist review[1] (includes City issuance of Addendum, if appropriate) SEPA 3rd Party Review	 $~~1,187~~1,258.00 + $~~291~~308.00 /required study $~~393~~417.00 + $~~291~~308.00 /required study Actual costs
Environmental Impact Statement	$~~2,254~~10,328.00 + actual costs for preparation of draft

[4] Per Auburn City Code, a major adjustment to an approved conditional use permit shall be processed in the same manner as the original conditional use permit approval. Therefore, the specified fee shall apply to a new request for conditional use permit approval or a request for a major adjustment to a previously approved conditional use permit approval.

[5] For monitoring required over multiple years, the total monitoring fee for the required monitoring period shall be paid prior to final plat approval or issuance of Certificate of Occupancy or release of required financial security.

	& final statements including labor, materials, mailing & other actual costs relating to the drafting & circulating of the EIS.
Final Plats – Subdivisions and Final Binding Site Plans (covers 2 meetings with staff after which additional meeting fees apply and 1 re-submittal)	$~~1,709~~2,718.00 + $58.00/lot
Final Plats – Short Plats (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	$~~845~~1,344.00 + $28.00/lot
Flexible Development Alternatives Application Review (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	$~~1,281~~2,289.00
Hearing Examiner – Conduct of Hearing and Preparation of Decision[6]	Total hourly charge for hearing examiner plus associated expenses to be paid by applicant prior to issuance of final decision
Floodplain Development Permit: Level One	$~~291~~371.00
Floodplain Development Permit: Level Two – Habitat impact Assessment	$~~952~~1,060.00
Floodplain Development Permit: Level Three – Habitat Impact Assessment & Hydraulic Analysis (Hydraulic Analysis to be Conducted by Outside Third Party Consultant)	$~~1,327~~1,855.00 + Third Party Review Fees
Mitigation Plan Review Associated with a Floodplain Development Permit	$~~952~~1,009.00
City Acknowledgement Review of FEMA Flood Map Revision Application; for projects requiring public notification process additional fee will be assessed based on additional resubmittal fee and actual hours expended	$~~291~~324.00
Floodplain Development Permit Exemption Letter	$~~112~~212.00
Floodplain Elevation Certificate	$106.00
Landscape Plan Revision, including tree removal requests, after initial implementation and after city acceptance of initial maintenance period.	$~~112~~119.00
Mining Permits (covers 3 meetings with staff after which additional meeting fees apply)	$~~4,078~~4,323.00
Miscellaneous Administrative Decisions (i.e. sign area deviation, written code interpretations, etc.)	$~~644~~2,214.00
Plat Alteration or Vacation[6] (application covers 1 meeting with staff after which additional fees apply)	$~~2,957~~4,702.00/request + Hearing Examiner expenses.
Plat Modification (application covers 1 meeting with staff after which additional fees apply)	$~~1,125~~1,789.00/request

[6] The total expense for the Hearing Examiner is the responsibility of the applicant and is in addition to the relevant application fee for applications requiring a public hearing before the Hearing Examiner (e.g. conditional use permit). The expense for Hearing Examiner services will be determined after the Hearing Examiner has provided an invoice to the City that itemizes expenses incurred and this will be entered in the electronic permit tracking system as a payment due the city from the Applicant prior to final project approval.

Preliminary Plats – Subdivisions[1, 6] (application covers 3 meetings with staff after which additional fees apply)	$~~6,305~~9,437.00 + $132.00/lot + Hearing Examiner expenses.
Preliminary Plats – Short Plats[1] (application covers 1 meeting with staff after which additional fees apply)	$~~1,630~~4,075.00 + $68.00/lot
Preliminary Site Plan Review (non-PUD) (application covers 1 meeting with staff after which additional fees apply)	$~~1,165~~2,289.00
Pre-application Meeting (application covers 1 meeting with staff after which additional fees apply)	$~~291~~308.00 – fee will be applied towards any related application made within one year of the date the pre-application meeting was held
PUD – Major Adjustment[7] (application covers 2 meetings with staff after which additional fees apply)	$~~2,932~~4,662.00
Public Notice Boards: 2' x 4' public notice board 4' x 4' public notice board	 $~~90~~95.00 $~~152~~161.00
Rezone – zoning map amendment (application covers 2 meetings with staff after which additional fees apply)	$~~2,404~~3,822.00
School Impact Fee Collection:[8] Per Single Family Dwelling Unit Per Multi-Family Dwelling Unit	 $~~60~~64.00 $~~30~~32.00
SEPA – *see Environmental Review*	
Shoreline (application covers 1 meeting with staff after which additional fees apply): Shoreline Exemption Determination Shoreline Conditional Use Permit[6] Shoreline Substantial Development Permit[6] Shoreline Variance[6]	 $~~242~~257.00 $~~1,969~~3,384.00 + Hearing Examiner expenses. $~~1,969~~3,384.00 + Hearing Examiner expenses. $~~1,969~~3,384.00 + Hearing Examiner expenses.
Short Plat Modification (application covers 1 meeting with staff after which additional fees apply)	$~~595~~947.00/requested modification
Site Plan Approval – PUD, Residential[7] (application covers 1 meeting with staff after which additional fees apply)	$~~1,288~~2,289.00 + $68.00/lot or unit
Site Plan Approval - PUD, Non-residential[7] (application covers 1 meeting with staff after which additional fees apply)	$~~1,498~~2,382.00 + $68.00/lot or unit
Special Exception [1 6] Single Family Residential; for a single lot request (to Hearing Examiner) All Other Instances	 $~~291~~308.00 + Hearing Examiner expenses

[7] A prior City Code amendment eliminated Planned Unit Developments (PUD). The PUD fees included herein are applicable only to the existing previously approved PUDs.
[8] The City collects an application fee to cover the reasonable cost of administration of the school impact fee program.

	$~~1,093~~1,159.00 + Hearing Examiner expenses
Special Home Occupation Permits	$~~291~~308.00
Third Party Review of Reports	$~~182.~~19300 + Actual Costs of Consultant
Three-Party Outside Utility Extension Agreement - Site Specific Review (application covers 1 meeting with staff after which additional fees apply)	$~~1,165~~1,235.00 + plus the City's actual costs in performing under the terms of the agreement as negotiated between the parties
Type I Temporary Use Permit[1]	$~~108~~216.00 $~~53~~56.00 per extension request
Type II Temporary Use Permit[1]	$~~274~~548.00 $~~53~~56.00 per extension request
Variance[1] Administrative Single Family Residential for a single lot request (to Hearing Examiner) All other instances (includes mixed use residential)(to Hearing Examiner)	 $~~647~~2,422.00 $~~291~~308.00+ Hearing Examiner expenses $~~1,114~~3,633.00 + Hearing Examiner expenses
Water/Sewer Certificate[1] (outside of city limits for other than one single-family residence)	$~~350~~371.00
Zoning Certification Letter (per parcel): Residential (Single Family & Multi-Family Non-Residential (includes mixed use development)	 $~~60~~64.00 $~~118~~125.00
Zoning Code Text Amendment (application covers 1 meeting with staff after which additional fees apply)	$~~3,804~~7,212.00
2. BOOKS, MAPS, MATERIALS:[9] *(pursuant to Resolution No. 3953)*	
Comprehensive Plan	Cost of Production
Downtown Plan	Cost of Production
Downtown Plan Appendices	Cost of Production
Copies of Codes and Ordinances	Cost of Production
Maps	Cost of Production
3. LAND CLEARING, GRADING AND FILLING FEES (*Per Ordinance No. 6146, Resolution No. 4272 Resolution No. 4424, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, ~~and~~ Resolution No. 5470, and Resolution No. 5549.*)	
Land Clearing: Application Fee (for up to 1 acre) 1 to 5 acres Over 5 acres	 $~~350~~371.00 Application Fee + $125.00/acre Application Fee + $92.00/acre
Grading and Filling Fees:	

[9] Prices for printed materials do not include any taxes.

Application Fee without FAC (for up to 500 cubic yards)	
Minor Grading Permit	$~~1,500~~1,590.00
Single Family Residential for a single lot	$~~2,300~~2,438.00
Non-Residential and Multi-Family	$~~7,500~~7,950.00
Other (Early Clear and Grade Prior to , Utility, etc.)	$~~6,000~~6,360.00
Application Fee with FAC (for up to 500 cubic yards)	$~~1,000~~1,060.00
Over 500 cubic yards	Application Fee + $0.10/cubic yard

Additional Review:

Each additional grading plan review without FAC beyond a 3rd review prior to plan approval will require an additional fee of $~~800~~848.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete an additional fee of $~~100~~106.00 per hour will be charged and must be paid prior to plan approval.

Additional grading plan review without FAC required by changes, additions or revisions to plans during construction will require an additional fee of $~~400~~424.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee of $~~100~~106.00 per hour will be charged and must be paid prior to plan approval.

4. BUILDING FEES *(per Ordinance 5715, Ordinance 5819, Resolution No. 3773, Resolution No. 3797, Resolution No. 3818, Resolution No. 3953, Resolution No. 4143, Ordinance No. 6146, Resolution No. 4272, Resolution No. 4424, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, ~~and~~ Resolution No. 5470, and Resolution No. 5549.)*

a. Building Permit Fees: Building permit fees for new structures and additions are based upon a project's construction valuation as set forth by the International Code Council (ICC). ICC's construction valuation table is hereby incorporated into the City of Auburn's fees schedule. Construction valuations will be updated on January 1st of each year. Project valuation for alterations to existing buildings and for other structures not identified in the ICC construction valuation table are based on the fair market value of the labor and materials of the scope of work associated with the permit. The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Indoor Air Quality Code building permit shall be as set forth in Table 1-A, below.[10]

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
$1.00 to $500.00	$32.00
$500.01 to $2,000.00	$32.00 for the first $500.00 plus $6.00 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	$122.00 for the first $2,000.00 plus $18.60 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,000.01 to $50,000.00	$549.80 for the first $25,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,000.01 to $100,000.00	$899.80 for the first $50,000.00 plus $10.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,000.01 to $500,000.00	$1,399.80 for the first $100,000.00 plus $9.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,000.01 to $1,000,000.00	$4,999.80 for the first $500,000.00 plus $8.00 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up	$8,999.80 for the first $1,000,000.00 plus $6.00 for each additional $1,000.00 or fraction thereof

Other Inspections and Fees:

1. Inspections outside of normal business hours ..... $~~100~~159.00 per hour[1] (minimum charge – two hours)
2. Reinspection fees assessed under provisions of Section 109.4.13 ..... $~~100~~106.00 per hour[1]
3. Inspections for which no fee is specifically indicated ..... $~~100~~106.00 per hour[1] (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans ..... $~~100~~106.00 per hour[1] (minimum charge – one hour)
5. For use of outside consultants for plan checking and inspections, or both ..... Actual costs[2]

FOOTNOTES:

[1] Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

[2] Actual costs include administrative and overhead costs.

[10] Please note that the City of Auburn may collect a review fee for the Valley Regional Fire Authority for certain permit applications that is collected in addition to the City's required fees.

b. Mechanical Permit Fees: The fee for each permit issued under provisions of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A, below. For new single-family dwellings a flat rate permit fee of $~~202~~214.00 may be charged in lieu of fees as prescribed in Table 2-A. For new multi-family dwellings, a flat rate permit fee of $~~137~~145.00 may be charged in lieu of fees prescribed in Table 2-A.

Table 2-A MECHANICAL PERMIT FEES

Permit Issuance and Heaters:

1. For the issuance of each mechanical permit ~~$28.00~~
   a. Residential Over the Counter Permit……$35.00
   b. Residential with Plan Review……$46.00
   c. Commercial, Multifamily, Non-Residential……$139.00
2. In addition to the base mechanical permit fee, each mechanical fixture shall include a charge of…… $13.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours, per hour (minimum charge -- two hours) ..... $~~100~~159.00
2. Reinspection fees assessed under provisions of Section 109.4.13 ..... $~~100~~106.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge -- one hour) ..... $~~100~~106.00
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge -- one hour) ..... $~~100~~106.00

* Per hour for each hour worked o~~O~~r the total cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved and include a minimum of one hour unless otherwise specified.

c. Plumbing Code Permit Fees: For new single-family dwellings a flat rate permit fee of $~~202~~214.00 may be charged in lieu of fees as prescribed in Table 3-A. For new multi-family dwellings, a flat rate permit fee of $~~137~~145.00 may be charged in lieu of fees prescribed in Table 3-A.

Table 3-A PLUMBING PERMIT FEES

Permit Issuance:

1. For the issuance~~ing~~ of each plumbing permit ~~$28.00~~
   a. Residential Over the Counter Permit……$35.00
   b. Residential with Plan Review……$46.00
   c. Commercial, Multifamily, Non-Residential……$139.00
2. In addition to the base ~~mechanical~~ plumbing permit fee, each mechanical fixture shall include a charge of…… $13.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours..... $~~100~~159.00
2. Reinspection fee ..... $~~100~~106.00
3. Inspections for which no fee is specifically indicated ..... $~~100~~106.00
4. Additional plan review required by changes, additions or revisions to approved plans ~~(minimum charge - one hour)~~ ..... $~~100~~106.00

*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved and include a minimum of one hour unless otherwise specified~~.~~

d. Other Building Permit Fees

Change of Use: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.

Commercial Re-roof Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.

~~**d.**~~ **Demolition Permit Fees:** Demolition permits shall be charged a base fee of $~~138~~146.00.

Fire Permit Fee: For each fire permit fee a City of Auburn administration fee of $106.00 will be applied in addition to the fee collected for the Valley Regional Fire Authority (VRFA) as identified in the VRFA Fee Schedule.

~~**Appeal Fees:** The fee for appeals of codes adopted pursuant to ACC Chapter 15 shall be $119.00 plus total hearing examiner costs.~~

Manufactured Home: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.
Plan Review Fees: When submitted documents are required by Section 106.3 of the Construction Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.
Solar Permits – Over the Counter: The permit fee for solar installations that qualify for the over-the-counter permitting shall be equivalent to the inspection fee based on a minimum of two hours.
Stock Plan Site Plan Review Fee: The plan review fee for individual lot site plan that have an approved building stock plan shall be $~~200~~212.00.
Temporary Certificate of Occupancy Fees: There shall be a fee equal to $~~500~~1,250.00 for issuance of a temporary certificate of occupancy and a fee of $300.00 for ~~any~~ each subsequent 30-day extension~~s~~ requested.
Building Permit Fee Reductions. The Director is authorized to waive building, mechanical or plumbing permit fees for homeowners that are already enrolled in another City program that is intended to benefit low income residents (e.g. housing home repair program, utility discount program). This fee reduction may also be extended to contractors that are applying for permits on behalf of these homeowners provided that it can be documented that the discount is benefiting the homeowner and not supplementing a contractor's profit.

5. FIRE IMPACT FEES. Impact Fees By Land Use – Revenue Credit = 20% (Per Ordinance No. 5977, Resolution 3953, and Resolution No. 4022)			
Land Use	**Total Fire & EMS Cost per Unit of Development**	**Adjustment (Revenue Credit) at 20%**	**Fire and EMS Impact Fee per Unit of Development**
Residential – All calculations below are per dwelling unit – Total x Number of Units			
Single Family, Duplex, Mobile Home	$362.66	$72.53	$290.13
Multi-Family	$383.09	$76.62	$306.47
Non-Residential – All calculations below are per square foot - Total x Square Feet			
Hotel/Motel	$0.53	$0.11	$0.42
Hospital/Clinic	$1.05	$0.21	$0.84
Group Living	$2.63	$0.53	$2.10
Office	$0.29	$0.06	$0.23
Retail	$0.62	$0.12	$0.50
Restaurant/Bar/Lounge	$1.62	$0.32	$1.30
Industrial/Manufacturing	$0.11	$0.02	$0.09
Leisure/Outdoors	$1.08	$0.22	$0.86
Agriculture	$0.71	$0.14	$0.57
Church	$0.38	$0.08	$0.30
Schools/Colleges	$1.07	$0.21	$0.86
Government/Public Buildings	$1.81	$0.36	$0.86
Casino	$3.78	$0.77	$3.01
Jails	$21.99	$4.40	$17.59

6. **ADMINISTRATIVE PROCEDURES AND MISCELLANEOUS INSPECTIONS:** In addition to any other fees specified in this chapter, there shall be a fee schedule for certain administrative procedures not otherwise included as set forth in the following schedule of fees:	
Adult Family Home Inspection	$~~175~~350.00
Relocation (pre-inspection)	Per Table 1-A
Housing Inspection	Actual City Cost, minimum $21.00
~~Change of Use~~	~~$201.00~~
Sign Permits	Unless ex~~c~~empt by Ch. 18.56 ACC, the fee shall accompany each application for a sign permit. The amount of the fee shall be based upon the value of the sign pursuant to Table 1-A.

7. **BUSINESS LICENSE FEES**	
a. The annual fee for a General Business License as defined in Chapter 5.10 of the Auburn City Code.	$100.00
b. Contractors who are based outside of Auburn but that are performing work inside of Auburn.	$50.00
c. Replacement fee for commercial vehicle parking permit issued in accordance with ACC 10.36.190.B	$10.00

8. RENTAL HOUSING BUSINESS LICENSE FEES *(Per Resolution No. 4601, Ordinance No. 5882, Resolution No. 4272, Resolution No. 4424, and Ordinance 6477)*:	
a. The fee for a license to operate rental housing businesses in the City, as defined in Chapter 5.22 of the Auburn City Code (ACC) shall be based on the total number of units as follows:	
One to four dwelling units	$53.00/year
Five to 24 dwelling units	$106.00/year
Twenty-five or more dwelling units	$212.00/year
Communal residence	$150.00/year
b. The fee for a license to operate rental housing businesses in the city shall be for the license year from January 1 to December 31, and each applicant must pay the full fee for the current license year or any portion thereof during which the applicant has engaged in the operation of rental housing businesses.	
c. The rental housing business license fee required by this chapter is in lieu of, and not in addition to, the general business license fee required by Chapters 5.05 and 5.10 of the Auburn City Code (ACC); provided, however, that any person required to obtain a rental housing business license must also obtain a general business license, at no cost, pursuant to Chapters 5.05 and 5.10 of the Auburn City Code (ACC).	
d. Notwithstanding the provisions of sub-section (1) of this section, the fee for operating rental housing facilities for any single individual, partnership, corporation or entity shall not exceed $424.00 per license period.	
Rental housing business license renewals shall be for the period January 1 through December 31 of each year.	

9. INDIVIDUAL LICENSE REGULATIONS *(Per Ordinance No. 6749, ~~and~~ Resolution No. 5470, and Resolution No. 5549):*

The fee licensing under ACC 5.20.030 shall be as follows:

Type	**Fee**		**Term**
	Initial	**Renewal**	
~~Ambulance Services License~~			
~~Business~~	~~No Fee~~	~~No Fee~~	~~1/1 – 12/31~~
~~Individual~~	~~No Fee~~	~~No Fee~~	~~1/1 – 12/31~~
~~Amusement Device License~~			~~1/1 – 12/31~~
~~1 to 4~~	~~$40.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~5 or more~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Auto Races License~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Cabaret License~~	~~$50.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Carnivals, Circuses, Shows, etc. Licenses~~			
~~Carnival/circus~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Theater~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Show/Exhibition~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Public Amusement~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
Dance Hall and Operator ~~License~~	$350.00	$~~20~~350.00	1/1 – 12/31
~~Fire Extinguisher~~			
~~Without testing~~	~~$30.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~With Testing~~	~~$45.00~~	~~$20.00~~	~~1/1 – 12/31~~

Type	Fee		Term
	Initial	Renewal	
~~Fireworks Stands License[11]~~	~~$70.00~~	~~$20.00~~	~~Noon 6/28 – Noon 7/6~~
~~Massage Business, Health Salon, Public Bathhouse License~~			
~~Business~~	~~$85.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Attendant~~	~~$85.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Merchant Patrol, Private Detective License~~			
~~Merchant patrol agency~~	~~$55.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Patrolman~~	~~$55.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Detective agency~~	~~$55.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Detective~~	~~$55.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Motor Vehicle Wreckers License~~	~~$70.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Outdoor Musical Entertainment License~~	~~$85.00/event~~		~~1/1 – 12/31~~
~~Pawnbrokers/Secondhand Dealers License~~			
~~Solicitor License~~	~~$40.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Master~~	~~$40.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Agent~~	~~$40.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Individual~~	~~$40.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Taxicab License – Requires King County license only to operate in Auburn~~			
~~Tow Truck Business License~~			
~~Business~~	~~$60.00~~	~~$20.00~~	~~1/1 – 12/31~~
~~Driver~~	~~$40.00~~	~~$20.00~~	~~1/1 – 12/31~~
Marijuana Related Businesses	$500.00	$500	1/1 – 12/31
A duplicate license shall be issued by the business license clerk, as designated by the mayor, to replace any license previously issued which has been lost, stolen, defaced, or destroyed.~~, upon the filing of an affidavit attesting to such fact and buy paying to the business license clerk a fee of $1.00~~			
10. Technology Fee: A 3% technology fee will be added to all fees outlined in sections 1, 3, 4, 6, and 7 above.			

~~[11] Regulation of firework stands under Chapter 8.24 ACC~~

B. ENGINEERING AND PUBLIC WORKS FEES

1. Transportation Impact Fee Rate Schedule: *(Per Ordinance No. 5763 as amended by Resolution No. 3953, Ordinance No. 6005, Resolution No. 4103, Resolution No. 4424, Resolution 4964, Resolution No. 5114, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. ~~5470~~5549.)*

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.63	$6.~~24~~55	-
Industrial Park	130	sf/gfa	0.40	$~~3.96~~4.16	-
Manufacturing	140	sf/gfa	0.67	$~~2.99~~3.14	-
Warehousing	150	sf/gfa	0.19	$~~2.92~~3.06	-
Mini-Warehouse/Storage	151	sf/gfa	0.17	$1.~~55~~63	-
Residential					
Single-Family (detached)	210	du	0.99	$5,~~383.85~~652.57	$4,~~360.92~~578.58
Accessory Dwelling Unit	N/A	du	0.51	$~~2,799.60~~2,939.34	$2,~~267.68~~380.86
Multi-Family – Low Rise	220	du	0.56	$3,~~219.44~~380.12	$2,~~607.74~~737.90
Multi-Family Mid-Rise	231	du	0.44	$2,~~529.56~~655.81	$2,~~048.94~~151.21
Mobile Home Park	240	du	0.46	$2,~~001.27~~101.16	-
Senior Housing ~~- Attached~~ – Detached	~~252~~251	du	0.~~26~~30	$1,~~131.15~~370.32	$~~916.23~~1,109.96
Senior Housing ~~– Detached~~- Attached	~~251~~252	du	0.~~30~~26	$1,~~305.18~~187.61	$~~1,057.19~~961.96
Congregate Care Facility	253	du	0.17	$~~672.78~~822.19	$~~544.71~~665.98
Assisted Living	254	bed	0.26	$1,~~131.15~~187.61	$~~916.23~~961.96
Continuing Care Retirement Community	255	du	0.16	$~~696.09~~730.84	$~~563.84~~591.98
Lodging					
Hotel	310	room	0.60	$3,~~729.08~~915.20	$3,~~020.55~~171.31
Motel	320	room	0.38	$2,~~361.75~~479.63	-
Recreational					
Health/Fitness Club	493	sf/gfa	3.45	$~~12.46~~13.09	$9.~~22~~68
Institutional					
Elementary School	520	student	0.17	$~~359.24~~377.17	$~~265.83~~279.10
Middle School/Jr. High	522	student	0.17	$~~570.55~~599.03	$~~422.21~~443.28
High School	530	student	0.14	$~~643.89~~676.03	$~~476.48~~500.26
Junior/Community College	540	student	0.11	$~~505.91~~531.16	$~~374.37~~393.06

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Church	560	sf/gfa	0.49	$2.~~56~~96	$~~1.90~~2.19
Day Care Center	565	sf/gfa	11.12	$~~31.42~~36.28	$~~23.25~~26.85
Library	590	sf/gfa	8.16	$~~14.70~~16.97	$~~10.88~~12.56
Medical					
Hospital	610	sf/gfa	0.97	$~~5.48~~6.33	$~~4.44~~5.13
Nursing Home	620	sf/gfa	0.24	$2.~~57~~70	$2.~~08~~18
Animal Hospital/Vet Clinic	640	sf/gfa	3.53	$~~15.36~~16.13	$~~12.44~~13.06
Office					
General Office (>5,000sf)	710,	sf/gfa	1.15	$8.~~20~~61	$5.~~58~~86
Small Office (<5,000sf)	712	sf/gfa	2.45	$~~17.47~~18.35	$~~11.88~~12.48
Medical Office	720	sf/gfa	3.46	$~~19.35~~20.32	$13.~~16~~82
Post Office	732	sf/gfa	11.21	$~~22.21~~23.32	$15.~~10~~86
Retail					
Free Standing Discount Superstore	813	sf/gla	4.33	$10.~~03~~53	$7.~~42~~79
Free Standing Discount Store	815	sf/gla	4.83	$13.~~08~~73	$~~9.68~~10.16
Hardware/Paint Store	816	sf/gla	2.68	$5.~~24~~50	$~~3.88~~4.07
Shopping Center	820	sf/gla	3.81	$8.~~21~~62	$6.~~07~~38
Car Sales – New	840	sf/gla	5.13	$~~13.90~~14.59	$10.~~28~~80
Car Sales – Used	841	sf/gla	3.75	$~~21.44~~22.51	$~~15.87~~16.66
Automobile Parts Sales	843	sf/gla	4.91	$7.~~39~~76	$5.~~47~~74
Tire Store	848	sf/gla	3.98	$~~9.80~~10.29	$7.~~25~~61
Supermarket	850	sf/gla	10.94	$~~19.30~~20.26	$14.~~28~~99
Convenience Market	851	sf/gla	49.11	$~~48.61~~51.03	$~~35.97~~37.77
Home Improvement Store	862	sf/gla	2.33	$4.~~41~~63	$3.~~26~~43
Drugstore w/o Drive-Through	880	sf/gla	8.51	$~~10.57~~11.09	$~~7.82~~8.21
Drugstore w/ Drive-Through	881	sf/gla	10.29	$~~13.86~~14.55	$10.~~26~~77
Marijuana Dispensary	882	sf/gla	21.83	$~~124.82~~131.05	$~~92.37~~96.98
Furniture Store	890	sf/gla	0.52	$0.~~65~~68	$0.~~48~~50
Services					
Walk-In Bank	911	sf/gfa	12.13	$~~18.38~~19.29	$~~13.60~~14.28
Drive-in Bank	912	sf/gfa	20.45	$~~30.98~~32.53	$~~22.93~~24.07
Fast Casual Restaurant	930	sf/gfa	14.13	$~~35.67~~37.45	$~~26.39~~27.71
Quality Restaurant	931	sf/gfa	7.80	$24.23~~.08~~	$17.~~08~~93
High Turnover Restaurant	932	sf/gfa	9.77	$~~19~~20.90	$~~14.73~~15.46

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	28.34	$~~44.92~~47.16	$~~33.24~~34.90
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	32.67	$~~50.76~~53.30	$~~37.56~~39.44
Espresso Stand w/ Drive-Through	938	sf/gfa	83.33	$~~44.02~~46.22	$~~32.58~~34.20
Automobile Parts and Service Center	943	sf/gfa	2.26	$5.~~41~~68	$4.~~00~~20
Service Station	944	vfp	14.03	$~~51,494.36~~22,567.18	$~~15,905.82~~16,699.71
Service Station w/ Mini-Mart	945	vfp	13.99	$~~16,259.58~~17,071.12	$12,~~032.09~~632.63
Lakeland PUD *(Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176, Resolution No. 5181, and Resolution No. 5388, and Resolution No. 5549.)*					
Detached Single-Family Residential Unit	N/A	du	n/a	$1,~~355.45~~417.13	-
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	$~~879.79~~919.82	-
Senior-Family Unit	N/A	du	n/a	$~~302.32~~316.08	-
Commercial/Retail Units	N/A	sf/gfa	n/a	$3.~~52~~68	-
Administrative Fee for Review of Independent Fee Calculation					$~~400~~425.00

Notes:

A. Basic trip rates are based on the ITE Trip Generation Manual, 10th Edition.

B. Impact fee rate calculation is based upon the following methodology:
   - Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure)
   - Basic Trip Rate x Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure)

C. For land uses not specifically identified here, trip generation rates could be derived from ITE or a special study by the applicant.

D. sf/GFA= Square feet Gross Floor Area; sf/GLA= Square Feet Gross Leasable Area; VFP=Vehicle Fueling Position.

E. Projects eligible for the Downtown Fee Rate are those located entirely within the Downtown Urban Center boundary as identified in the Comprehensive Plan.

2. Truck-Dependent Land Use Supplementary Transportation Impact Fee Rate Schedule: (*Per Resolution No. 4122, Resolution No. 4424, Resolution No. 5181, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. ~~5470.~~)5549.)*

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Industrial				
Light Industry/Manufacturing/ Warehousing	110, 130, 140, 150	sf/gfa	0.06	$0.11
Heavy Industry	120	sf/gfa	0.04	$0.~~07~~08

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Retail				
Shopping Center	820	sf/gla	0.01	$0.02
Car Sales	840, 841	sf/gfa	0.09	$0.13
Supermarket	850	sf/gfa	0.33	$0.~~59~~62
Free-Standing Discount Store/Superstore	813, 815	sf/gfa	0.10	$0.~~18~~19
Home Improvement Store	862	sf/gfa	0.37	$0.~~67~~70
Services				
Restaurant	930, 931, 932	sf/gfa	0.63	$1.~~13~~19
Fast Food Restaurant	933, 934	sf/gfa	2.87	$5.~~16~~42

Notes:

A. ITE Land Use Code based on ITE Trip Generation, 10th Edition

B. Impact fee rate calculation is based upon the following methodology:

- Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
- Truck Trip Rate x Per Trip Fee = Impact Fee Rate (per unit of measure)

C. For land uses not specifically identified in the table, trip generation rates could be derived from a special study by the applicant.

D. sf /gfa=square feet of gross floor area

3. Facility Extension Fees: *(Per Ordinance No. 5791 and amended by Ordinance No. 5819, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5319, Resolution 5380, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549)*

Application Fee: Base fee plus $1,~~500~~590.00 for each facility (water, sanitary sewer, storm drainage, street, private street/fire lanes and private storm systems within private streets).

The base fee varies by project type as follows:

- Residential $~~500~~530.00
- Commercial* $2,~~500~~650.00
- Multi-Family** $4,~~000~~240.00
- Short Plat $5,~~000~~300.00
- Plat $8,~~000~~480.00

* Includes multi-use projects in the Downtown Urban Center and projects outside City limits that extend City utilities.

** Includes multi-use projects outside the Downtown Urban Center.

Review and Inspection Fee: Summation of the following categories (a+b+c).

a. For the combined linear footage of water, sewer, storm drainage and private storm drainage within private streets, streets, and private street/fire lanes, $5.~~60~~90 per lineal feet.

b. For non-linear extensions such as pump stations or traffic signals, the review and inspection extension fee will be determined by the City Engineer based on an estimate of the City's costs associated with the review and inspection costs with staff time at $~~100~~106.00 per hour and outside support services charged at actual cost.

c. For that portion of a City utilities extension located outside City Limits, additional fees may be assessed equal to the City's costs associated with permits from other jurisdictions required to be paid for by the City.

Facility Extension Fees will be paid as follows:

a. Application fee (including base fee and per facility charge) due with application.

b. 30% of the estimated Review and Inspection Fee and any outstanding application fees will be paid when the applicant applies for second review or, if no second review is needed, before the City signs the facility extension agreement

c. Remaining balance of Review and Inspection Fees and any other outstanding application fees will be paid by the applicant before the City signs the facility extension agreement.

Additional Review:
Each additional plan review beyond a 3rd review prior to plan approval will require an additional fee of $~~800~~848.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete an additional fee of $~~100~~106.00 per hour will be charged and must be paid prior to plan approval.

Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of $~~400~~424.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee of $~~100~~106.00 per hour will be charged and must be paid prior to plan approval.

For each deviation, deferral, or appeal submitted for review, the applicant will be charged a $~~400~~424.00 fee, regardless of the City's approval or rejection of the request. If the review of the request requires more than 4 hours of staff time to complete, an additional fee of $~~100~~106.00 per hour will be charged and must be paid prior to plan approval.

Additional Inspection:
Fees to inspect work beyond the Authorized Construction Period, re-inspect previously inspected work that was found to be incomplete or deficient, and inspection of non-linear extension work are $~~100~~106.00 per hour during normal business hours and $~~150~~159.00 per hour during non-business hours (weeknights, weekends, and holidays).

4. Right-of Way Use Permit Fees: *(Per Ordinance No. 6125, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549.)*	
Type A – Banner (Application Fee Only, No permit fee)	$~~56~~60.00
Type B – Short Term (Application Fee Only, No permit fee)	$~~66~~60.00
Type C – Long Term (Application Fee)	$250.00
Type C – Long Term – Surface Encroachment (Permit Fee)	~~$275.00 for the 1st year (or any term longer than 30 days and less than 1 year)/ $110.00 for each additional year (or portion thereof) up to 5 years~~$120.00 per year
Type C – Long Term – Non-Surface Encroachment (Permit Fee)	$60.00 per year
Type D – Hauling (Application Fee)	$117.00
Type D – Hauling (Permit Fee)	~~$110.00 +~~ Estimated staff time ~~@ $100~~for inspection and oversight @ $106.00 per

	hour during normal business hours and $~~150~~159.00 per hour during non-business hours (weeknights, weekends, and holidays). Police support to be contracted separately as needed.
~~Street Closure – Type B or C~~Additional Application Fee for permits that require a parking plan, traffic control plan, and/or pedestrian detour plan	$~~100~~106.00
~~Sidewalk Closure – Type B or C~~	~~$66.00~~
~~Parking Closure – Type B or C~~	~~$66.00~~
5. Franchise Agreements: *(Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5413, Resolution No. 5424, Resolution No. 5470, and Resolution No. 5549.*	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	$5,~~500~~800.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $5,~~500~~800.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
Small Wireless Facility Siting and Construction Permit Application Fee (ACC 20.02.010, ACC 20.14.020)	$500.00 for Existing, Relocated, or Replaced Structure for up to five sites or $1,000.00 for each New Structure (These fees include **all** City permitting costs except the Franchise Application/Renewal/Amendment and Administration Fee.)
Late Payment. In the event any quarterly payment is made after noon on the date 10 days after the date due	~~$25.00 or~~ Simple interest at 12% annually on the total amount past due
Assignment or transfer of Franchise	~~$77~~$2,900.00
~~**6. Public Way Agreements:** *(Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5319, Resolution No. 5388, and Resolution No. 5424, and Resolution No. 5470.)*~~	
~~Application/Renewal Application Fee (ACC 20.04.020, ACC 20.04.120)~~	~~$5,500.00 nonrefundable Initial Fee + plus the City's actual costs incurred in excess of $5,500.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.~~
~~Annual Fee (ACC 20.04.170)~~	~~Actual City Costs~~
~~Assignment of Public Way Agreement~~	~~$77.00chagne~~
~~7~~6**. Right-of-Way Vacations:** *(Per Resolution No. 4143, Resolution No. 5114, Resolution No. 5319, Resolution No. 5388, ~~and~~ Resolution No. 5470, and Resolution No. 5549.)*	
Application Fee	$1,~~650~~750.00
Land Value Compensation	Per ACC 12.48.085

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~~8~~7. Utility System Development Fees: *(Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549.)*

For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.

a. Water Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Meter Size (In Inches)	Water Service Installation Permit Fee			System Development Charge (SDC)
	Existing Water Service & Meter Box[1]	Water Service & Meter Box Installed by City[2]		
		Paved Street	Unpaved Street	
¾ or less	$~~460~~465.00	$4,~~340~~560.00	$2,~~840~~970.00	$7,~~413~~613.00
¾ or less with Fireline[3]	$~~460~~465.00	$6,~~030~~300.00	$4,~~530~~710.00	$7,~~413~~613.00
1	$~~505~~510.00	$4,~~385~~605.00	$~~2,885~~3,015.00	$7,~~413~~613.00
1 with Fireline[3]	$~~505~~510.00	$6,~~070~~345.00	$4,~~570~~755.00	$7,~~413~~613.00
1-1/2	$1,~~200~~225.00	$~~7,695~~8,040.00	$6,~~195~~450.00	$~~24,683~~25,349.00
2	$1,~~215~~235.00	$~~7,705~~8,050.00	$6,~~205~~460.00	$~~39,507~~40,574.00
3	Actual Cost	By Applicant	By Applicant	$~~79,088~~81,223.00
4	Actual Cost	By Applicant	By Applicant	$~~123,560~~126,896.00
6	Actual Cost	By Applicant	By Applicant	$~~247,050~~253,720.00
8	Actual Cost	By Applicant	By Applicant	$~~395,295~~405,968.00
10	Actual Cost	By Applicant	By Applicant	$~~568,294~~583,638.00

[1]Installation of a water meter done by the City and the service either already exists or has been installed by the Applicant.

[2]Installation of the entire water service is done by the City.

[3]Applies only to Single-Family Residential meter.

b. Sanitary Sewer Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee	System Development Charge (SDC)
New Connection[4]	$~~205~~220.00	$2,~~750~~824.00 per RCE[5]
Grinder Pump (New Connection)[4]	$~~285~~300.00	$2,~~750~~824.00 per RCE[5]
Tenant Improvement[4]	$~~70~~75.00	$2,~~750~~824.00 per net increase in RCE's[5]

[4]All construction is the responsibility of the Applicant. If a new connection or repair requires work within City right-of-way, a Construction Permit (~~EXC~~CON - see Section ~~11~~9) is required in addition to the Sewer Permit.

[5]RCE, Residential Customer Equivalent - An RCE shall be as defined by the King County Department of Natural Resources.

NOTE: In addition to City sanitary sewer connection fees, King County will impose a sanitary sewer connection fee (King County Capacity Charge) for improvements in King County's regional sewer system, in accordance with King County Code 28.84.050. King County will bill customers directly for this charge once the sewer work is complete. This charge is not to be paid to the City.

c. Storm Drainage Utility: *(Per Resolution No. 4566 and amended by Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549.)*

Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee[6]		System Development Charge (SDC)
Single Family Residence & Duplexes (on Individual Parcels)	Level 1	$~~225~~240.00	$1,~~374~~411.00 per ESU[8]
	Level 2	$~~445~~470.00	
	Level 3 [7]	Base Fee = $1,~~575~~670.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $~~445~~470.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $~~115~~120.00 per whole or partial Acre disturbed over 1 Acre	
Other Parcels	Level 1	$~~225~~240.00	$1,~~374.~~411,00 per ESU[8]
	Level 2	$~~445~~470.00	
	Level 3 [7]	Base Fee = $1,~~575~~670.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + $~~445~~470.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + $~~115~~120.00 per whole or partial Acre disturbed over 1 Acre	

[6]Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.

  Note: Single-family residential projects disturbing 500 square feet or less may not require a permit.

- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.

- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert ¾ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

[7]Level 3 permit is calculated as the Base Fee plus the Cumulative Additional Fees described herein.

[8]ESU, Equivalent Service Unit - A configuration of development of hard surfaces (which include impervious surfaces, permeable pavements, and vegetated roofs) estimated to contribute an amount of runoff to the City's storm drainage system which is approximately equal to that created by the average single family residential parcel. Although gravel surfaces are considered a hard surface under ACC 13.48.010, existing gravel surfaces are not included in the calculation of the SDCs. One ESU is considered equal to 2,600 square feet of parcel coverage by hard surfaces. Per ACC 13.48.010.

When calculating the total SDC, a credit will be applied for the existing hard surface area except existing gravel surfaces.

~~9~~8. **Other Utility Fees:** *(Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, and Resolution No. 5549.)*	
Fireline Connection Permit	$~~150~~160.00
Hydrant Installation Permit and Inspection Fee	$~~260~~275.00
Hydrant Use Monthly Rate (applies to Type A and B permits): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Fire Hydrant Meter Wrench Fee (Type A Permit)(1)	$~~50~~55.00
Hydrant Meter with RPBA, Valve, and Wrench (Type B Permit) – Refundable Deposit(2)	$2,~~175~~390.00
Dedicated Hydrant Use and Hydrant Meter Penalties and Charges	
Failure to record "Start" read properly(2a)	$~~260~~275.00
Failure to record "Finish" read properly(2a)	$~~260~~275.00
Failure to submit monthly water consumption report to the city(2b)	$10.00
Nonpayment of bill within 10 calendar days of reminder notice(2b)	$10.00
Non-return of hydrant meter with RPBA assembly after request for return(2b)	$10.00
Using a hydrant without hydrant operator training documentation on hand(2a)	$~~50~~55.00
Using a hydrant without operator training documentation(2a)	$~~260~~275.00
Using a hydrant without permit documentation on hand(2a)	$~~50~~55.00
Using a hydrant without permit documentation(2a)	$~~260~~275.00
Loaning out a hydrant meter with RPBA assembly to an unauthorized party(2a)	$~~260~~275.00
Using a tool other than the city-supplied hydrant wrench to operate a hydrant(2a)	$~~50~~55.00
Damage to hydrant or infrastructure (reimbursement to city for repair or replacement)	At Actual Cost
Nonresponse to revocation of permit or trained hydrant operator certificate(2b)	$10.00
Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly(2a)	$~~260~~275.00
Water Use Charge for Unreturned Hydrant Meter (if equipment not returned for final reading)	$~~740~~785.00
Water Meter Test Fee, 2" or less	$~~235~~250.00
Water Meter Test Fee, greater than 2"	At Actual Cost
Water Meter Removal Fee (3/4" to 1") – (service line remains)	$~~330~~350.00
Water Meter Removal Fee (1-1/2" to 2") – (service line remains)	$~~660~~700.00
Water Meter Removal Fee (3" and larger) – (service line remains)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	$3,~~175~~365.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 8.a.
Water Service Alteration/Repair Permit on Private Property (by Applicant)	$~~90~~95.00
Backflow Permit for Premises Isolation (internal or external)	$~~90~~95.00
Utility Fees with Demolition Permit	
Water Meter Lockoff/Unlock Demo Fee (all sizes), per meter	$75.00

Fire Line Shutoff/Turn-on Demo Fee	$75.00
Fire line Abandonment Permit (at main or other City-approved location, by Applicant, also may require Construction permit if in ROW)	$95.00
Backflow Assembly Abandonment Demo Fee, per assembly	$75.00
Side Sewer Cap Demo Fee (to cap side sewer before building demolition), per sewer connection	$95.00
Storm Inspection Demo Fee (to cap storm pipes before building demolition), per parcel	$250.00
Hydraulic Modeling (payment of estimated fees required in advance)	At Actual Cost
King County Right-of-Way Permit	At Actual Cost, $1,000.00 Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	$~~100~~105.00
Re-Locate Fee (if <45 days from initial locates)	$~~215~~230.00
Side Sewer Repair Permit on Private Property	$~~90~~95.00
Side Sewer Repair Permit in Right-of-Way[3]	~~$170~~$180.00
~~Demolition~~Side Sewer Cap Permit (~~cap side sewer before building~~not associated with demolition)	~~$90~~95.00
Side Sewer Relocation/Replacement Permit	~~$140~~$150.00
Oil/Water Separator Permit	$~~215~~230.00
Grease Interceptor Permit[3]	~~$215~~$230.00
Storm Drainage Repair Permit – Existing Private System on Private Property	$~~90~~95.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement[3]	$~~170~~180.00
Storm Retrofit Permit – Non-Single Family on Private Property	$~~250~~265.00
Utilities Payback Administration Fees: Application Fee[4]: Base Fee (BF) Per Benefited Parcel (BP) *Application Fee Calculation = BF + (BP x Number of Benefited Parcels)* Payment Processing Fee (per parcel)[5] Outside Professional Services, including Area of Special Benefit Analysis	 $~~2165~~2,295.00 $~~55~~60.00 $~~105~~110.00 Time & Materials
Convenience shut off	$50.00
Delinquent shut off	$50.00
Late charge	1% per month of outstanding bill or $15.00 minimum, whichever is greater
Meter Damage/Tamper Repair Permit	$515.00 plus Meter Cost, if applicable
Unauthorized turn on/off	$100.00
Delinquent meter pull	$200.00
Unauthorized fire line or water hook up	$100.00 a day fine from date of discovery
Refusal of access per day	$30.00

Closing/Final billing	$~~30~~15.00
New account setup	$25.00
Bill tenant	$25.00
After-hours water turn on/off	$50.00
Escrow estimates	$25.00

(1) Non-refundable fee. Wrench is only for withdrawing water at City-designated hydrant fill stations. Applicant will be charged the Hydrant Use Monthly Rate and all monthly reported water use at Commercial water rates until applicant notifies City that applicant is no longer using water from City-designated hydrants.

(2) Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City for annual maintenance and testing no later than the date specified by the City at the time of application. **The deposit amount will be forfeited if the equipment is not returned to the City by the deadline.** If needed, the City will re-issue a hydrant meter to the applicant under the same permit. In that instance, the applicant will be billed for any damages to the returned meter; the deposit will be applied to the re-issued hydrant meter. Upon final return of the equipment to the City, the cost of repairing any damages will be deducted from the deposit.

(2a) Maximum penalty, per day, location, violator and incident.

(2b) Per calendar day.

(3) If repair or new construction requires work within City right-of-way, including a new connection to the City's system, a Construction Permit (CON~~EXC~~ - see Section ~~11~~9) is required in addition to the permit.

(4) Payback Agreement Application Fee includes recording and mailing costs.

(5) Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

~~10~~9. **Construction/Excavation Permits (for work within the public rights-of-way including construction of utilities, sidewalks and driveways that are not part of Facility Extensions (FAC)):** *(Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549.)*	
Basic Fee (BF) Basic fee covers permit intake, admin, limited review and inspection time.	$~~155~~165.00
Daily Review and Inspection Rate (DIR) Normal Business Days Non-Business Days (includes weeknights, weekends, and holidays))	 $~~415~~440.00 $~~620~~655.00
Fee Calculation: Permit Fee = BF + (DIR x Estimated Days In Right of Way)*	
*For projects that are expected to involve significant review and inspection time, after hours work, or the review and inspection scope or duration requirements cannot be accurately estimated, the city engineer may establish a deposit account to manage permittee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated and a final bill or credit issued to the permittee.	

~~11~~10. **Memorial Sign Program:** *(Per Ordinance No. 6137, Ordinance No. 6149, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549.)*	
Memorial Sign	$~~165~~175.00

~~12~~11. **Special Permits:** *(Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, and Resolution No. 5470.)*
Special Permit fees are assessed per Section ~~10~~9. Construction/Excavation Permits

~~13~~12. **Street Payback Agreements:** *(Per Ordinance No. 6319, Resolution No. 4624, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549.)*	
Street Payback Administration Fees: Application Fee(1): Base Fee (BF) Per Benefited Parcel (BP) *Application Fee Calculation = BF + (BP x Number of Benefited Parcels)* Payment Processing Fee (per parcel)(2) Outside Professional Services, including Area of Special Benefit Analysis	 $2,~~165~~295.00 $~~55~~60.00 $~~105~~110.00 Time & Materials
(1) Payback Agreement Application Fee includes recording and mailing costs. (2) Fee to be deducted from the amount due to the developer when payback is collected for a parcel.	

~~14~~13. **Mitigation and Impact Fees for Exempt Wells:** *(Per Resolution No. 5352 and ~~ESSB 6091~~ RCW 90.94.020.)*	
Mitigation and Impact fees for properties that will be served by new exempt wells drilled on or after January 19, 2018.*	$500.00
*$350.00 of the $500.00 fee shall be sent to the Washington State Department of Ecology for mitigation enhancements in the well's drainage basin, with the remaining $150.00 to be retained by the City to cover its administrative costs.	

14. Technology Fee: *(Per Resolution No. 5549.)*
A 3% technology fee will be added to all fees outlined in sections 3 and 9 above.

C. ANIMAL LICENSING FEES AND PENALTIES *(Per Resolution No. 4868)*:

1. Animal License Fees

Type	Comments	Cost
Juvenile	8 weeks to 6 months of age	$15.00
Altered	Proof of spay/neuter required	$30.00
Unaltered	[redacted]	$60.00
Senior	Proof that pet is altered and proof that owner is 62 years of age or older consistent with ACC 13.24 is required.	$15.00
Disabled	Proof that pet is altered and proof of disability required	$15.00
Service Animal	With a signed statement, on the City Form, indicating that the owner of the animal has a disability and that the animal is a service animal, no license fee shall be charged by the City.	$0
Replacement Tag	[redacted]	$5.00

2. Late Payment Penalty

Days Past Expiration	Type	Additional Cost
45-90	Late Fee	$15.00
91-135	Late Fee	$20.00
136-364	Late Fee	$30.00
365 or more	Late Fee	$30.00 + prior year's license fee

D. AUBURN MUNICIPAL AIRPORT FEES *(Per Ordinance No. 5707, amended by Ordinance No. 5715 and Ordinance No. 5819, and amended by Resolution No. 3784, Resolution 3797, Resolution No. 3841, Resolution No. 3953, Resolution No. 4117, Resolution No. 4270, Resolution No. 4414, Resolution 4734, Resolution No. 4880, Resolution No. 5016, Resolution No. 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, ~~and~~ Resolution 5470, and Resolution No. 5549.)*

1. Lease Fees

Lease Type:

Open D-G	$221.00
Open C	$263.00
Closed J	$397.00
Closed H	$422.00
Closed Y & Z	$490.00
Closed Y1 & Z22	$630.00
Outside Tiedowns	$83.00
Storage Rows H-D	$142.00
Storage Units (185 sq. ft. – Buildings Y&Z)	$125.00
Storage Units (298 sq. ft.)	$152.00
Storage Units (380 sq. ft. – Buildings Y&Z)	$192.00

A security surcharge of $10.00 per month is charged, in addition to the base monthly rental fees provided in this section, for each tie-down, each hangar door and each storage rental area, which security surcharge fees are to be used for the provision of increased security at the Auburn Municipal Airport (approved by Ordinance No. 5500 on January 16, 2001). For the purposes hereof, each tie-down consists of the structures/facilities necessary to accommodate one (1) regular sized light aircraft. Furthermore, the hangar doors to which the security surcharge applies includes all hangars located at the Auburn Municipal Airport, including those hangars built on land owned by the City but leased to private parties, and those hangars owned in a condominium type ownership.

The above lease and security surcharge amounts are subject to applicable leasehold taxes, which shall be paid by the tenant. The total charges, including the above lease rates plus lease hold tax and surcharge shall be reflected in monthly billing rates. Tenants shall be given notice as required by Ordinance or lease agreements. The Airport Lease rates shall be effective January 1, 2021~~0~~.

Payments. Payments are due on the first of each month, past due as of the 5th and late as of the 16~~5~~th. Payments not received by the 15th incur a $25.00 late fee. Payments not received after 30 days from the due date incur an additional $25.00 delinquency fee each month payment is delinquent.

Automatic gate electronic cards. One automatic gate electronic card will be issued to each City rental tenant free of charge. Any additional electronic cards requested by a tenant are subject to a $25.00 fee. ~~A $15.00 fee refund applies to all serviceable returned cards.~~ An additional $25.00 replacement fee will be assessed against the tenant for all lost or damaged electronic cards. All electronic cards must be returned to the airport at the time of lease expiration.

Each lease shall include an initial payment of first and last months' rent plus a damage deposit in the amount of two times the monthly base rate, with the exception of an Outside Tie-Down Lease which shall include an initial payment of first months' rent only. Each lease agreement shall also include terms that authorize the city to apply the damage deposit to outstanding charges on termination.

2. Daily Transient Parking (overnight)

Tie Down	$5.00
Open "T"	$25.00
Enclosed Hangar	$35.00

3. Base Parking Fee – Designated Spaces

A base vehicle parking fee of $64.00 per month per designated space is charged. There are ~~ten~~ designated spaces available on a first come basis for pilots to park or store a vehicle for an extended period of time. All airport rules and regulations apply. A ~~Vehicle Storage Permit must~~monthly storage agreement must be completed and appropriate fees paid. The storage of vehicles is for the convenience ~~for~~ of the users of the Auburn Airport and is month-to-month.

4. Additional Airport Fees

Gate Cards (each lease gets one card at no charge.~~) Additional cards cost $25.00. A $15.00 refund applies to all serviceable returned cards.) Limit 2 Cards per space.~~	$25.00
Annual Aeronautical Business License	$250.00
Initial Hangar Waitlist Fee	$50.00
Annual Hangar Waitlist Fee	$25.00/year
Resale Fuel Flowage Fee (Jet A Retailers)	$0.05/gallon
Conference Room Rental Fee	$25.00/hour
Gate Remote	$40.00

5. Waiver of Fees for Governmental Entities or Governmental Affiliated Entities

The Mayor is authorized to waive a portion or all of any (otherwise) required fees for hangar space rental - if space is available - for governmental entities or government affiliated entities that provide community service(s) and public benefit(s) to residents, citizens and businesses of Auburn.

E. POLICE DEPARTMENT FEES *(Per Ordinance No. 5715 amended by Ordinance No. 6216, 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance 6216, Ordinance 6276, Resolution No. 4552, Resolution No. 5016, Resolution No. 5114, Resolution No. 5255, Ordinance No. 6216, Ordinance No. 6252, Ordinance No. 6345, Ordinance No. 6607, ~~and~~ Resolution No. 5470, and Resolution No. 5549.)*

Type	Fees
Police Report/Collision Report (fee not charged where requested by victim or party involved)	$13.25
Visa Letter	$10.00
Fingerprinting Fees (fee not charged where taking of fingerprints is required by city)	as set by the FBI
Laminated Concealed Pistol License	$~~3.50~~5.00
Annual Alarm Registration Fees:	
Residential	$24.00
Commercial	$24.00
Residential Low Income Senior Citizen/Disabled Citizen	$12.00
Late Registration Fee	$25.00
Auburn Security Alarm License	$10.00/each registered alarm user to a maximum of $100.00 annually
Late License Fee	$25.00
Reinstatement Fee	$100.00 plus $10.00/permitted user
False Alarm Service Fees	
Burglar False Alarm Service Fee*	$100.00
Robbery, Panic and Burglary Crime in Progress False Alarm Fee*	$200.00
	$200.00
Supplemental Fee for Non-permitted Alarm System, each alarm	$100.00
Fee for false alarm caused by Monitoring Company or Alarm Installation Company employee	$100.00
First Dispatch Report during time of suspension	
Each dispatch thereafter	$25.00
Late Fee	$25.00
Appeals	$25.00

*The alarm administrator will waive the first false alarm fee following the installation of an alarm system at a particular address.

Traffic School Fee	$~~100.00~~125.00[12]
Animal Impound Fees	
Fee to recover from impound all animals not permitted to be sheltered by Auburn Valley Humane Society:	
Rabbits and Poultry	$25/per day held
Goats and Sheep	$30/per day held
Pot-Bellied pigs and Cattle	$35/per day held
Horses, mini-Equine, Donkeys, and Mules	$40/per day held
Stallions	$50/per day held
All fees related to transport, house, and care of impounded animal	TBD

[12] A 3% transaction fee will be applied if paid by credit card.

F. CITY CLERK FEES *(Per Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 4244, Resolution No. 5016, Resolution No. 5114, ~~and~~ Resolution No. 5312, and Resolution No. 5549.)*

Type	Fees
Fees for public records – collection	
Non-certified photocopies of public records, printed copies of electronic public records when requested by the person requesting records	$0.15 per page plus postage
Certified copies of public records	$5.00 per document plus copying fees
Scanned public records into an electronic format	$0.10 per page
Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery	$0.05 per each 4 electronic files
Transmission of public records in an electronic format	$0.10 per gigabyte
Digital Storage Media or Device; Container or Envelope Used to Mail Copies to Requestor, and Postage	Actual Cost
Customized service charge for requests requiring the use of information technology expertise per RCW 42.56.120(3)	Varies by request
Police body camera video redactions (redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring) per RCW 42.56.240(14)	$60.25 per hour

G. CITY CEMETERY FEES *(Per Ordinance 5715, Resolution No. 3797, Resolution No. 3953, Resolution No. 4027, Resolution No. 4103, Resolution No. 4117, Resolution No. 4272 Resolution No. 4424, Resolution No. 4552, Resolution No. 4675, Resolution 4778, Resolution No. 4880, Resolution 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, ~~and~~ Resolution No. 5470, and Resolution No. 5549.)*

Type	Fees
Graves	
Section 9A and 9B	~~$2,895.00~~$2,995.00
All other adult graves	~~$2,495.00~~$2,595.00
Child's Place	~~$300.00~~ $400.00
Double Depth (includes 2 burial spaces / 2 liners)	~~$5,000.00~~ $5,395.00
Section 9A and 9B (Quads and Upright monument plots)	$6,995.00 each
Section 9B (Plaza Estates)	$9,995.00 each
Ground Cremation Plots	
Centennial Um Garden (single)	$995.00
Centennial Um Garden (double)	$1,895.00
Section 9 Upright Section Um Plots (up to 2 urns)	$3,295.00
Niches	
Mausoleum (top rows available only) – single	Sold Out
Centennial Columbarium II (1 or 2 urns) – Row 2	$2,295.00
Centennial Columbarium II (1 or 2 urns) – Row 1	$1,995.00
Chapel of Memories – Interior Niches* Range From	
12 x 12 Single	$2,895.00 – $3,995.00
12 x 18 Double	$3,695.00 - $6,595.00
12 x 24 Family (up to 3 urns)	$6,995.00 - $~~,~~8,995.00
*The above niche prices include one bud vase per niche. Inurnment will be $695.00 per occasion. See guidelines for additional pertinent information. A single inscription on the glass front is ~~$240~~ $300 plus tax. Urn's to be purchased separately.	
Chapel of Memories – Exterior Niches*	
Rows 4, 5, & 6	$2,695.00
Rows 2 & 3	$2,295.00
Rows 1, 7, & 8	$1,995.00
*If the niche (external) is to be used as a double niche, the inurnment, inscription and tax will be due when a second urn is placed. (Row 1 is the bottom row)	
OVERTIME WILL BE CHARGED AT $175.00 PER HOUR AFTER 4:30 P.M., MONDAY THROUGH FRIDAY. THE SATURDAY SERVICE CHARGE IS $850.00 FOR FULL INTERMENT AND ~~$450.00~~ $475.00 FOR CREMATION SERVICES.	
Extended Land Use	$595.00
Memorial Plaque - $175 additional for inscription + tax	$295.00
Services	
"Chapel of Memories" rental for services	$350.00
Opening and Closing – Ground Burials	
Liner/Vault	$1,495.00
Children's Place	~~$490.00~~ $495.00
Opening and Closing – Cremation	
Cremation Plot	$795.00
Niche	$695.00

Opening and Closing – Entombment	$1,495.00
Marker Services	
Flat Grass:	
Inscription	$300.00 + tax
Setting Fee	$295.00 + tax
Resetting Fee	$150.00 + tax
New Inspection Fee for outside sales	~~$350.00~~$450.00
Upright	
Setting Fee	$475.00 + tax
Inscription	$425.00 + tax
Resetting Fee	$325.00
Vase Setting Fee	$55.00 + tax
Recording Fee	$100.00
Overtime Charge – per hour	$175.00
Saturday Service Fee	
Full Interment	$850.00
Cremation	~~$450.00~~ $475.00
Materials	
Flower Vases: (prices include vase setting fee)	
Standard	$200.00
Deluxe Cast Zinc (gray or bronze zinc)	$275.00
Deluxe Wall (brass)	$275.00
Liners: Concrete Liner	$795.00 + tax
Mountain View Vault	$1,695.00 + tax
Vault Installation	~~$695.00~~$995.00 + tax
Double Depth	~~$995.00~~ $1100.00 + tax
Urn Encasement	$350.00 + tax
Forestwalk Informal Cremation Garden	
Phase I: Single 3' Single Ground Plot	$1,695.00
Phase I: Double 4' Plots	$2,495.00
Phase II: Double 4' Double Ground Plot	$2,495.00 - $3,995.00
Wishing Well Scattering	~~$350.00~~ $500.00
Granite Memorials Start At	$595.00 + tax

H. PARKS, ARTS AND RECREATION *(Per Resolution No. 3797 and amended by Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Resolution No. 4880, Resolution No. 5016, Resolution No. 5181, Resolution No. 5228, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, ~~and~~ Resolution No. 5470, and Resolution No. 5549.)*

LES GOVE MULTI-PURPOSE BUILDING	**Resident**	**Non-Resident**		
Monday – Sunday	$60.00/ Per 3 hour block	$75.00/ Per 3 hour block		
LES GOVE GYMNASIUM	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Gymnasium (athletics practice, birthday parties, etc.)	$45.00/hour	$55.00/hour	$35.00/hour	$45.00/hour
Gymnasium (tournaments, trade shows, fairs, etc.)	$75.00/hour	$90.00/hour	$60.00/hour	$75.00/hour
Damage Deposit	$300.00	$300.00	$300.00	$300.00
Optional Cleaning Fee	$275.00	$275.00	$275.00	$275.00
SENIOR ACTIVITY CENTER	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Millennium Room (includes basic kitchen use) Available Friday evenings, Saturday and Sunday.	$80.00/hour	$100.00/hour	$60.00/hour	$80.00/hour
Full Facility Rental Package Friday night & Saturday: 4 hours Friday and up to 12 hours of use on Saturday	$1,200.00	$1,500.00	$900.00	$1,200.00
Full Facility Rental Package Full Day Saturday or Full Day Sunday: up to 12 hours of use on either day	$1,000.00	$1,300.00	$750.00	$1,000.00
1/3 Millennium Room	$45.00/hour	$55.00/hour	$35.00/hour	$45.00/hour

Lions Room Monday – Friday	$35.00/hour	$45.00/hour	$25.00/hour	$35.00/hour
~~*Additional Cleanup time available 11:00 p.m. – midnight~~	~~$80.00~~	~~$100.00~~	~~$60.00~~	~~$80.00~~
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) without alcohol	$300.00	$300.00	$300.00	$300.00
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	$275.00	$275.00	$275.00	$275.00
Kitchen with room rental.	$20.00 (1-4 hours) $80.00 (5-12 hours)	$20.00 (1-4 hours) $80.00 (5-12 hours)	$20.00 (1-4 hours) $80.00 (5-12 hours)	$20.00 (1-4 hours) $80.00 (5-12 hours)
Kitchen – Private and Commercial Use	$20.00/hour	$25.00/hour	$20.00/hour	$25.00/hour
AUBURN COMMUNITY & EVENT CENTER	**Resident**	**Non-Resident**	**Auburn Non-Profit**	**Other Non-Profit**
Full Community Room	$120.00/hour	$150.00/hour	$90.00/hour	$120.00/hour
2/3 Rooms of Full Community Room	$90.00/hour	$120.00/hour	$70.00/hour	$90.00/hour
1/3 Room of Full Community Room	$60.00/hour	$80.00/hour	$45.00/hour	$65.00/hour
Full Community Room (up to 12 hours)	$1,200.00	$1,500.00	$900.00	$1,200.00
Classroom	$20.00/hour	$25.00/hour	$15.00/hour	$20.00/hour
Kitchen with room rental.	$20.00 (1-4 hours) $80.00 (5-12 hours)	$20.00 (1-4 hours) $80.00 (5-12 hours)	$20.00 (1-4 hours) $80.00 (5-12 hours)	$20.00 (1-4 hours) $80.00 (5-12 hours)
Kitchen – Private and Commercial Use	$20.00/hour	$25/hour	$20.00/hour	$25.00/hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	$300.00
Damage & Cleaning Deposit for Full Facility with alcohol ($1,000,000.00 excess liability insurance required)	$500.00	$500.00	$500.00	$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	$275.00	$275.00	$275.00	$275.00

THE REC				
Full Facility (Includes Rec Room & Lobby)	$90.00/hour	$120.00/ hour	$70.00/ hour	$90.00/ hour
Rec Room	$60.00/hour	$75.00/hour	$45.00/hour	$60.00/hour
Damage & Cleaning Deposit for Full Facility without alcohol	$300.00	$300.00	$300.00	

WILLIAM C. WARREN BUILDING	Resident	Non-Resident
	$40.00/hour	$50.00/hour
BACKYARD IDEA GARDEN	$60.00/Half Day	$75.00/Half Day
	$100.00/Full Day	$125.00/Full Day
GRASS FIELDS	**Resident**	**Non-Resident**
Youth	$7.00/hour	$10.00/hour
Adult	$15.00/hour	$20.00/hour
Field Lights	$20.00/hour	$20.00/hour
Field Maintenance	$30.00 per field	$30.00 per field
BASEBALL/SOFTBALL/ FASTPITCH TOURNAMENTS	**1 Day**	**2 Day**
Youth	$700.00	$1,000.00
Adult	$900.00	$1,300.00
Field Lights	$20.00/hour	$20.00/hour
SYNTHETIC TURF FIELDS	**Resident**	**Non-Resident**
Youth Soccer	$30.00/hour	$40.00/hour
Adult Soccer	$40.00/hour	$50.00/hour
Field Lights	$20.00/hour	$20.00/hour
Youth Baseball	$40.00/hour	$50.00/hour
Adult Baseball	$50.00/hour	$65.00/hour
GAME FARM WILDERNESS PARK CAMPGROUNDS	**Resident**	**Non-Resident**
	$35.00/night	$35.00/night
GAME FARM WILDERNESS PARK DAY CAMP	**Resident/ Non-Resident**	**Non-Profit**
	$75.00/day	$50.00/day

PICNIC SHELTERS	Resident		Non-Resident	
GAME FARM PARK	**Half Day***	**Full Day***	**Half Day***	**Full Day***
Single quadrant (max: 25)				
Monday – Friday	$30.00	$50.00	$40.00	$65.00
Saturday - Sunday	N/A	N/A	N/A	N/A
Full day				
Mon-Sun (Full Shelter) 1-99	$120.00	$200.00	$150.00	$250.00
Mon-Sun (Full Shelter) 100-199	$180.00	$300.00	$225.00	$375.00
Mon-Sun (Full Shelter) 200+ (must also rent amphitheater)	N/A	$375.00	N/A	$475.00
Amphitheater	$75.00	$125.00	$100.00	$175.00
ISAAC EVANS PARK	$60.00	$100.00	$75.00	$125.00
LEA HILL PARK	$60.00	$100.00	$75.00	$125.00
ROEGNER PARK	$60.00	$100.00	$75.00	$125.00

GAME FARM WILDERNESS PARK	$60.00	$100.00	$75.00	$125.00
LES GOVE PARK	$60.00	$100.00	$75.00	$125.00
SUNSET PARK				
Mon-Sun Single Quadrant (max: 25)	$30.00	$50.00	$40.00	$65.00
Mon-Sun (Full Shelter) 1-99	$120.00	$200.00	$150.00	$250.00
Mon-Sun (Full Shelter) 100-199	$180.00	$300.00	$225.00	$375.00
Mon-Sun (Full Shelter) 200+	NA	$375.00	NA	$475.00

PLAZA PARK *	**Resident Group**	**Non-Resident Group**
Hourly rate	$60.00	$75.00
Full day rate	$360.00	$450.00

***** Additional hourly fees may be applied based on event/staffing needs

AUBURN AVE THEATER	**Resident**	**Non-Resident**
Weekdays Mon-Thur	$170.00	$215.00
Weekend Days (Fri., Sat., and Sun.)	$270.00	$340.00
Rate Schedule considers one day to be an 8 hour block of time.		
Damage deposit. The terms and conditions for full or partial refund of deposit apply to approval of Check-Out List, including theater, equipment plot restoration.	$300.00	$300.00
Hourly commercial rate for meetings 2 hour min. for "4-wal" only of lobby, auditorium, and stage	$35.00/hour	$45.00/hour
Equipment not included: Use of any theatrical equipment additional charge	$35.00/hour	$45.00/hour
$1,000,000 excess liability insurance required	Upon request	Upon request
Custodial Fee	$~~130.00~~145.00	$~~130.00~~145.00
Sound & Light Technician	$30.00/hour	$30.00/hour
Stage Hand	$15.00/hour	$15.00/hour
Theater House Manager	$25.00/hour	$25.00/hour
Rental Rate Schedule for Commercial Filming	**Resident**	**Non-Resident**
Permit Fee	$50.00	
Still Photography/Training and Industrial Films, etc	$50.00 per 1/2 day	$100.00 per day
Broadcast, Film, TV, Commercial, etc.	$75.00 per 1/2 day	$150.00 per day
Electricity/Water Access, Park Maintenance Staff, Vehicle Access	Hourly staff cost	
Damage Deposit	$100.00	
Impact Fees:		
Park Impact Fees	$3,500.00 per residential dwelling unit	

I. MULTIMEDIA DUPLICATION *(Per Resolution No. 3953 and Resolution No. 4552.)*

Product	Cost
DVD Copy	$10.00 per disk
CD Copy	$5.00 per disk

J. INFORMATION SERVICES AND GIS[13] *(Per Resolution No. 4272, Ordinance 6276, Resolution No. 4552, and Resolution No. 4593 .)* Much of the City's geographic data is available for sale per the prices below plus Washington State sales tax. A signed public records request form is required. Most public records requests can be completed within seven to ten business days and will be delivered in ESRI Shapefile format without Metadata.

Product	Cost
Maps	
Existing Map	$5.00 + tax
Custom Maps (any non-existing map)	$50.00 per hour[14] + tax
Data	
Digital Data Requests	$50.00 per hour[15] + tax
Miscellaneous	
CD-Rom	$5.00 + tax
All other requests for data or information not specifically listed	$50.00 per hour + tax

[13] Hourly charge to complete any of the below (one hour minimum charge).
[14] Hourly charge includes the cost of processing and providing custom map requests.
[15] Hourly charge includes the cost of processing and providing digital data requests.

K. ECONOMIC DEVELOPMENT FEES (*per Resolution No. 5388, Resolution No. 5424, ~~and~~ Resolution No. 5470, and Resolution No. 5549.*)

COMMERCIAL PARKING LOT FEES

LOT	**NON-PROFIT ORGANIZATION** (must submit IRS status with application)	**OTHER ORGANIZATION**
	**$250 minimum flat fee + additional per space / daily fee*	
Lot 1 – Kiss & Ride (21 stalls)	$0 / per space / per day	$2.50 / per space / per day
Lot 2 – 11 A St NW (47 stalls)	$0 / per space / per day	$2.50 / per space / per day
Lot 3 – Mel's Lot (120 stalls)	$0 / per space / per day	$2.50 / per space / per day
Lot 4 – B St (60 stalls)	$0 / per space / per day	$1.50 / per space / per day
Lot 5 – Safeway (122 stalls)	$0 / per space / per day	$1.50 / per space / per day
Lot 6 – D St (20 stalls)	$0 / per space / per day	$1.00 / per space / per day

Facilities Lease Fees

Assignment of Lease ~~$7,500~~ $1,000.00

Lease/Sublease Application Review Fee (excluding applications for City of Auburn owned property that the City solicits for lease) 500.00 or max permissible by law, whichever is less.

L. RETURNED CHECK FEE

Any instance where a check is tendered for payment and non-sufficient funds exist to settle the transaction, a $35.00 fee shall apply.

M. **WAIVER OF FEES** *(Per Resolution No. 5181).*

1. The Mayor is authorized to waive any fees for permits, licenses, publications and actions as authorized by Sections 2.03.030, 5.10.030 and 12.60.020 of the City Code.

2. The Mayor is also authorized to reduce, and is vested with to discretion to reduce in compelling cases, by up to 50% any fees for permits, publications and actions where the applicant – the party responsible for payment of such fees – is an organization exempt from taxation under 26 US 501(c)(3), and where the permit(s), publication(s) and/or action(s) relate directly to the provision of charitable services to residents of the City of Auburn. Charitable services are defined as events or services provided to the residents of Auburn free of charge and where the City is a sponsor of the specific event or service. For the purposes hereof, "compelling cases" mean instances where there is an extraordinary need (greatly beyond current and ordinary need) for the charitable services that would be able to be provided. The intent of this authorization is to empower the Mayor with sole discretion to waive some fees in unique situations where there is a greatly increased need for new charitable services to be provided, and where the reduction of fees to the City will not detrimentally impact the City's ability to provide municipal services. This waiver does not include Impact Fees, System Development Charges, any fees related to Franchise or Public Way Agreements, Right-of-way Vacations, Right-of-Way Use Permits, Facility Extensions, Police Department Fees, Animal Licensing Fees and Penalties, Banner Permit Fees, or Cemetery or Parks fees.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5556 (Thomas)

Date:
October 27, 2020

Department:
Finance

Attachments:
Memo
Resolution No. 5556
WM Contract

Budget Impact:

Administrative Recommendation:

City Council to adopt Resolution No. 5556.

Background Summary:

The City of Auburn's solid waste contract with Waste Management and franchise agreement with Republic Services both expire September 30, 2021. The City conducted a request for proposal (RFP) process to competitively procure the next solid waste contract. Waste Management was the highest scoring proponent. City staff have finalized the new contract with Waste Management that will be effective October 1, 2021 and encompass the entire City.

Reviewed by Council Committees:

Councilmember:

Staff: Thomas

Meeting Date: November 2, 2020

Item Number: RES.B

Interoffice Memorandum

To: Auburn City Council

From: Jamie Thomas, Finance Director
Joan Nelson, Interim Utility Billing Account Manager

CC: Nancy Backus, Mayor

Date: October 26, 2020

Re: Solid Waste Collection Services Contract

BACKGROUND

The City of Auburn's solid waste contract with Waste Management and franchise agreement with Republic Services both expire September 30, 2021. The City began the request for proposal (RFP) process in September 2019, to competitively procure the next solid waste contract. The City wanted to conduct a competitive process to ensure the best rate and service package for City of Auburn residents and businesses.

Waste Management has been the City of Auburn's contracted hauler since 2001, when the last RFP process was conducted. The City re-negotiated the solid waste collection contract with Waste Management in 2011.

Republic Services became a hauler within the City limits of Auburn when the City annexed portions of West Hill and Lea Hill. The City negotiated a franchise agreement for ten years, which was extended so that the expiration date would coincide with the expiration date of the City's solid waste collection contract.

The recent RFP process was conducted to establish a new, consolidated solid waste contract that will cover the service area Waste Management currently covers, as well as the service area Republic Services currently covers through the franchise agreement.

REQUEST FOR PROPOSAL PROCESS

The City retained Jeff Brown with Epicenter Services, LLC to assist with the solid waste contract procurement process. In September 2019, City staff met with prospective haulers in the region to discuss options, answer questions, and address concerns regarding the upcoming RFP process.

The City released the Solid Waste Collection Contract RFP on December 19, 2019. Proponents had two opportunities to submit questions before the final proposals were due on May 1, 2020. The

City received two responsive proposals - one from Republic Services and one from Waste Management.

PROPOSAL EVALUATION

The proposals were evaluated based on quantitative (60 points) and qualitative (40 points) elements. The 60:40 split recognizes the importance of cost while acknowledging qualitative elements that are important to ratepayers. Waste Management was the proponent with the high score of 93.43. City staff have spent the last few months finalizing the draft contract with Waste Management.

PROPOSED 2021-2031 CONTRACT

The negotiated draft contract with Waste Management includes many elements from our current contract, but with the additional enhancements below:

- Waste Management will serve as the City's billing agent. The City will retain its Solid Waste Fund and control the retail rates that customers are charged.
- Waste Management will provide all customer service and have a dedicated phone number for Auburn customers to call
- Waste Management will assume the litter crew services
- Residents will receive one on-demand bulky item collection per year (up to four items)
- Unlimited recycle collection for businesses (previous limit was 150% of garbage service level)
- 10-gallon garbage can option replaced with a 35-gallon garbage cart collected one time per month
- Added 45-gallon garbage cart option
- Waste Management will have all new collection vehicles at start of contract
- Customers will receive all new carts
- New cart colors:
    - Garbage = Gray
    - Compostables (Yard+Food) = Green
    - Recycle = Blue
- Free carryout service for disabled residents (previous contract had 100 customer limit)
- Two special recycling events per year for hard-to-recycle items

- Waste Management will provide up to twelve drop-box containers per year for code enforcement clean-up support. Waste Management will waive delivery, rental, and hauling fees, so the City only pays for disposal.
- Up to three free storm event set outs for residential yard waste customers per year
- Contamination Reduction Plan that outlines the steps taken to address contamination and the tools available to help prevent contamination
- Recycle All Stars Incentive Program
    - Residential – up to five customers per year win one month of free service
    - Multifamily – pizza party with games and prizes for one property (or two smaller properties)
    - Commercial – pizza party with games and prizes for one customer (or two small customers)

RATES

Waste Management's proposal was approximately $500,000 less per year than Republic Services. The new contract rates are higher than the current contract due to the significant program changes. For example, average residential rates will increase approximately 48%, resulting in an additional $6.21-$7.45 per month for the average residential home. Depending on the services and cart sizes, these rate impacts may be less.

RECOMMENDATION

Waste Management is a reliable, safe, and environmentally conscious service provider that has been serving Auburn for almost twenty years. City staff recommend Council approve Resolution 5556, authorizing Mayor Backus to enter into the 2021-2031 Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract.

RESOLUTION NO. 5556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND WASTE MANAGEMENT OF WASHINGTON FOR COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION SERVICES

WHEREAS, the City of Auburn currently has agreements with both Waste Management of Washington and Republic Services Inc. to provide solid waste, recyclables, and compostable collection services within Auburn; and

WHEREAS, each agreement with the City will expire on September 30, 2021; and

WHEREAS, the City issued a request for proposals and conducted a nine-month review process that allowed the City to closely examine the rates and services of each proposal; and

WHEREAS, the city selected Waste Management of Washington's proposal for garbage, recyclables and compostable collection services as the most attractive proposal and negotiated a new agreement to replace and supersede the current agreements when they expire; and

WHEREAS, the City of Auburn now desires, and it is in the public interest to extend Waste Management of Washington a ten-year contract for garbage, recyclables, and compostable collection services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute an agreement between the City of Auburn and Waste

Management of Washington for comprehensive garbage, recyclables and compostable collection in substantial conformity with the agreement attached as Exhibit A and incorporated by this reference.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

EXHIBIT A

COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES COLLECTION SERVICES CONTRACT

City of Auburn
and
Waste Management of Washington, Inc.

October 1, 2021 – September 30, 2031

Comprehensive Garbage, Recyclables, and Compostables
Collection Services Contract

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This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract"), passed by the Auburn City Council at its regular meeting on the ____day of _____, 2020. This Contract is made and entered into this _____ day of _____, 2020 (hereafter the "Date of Execution"), by and between the City of Auburn, a municipal corporation (hereafter "City"), and Waste Management of Washington, Inc. (hereafter "Contractor").

RECITALS

WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within the Service Area; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City conducted a thorough and exhaustive competitive process; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had the right at any time during the process to reject any or all of the competitors, regardless of their proposals or prices; and

WHEREAS, having completed the competitive process, the City has selected the best candidate to provide the services outlined in the competitive process; 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:

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 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, any item that would be considered Hazardous Waste, or stumps.

Can: A Customer-owned Container that is a 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; and fitted with a tight cover equipped with a handle.

Cart: A Contractor-provided 20-, 35-, 45-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Cart size variations up to ten percent (10%) are allowable with prior written permission from the City. Carts shall be rodent and insect resistant.

Change of Control: The term "Change of Control" means 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: The word "City" means the City of Auburn, in King County, Washington. As used in the Contract, use of the term "City" may include reference to the Mayor or his/her designated representative(s). 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: Yard Debris and Food Scraps that are generated by any Residential or Commercial customer and source-separated for processing or composting.

Contamination Reduction Plan: The plan developed by the Contractor and annually approved by the City to address contamination in Recyclables and Compostables placed in Customers' Containers. Contamination includes improperly prepared Recyclables and/or Compostables, materials that cannot be recycled or composted, and excessive moisture.

Contractor: Waste Management of Washington, 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 Recyclables and Compostables.

Container: Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

Contract: Refers to this contract for comprehensive Garbage, Recyclables, and Compostable collection services.

Contract Term: Refers to the term of this Contract as provided for in Section 2.

County: King County in Washington State.

Curb or Curbside: Refers to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet 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 and users of the Contractor's services within the City.

Date of Commencement of Service: October 1, 2021, which is the date that the Contractor agrees to commence the provision of Services as described throughout this Contract, notwithstanding the early service improvements referenced in Sections 4.2.14 and 4.3.

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 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 in capacity.

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

Drop-box Container: An all-metal loose material or compactor container 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. In the case of Garbage and Compostables Cart services, an Extra Unit is 32-gallons. Extra Garbage may be contained in either a plastic bag or Can and extra Compostables may be contained in either paper bag or Can In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-gallons.

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 materials 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, ashes, industrial wastes, swill, 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 County sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Compostables.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal 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 Washington 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 as determined by the City 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.

King County Disposal System: The facilities 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.

Mixed-Use Building: A structure inhabited by both Residential and Commercial Customers.

Multifamily Complex: Multiple-unit Residences with three (3) or more units attached or unattached units billed collectively for Garbage collection service.

Office Hours: The hours of 8:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday except for the holiday schedule specified in Section 4.1.6.

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

Party: Either the City or the Contractor.

Parties: Both the City and the Contractor.

Private Road: A privately-owned and maintained way that allows for access by a collection vehicle.

Public Street: A public right-of-way used for public travel, 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 B.

Residence/Residential: A single-family and/or multifamily dwelling individually rented, leased, or owned.

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

Service Area: The service boundaries indicated in Exhibit A as of the Date of Commencement of Service, which shall be the City's corporate boundaries.

Single-Family Residence: All one-unit houses, duplexes, and mobile homes that are billed 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.

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: Materials not allowed in the City's collection program, including but not limited to 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 state, federal 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: The Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty (50) 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 (6) feet 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 ten (10) years from 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 the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.

- *Authority*. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. 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.

- *Compliance with Laws*. The Contractor is not in violation of, and will not knowingly violate, any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform 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 or will contain untrue statements of a material fact or omissions of material facts.

- *Independent Examination*. In accepting and fulfilling responsibilities established by this contract, 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 of in-place Containers. The Contractor represents and warrants that it is capable of servicing Containers at their present locations, and that it is capable of providing service to Customers in any areas of the Service Area that may be built out or developed during the term of this Contract.

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.

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificates applicable to those areas (if any) shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor shall service any future annexation areas shall be seven (7) years from the date of annexation, notwithstanding the term set forth in Section 1 of this Contract.

If additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs and reasonable attorneys' fees arising out of the Contractor's service in such annexed territory under this Contract.

In the event that additional territory is added to the Service Area, the City acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and therefore, shall not charge performance fees as outlined in Section 5.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

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 may request that the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road or Driveway damage, 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. Such determination that damage is probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.

4.1.3 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones, including mixed-use areas shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Same-day make-up collections for customers notifying the Contractor of a missed collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday collection is allowed to the extent consistent with missed collection recovery, holiday and inclement weather schedules.

All collections from Commercial Customers may take place at any time deemed appropriate by Contractor and Customer provided that service to those Customers shall neither disturb Residential Customers in adjoining Residential zoned areas, nor violate the noise provisions of the City Municipal Code, as amended. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the City Municipal Code. The City's noise ordinance, as amended, may further restrict these terms and hours of collection.

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. 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, 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 employee be removed from all performance of additional work under this Contract. The Contractor shall remove the employee from Contract work within four hours of City notification.

4.1.5 Disabled Persons Service

The Contractor shall provide Single-Family carryout service from an exterior location convenient for the Customer for Garbage, Recyclables, and Compostables in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state, and federal 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

The Contractor shall observe the same holiday schedule as the King County Transfer Stations. When observed holidays fall 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 Complex 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 web site, and by press releases to general news media in the Auburn area by the Contractor the week prior to the holiday affecting service.

4.1.7 Inclement Weather

The Contractor shall provide all collection services unless weather conditions are such that the Contractor determines continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. When inclement weather occurs, the Contractor shall notify the City by telephone or email of operation plans by collection sector by 6:00 a.m. for that business day. Once Contractor vehicles are on-route, all areas missed due to hazardous conditions shall be confirmed by a route supervisor, and an update of missed collections by Customer type and vicinity shall be reported to the City not later than 6:00 p.m. that business day. To the extent practical, the Contractor shall coordinate missed collections in Single-Family Residence areas so that either all or none of their materials are collected. The Contractor shall provide automated notification calls, texts, or e-mails (at Customers' preference) to all Customers missed that day by 6:00 p.m., with information about the planned make-up service schedule by material type.

As conditions change, the Contractor will also promptly update its website with collection status and detailed Customer instructions specific for each impacted service day. On each inclement weather day, the Contractor shall release notices to local media as appropriate notifying residents of the modification to the collection schedule.

For all Customers, the Contractor shall 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 regular collection hours and/or on Saturdays following disruptions due to weather in order to finish collection routes.

The Contractor shall handle weather-related service interruptions as follows:

1. Single Family Customers: Make-up collection service for Garbage, Recyclables, and Compostables shall occur on that Customer's next regularly scheduled service day.

2. Multifamily Complex and Commercial Customers: Make-up collection service for Garbage, Recyclables, and Compostables shall occur as soon as weather conditions allow for safe operations.

If Garbage collection is interrupted for two consecutive weeks (for example: Wednesday Customers are missed for two consecutive Wednesdays) due to inclement weather, the Contractor shall provide two City-approved collection locations within the City Service Area where any Residential Customer, regardless of collection day, may bring their Garbage for drop-off at no additional cost to the Customer. Site locations shall be defined by the City. These sites shall remain open for collection until regularly scheduled service resumes for those missed areas.

The Contractor and City will develop and implement a weather-related operations and communications protocol to more specifically address management of service disruptions. This protocol will detail pre-event and post-event inclement weather designation and recovery plans, as well as identifying potential temporary collection sites. The inclement weather/disruption service requirements in the preceding paragraphs 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.

Weather policies shall be included in program information provided to Customers and on the Contractor's city-specific webpage.

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 unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided containers, 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, repeated instances of Unacceptable Waste included in Garbage, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers; however, the Contractor may deny or discontinue service to a problem Customer after prior written notice

is given to the City of the intent to deny or 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 appeal to the City objecting to 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 denial or 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 in accordance with the Contractor's Contamination Reduction Plan 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 Plan referenced in Section 4.1.11, of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that have 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 business day of the Contractor's receipt of notification of the missed pick-up. 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 may charge the Customer a 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

Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

4.1.11 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;

- 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;
- Are designed and operated to minimize the residual stream of otherwise recoverable materials destined for disposal.
- 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 fully compensated to recycle or compost these collected materials, and that maximum cost-effective diversion of Recyclables and Compostables from disposal is a primary objective of the services provided under this Contract.

Concurrently with the start of this Contract, the Contractor shall implement a Contamination Reduction Plan for Recyclables and Compostables for tagging, probationary periods, material rejection, and suspension of service. Contamination Reduction Plan elements will be highlighted that differ between collection sectors (Single-Family, Multifamily, Commercial, and Drop-box). The Contamination Reduction Plan will address thresholds for when contamination levels trigger Customer contact, when to place a Customer on service probation for possible discontinued collection, when to suspend collection service and remove the subject Carts or Containers, and finally but not limited to, procedures to allow a Customer to reinstate and resume service after it has been suspended after following established contamination reduction protocols. The Contractor shall implement the Contamination Reduction Plan for all Customers and shall notify the City via email of any Customer being charged contamination fees or facing service suspension. Specific actions are listed in Section 4.3.5 for the Contractor to address contamination issues at Multifamily Complexes.

The Contractor and City shall annually update these procedures to ensure that contamination problems are addressed promptly and fairly for all sectors. No later than November 1 of each year of the Contract, the Contractor and/or City shall propose any desired changes to the Contamination Reduction Plan for the following calendar year. The Contractor and City shall mutually agree upon changes to the plan by December 31 of each year to continuously improve Recyclables and Compostables material quality.

The City reserves the right to engage in product stewardship and/or waste prevention activities, and Contractor acknowledges that product stewardship systems may alter the composition or quantity of Recyclables set out for collection. Based on waste prevention, product stewardship efforts, or changed market conditions, the City may elect to remove one or more materials from the Exhibit B list. The Parties agree to determine if such removal from the Exhibit B list creates significant costs or savings, and to explore changes in compensation per Section 5.3.

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 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,

telephone, 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.

4.1.13 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use new 2021 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services performed under this Contract. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be 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.

Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. 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 procure, maintain, and operate those vehicles to ensure collection services are provided throughout the Service Area.

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. All collection equipment 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. Equipment shall be maintained in good condition at all times. 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 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. Any equipment not meeting these standards shall not be used within the Service Area until repairs are made. All collection and route supervisor vehicles used by the Contractor shall be equipped with a minimum 10-gallon capacity spill kit. Clean-up of any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers shall be initiated within three (3) hours of being noticed/notified by route staff, customers, or the City, and shall be performed by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up shall be provided to the City in writing. The Contractor shall notify the City-designated spill reporting telephone number of any spills that enter drainages within four (4) hours. Failure by the Contractor to clean-up the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 6.1. The Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers within four (4) hours of observation so that repairs may be made in a timely manner.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly

on vehicles or on placards attached to vehicles. The City's approval must be granted in writing. Vehicle inventory numbers shall be displayed on the passenger (right) door and rear panel of the vehicle body and shall show, in lettering at least 12" high, an abbreviated truck designation number specific to the City. For example, AUB-1, AUB-2, etc., limited to a two digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The City may approve a different numbering system proposed by the Contractor provided that it meets the objective of rapid and memorable truck identification

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment, capable of communicating within the entire Service Area. 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 all route exceptions (such as "extras"), and shall document persistent on-route service issues for a particular Customer with repeated complaints. 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 hourly to allow Customer service and route management personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

4.1.14 Container Requirements and Ownership

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

Single-Family Residence, Multifamily Complex, 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 leased from other parties and compatible with Contractor's equipment. Plastic bags or Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

All micro-cans, Cans, and Carts made obsolete at the start of this Contract that are unwanted by the Customer, and not collected by the previous contractor shall be collected by Contractor and reused or recycled at no additional charge during the first thirty (30) days following the Date of Commencement of Service. In the event the Customer retains and uses a Can for Extra Units, the Contractor shall handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for rectifying all Contractor-caused unnecessary or unreasonable damage to Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the size capacity and material preparation requirements of the Container. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name. Contractor-provided Containers shall be delivered in fully working

condition without needed maintenance, repairs, and/or painting, and free of residue and odors from prior use.

In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract or due to negligence or misuse, the Contractor may charge the Customer for the replacement value of the Container and shall forward in writing the Customer's name and address to the City with a full explanation of incident(s). In the event that the problem continues, the Contractor may discontinue service to that Customer, provided the City provides prior written approval.

4.1.14.1 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide a 20-, 35-, 45-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, 35-, 64-, and 96-gallon Carts for Recyclables collection, and 35-, 64-, and 96-gallon Compostables Carts for Compostables collection. All 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 provided to Residential Customers during the first year of this Contract shall be in new condition.

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. Carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow to minimize potential fire problems.

Collection personnel shall proactively note damaged hinges, holes, 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 business day to the Contractor's service personnel. Repaired or replacement carts shall be provided within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing due to an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced no later than three (3) business days after notice from the Customer or the City at the Contractor's expense. In the event that a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, the Contractor shall inform the Customer that business day via door-hanger that their Cart was inadvertently collected and will be replaced within one business day. All Cart repairs and replacements shall be at no charge to the Customer unless the Customer's negligence has caused the damage.

4.1.14.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage or Recyclables 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 D. 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 D.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 4-cubic yards and under unless site-specific conditions (slope or service access) dictate the use of a non-wheeled Container; be in good condition for Garbage, Compostables, 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.

The Contractor shall contact the City's Fire Marshal and obtain a determination concerning the conditions under which plastic Detachable Containers may be used, typically placed less than 10 feet from any combustible materials. The Contractor may use plastic Detachable Containers at all locations where allowed by the City's Fire Marshal. Each plastic Detachable Container shall be marked with an additional sticker warning Customers and the Contractor's staff where the Container may be placed as determined by the City's Fire Marshal.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being delivered to a Customer. Steel Containers shall be repainted as needed, or upon notification from the City. The Contractor shall provide a fee-based On-call Container cleaning service to Customers.

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 personnel, 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 surface water contamination, 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 all lids closed.

Customers may elect to use Containers from other sources, and shall not be subject to discrimination by the Contractor regarding collection services, provided that such Containers are compatible with the Contractor's collection equipment; however, Containers owned or secured by Customers must be properly labeled with Contractor-provided stickers to be eligible for collection (except in the case of

compactor Containers). The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

4.1.14.3 Ownership

At the end of the Contract Term or in the event the Contract is terminated for any reason, any Contractor-owned Containers used by Contractor to provide Contract Services (including any Big Belly litter receptacles), shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Containers that do not revert to City ownership shall be removed from Customer locations by the Contractor within thirty (30) days of the expiration of this Contract. Temporary Containers, Compactor Drop-boxes 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 initial order of new Containers.

All Carts, including new and those in place at the beginning of this Contract, shall be labeled with material preparation, and contact information that includes both the Contractor's customer service phone number and the City's website address. All Carts shall be embossed or labeled with the type of material to be placed in the cart with lettering no less than two inches high on both sides of the Cart. All label messaging and embossed lettering shall be approved by the City prior to ordering by the Contractor. Label location and label placement guidelines on Carts shall be subject to the City's prior approval. Labels shall be reapplied when faded, damaged, or upon the City or customer request. If the Garbage, Recycling, or Compostables collection program instructions on affixed labels becoming obsolete, the Contractor at their sole expense shall produce and affix labels featuring current information on all Carts.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/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 states: "Leaky dumpster? Damaged Lid?" and provides the Contractor's applicable phone number to call for repair or replacement. 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. Label location and label placement guidelines on Containers shall be subject to the City's prior written approval.

All Contractor-provided Containers shall be relabeled by the Contractor if labels fade or are unreadable, 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 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 upon service cancellation within seven (7) days after the final service date for which Customer payment is anticipated, or upon three (3) days of specific Customer, property manager, property owner, or the City's request. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector. 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 cost, not the former Customer's cost.

4.1.15 Inventory of Vehicles and Facilities

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.

4.1.16 Spillage and Leakage of Vehicle Contents

All materials collected by the Contractor shall be completely contained in collection vehicles at all times. Hoppers on all collection vehicles shall be cleared or emptied frequently to prevent blowing or spillage of debris. All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

Any Contractor-caused spillage or leakage of materials, whether reported by Customers, Contractor employees, or the City, shall be cleaned up or removed by the Contractor within four (4) hours of occurrence at Contractor's sole expense. Such spillage or leakage shall be contained immediately by Contractor employees, including immediate deployment of on-board "spill kits" to prevent or limit any materials from entering the City's municipal stormwater system.

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.

The Contractor shall be responsible for reimbursement of all City-incurred costs in the event that City staff or agents subsequently provide spill containment or clean-up of spillage or leakage caused by the Contractor.

In the event of leakage from Contractor vehicles or any Containers, the Contractor shall notify the designated City contact and provide documentation including pictures taken before and after clean-up or removal, along with incident description and location, how and when Contractor learned of the incident, and a summary of measures used to correct the incident. This information will be reported via e-mail to the Contract administrator within one (1) business day of the incident.

If the leakage is due to faulty door or gate seals on Contractor's equipment, repairs shall be completed before the equipment returns to operation in the City. Any Contractor-supplied Container reported to be leaking by the City, Contractor employees, or Customers shall be replaced by the Contractor within one (1) business day of notification.

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 also be subject to fines and penalties pursuant to City municipal code. Contractor expressly acknowledges it is solely responsible for any local, state, or federal violations which may result from leakage or spillage resulting from Contractor's operations.

Failure of the Contractor to comply with all clauses in this Section shall be cause for performance fees, as described in Section 6.1.

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. These services shall be performed at no extra fee or cost to the City or the Contractor's Customers.

4.1.18 Contractor Labor Negotiations, Strike Contingency Planning, and Performance During 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 Contractor-prepared Strike Contingency Plan 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 one (1) week 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 staffed 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 (e.g., a wildcat strike) that does not allow the Contractor to collect all materials on their regular schedule within one (1) week following the initiation of the disruption.

The Contractor shall keep the City informed of the status of active labor negotiations on a timely basis. During the period active negotiation phase near the end of labor contracts with Contractor employees or at any time when strike authorization is under active consideration by Contractor's employees, the Contractor shall keep the City informed on a daily basis. In the event that labor disruptions of any kind result in 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 plans for activating Strike Contingency Plan elements. 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 at the close of each service day on which collection operations have been impacted.

During recovery from the impacts of an active Labor Disruption, the Contractor shall provide make-up collection on Saturday for all Single-family Garbage, Compostables, and Recyclables collection Customers missed as a result of the Labor Disruption.

In the event that a disruption lasts more than one (1) week for Garbage and Compostables or two (2) weeks for Recyclables for Single-family Residential Customers, the Contractor with approval of the City shall provide staffed Drop-box Containers and/or staffed packer trucks for Customer use for each affected material stream in approved locations throughout the affected service areas. The Contractor will also provide the collection of the equivalent volume of each material that would normally have been collected

if no Labor Disruption had occurred, at no additional charge on the next regular collection day for each material.

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. (In addition to any regularly due Administrative fee) The Contractor shall pay the City monthly by the tenth day of the following month:

1. A performance fee of two thousand five hundred dollars ($2,500) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
2. A performance fee of five thousand dollars ($5,000) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
3. A performance fee of ten thousand dollars ($10,000) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

The performance fees listed as 1 through 3, 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 array of pervasive service interruptions arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of some or all of these labor disruption-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 five hundred dollars ($500) per day for its non-compliance during the Labor Disruption event as determined solely by the City. 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 and shall not be counted in the cumulative performance fee default threshold referenced in Section 6.2 (6).

4.1.19 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. 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 container storage and Contractor service access 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. Contractor planning assistance shall be provided within five (5) working days of request.

Assistance shall include, but not be limited to, reviewing and providing comments on building designs and site plans to ensure that those designs and plans incorporate:

- Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project;
- Adequate floor and vertical space for the storage and collection of Containers for all materials;
- Adequate access for vehicles to collect and empty Containers, including overhead clearance, turning radius, and access that does not require backing across sidewalks or violating any City code;
- Avoidance of surface water drains and ditches when considering Container locations and developing strategies for containment of any potential leaks; and,
- Strategies to reduce interior and exterior noise and emissions.

All communications regarding this process shall be conducted electronically via email.

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, but not limited to, streets, curbs, signs/posts, light poles, and planting strips. 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 a 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 within seven (7) days unless mutually agreed, 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.

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 one hundred and twenty days (120) 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 Complex, 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 Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall 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.

Unless otherwise directed by the City, 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, 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. The City will be provided a minimum of two (2) weeks to review the outreach materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City's 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 deficiencies to the City's satisfaction. If the Contractor fails to correct 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 shall not be passed on to Customers or the City, or included in rates or fees charged to 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 at either the Contractor's office or City's offices, 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 King County), shall be delivered to the King County Disposal System in compliance with all King County rules regarding such disposal. On any particular route, the Contractor shall collect Garbage and deliver it directly to the King County Disposal System, without adding material from routes or customers in other jurisdictions, unless prior written authorization is provided by the City for that particular route.

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 King County does not accept Yard Debris mixed with Garbage for collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other materials that are either restricted from disposal or would pose a danger to collection employees. Whenever Contractor rejects or does not collect materials for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials to describe why rejected materials 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 King County and the City and in accordance with the Solid Waste Interlocal Agreement between King 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 D.

In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon reasonable notice from the City, shall deliver collected Garbage from one or more routes to the designated sorting site and shall coordinate with the City to ensure successful sampling. In the event that the sorted Garbage requires delivery to a County authorized disposal site, the City shall pay the Contractor for that delivery based on the Contractor's standard Container rental and hauling rates.

4.1.25 Direct Disposal Payment

Upon 180 days written notice and upon approval by King County, the City may elect to pay disposal fees directly to King County. If the City elects to pay disposal fees directly, the Contractor shall:

- Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
- Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County
- Track and report disposal quantities by route and average Container weights by Container size each month; and;
- Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Exhibit D of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage, provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract.

Independent of the City's decision on disposal cost payment, the Contractor shall participate upon request in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract.

4.1.26 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables collection workers who serviced City routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third party rights under this Contract.

Upon the hiring of a displaced collection worker the Contractor shall be required to keep the displaced worker whole in regard to the combined value of workers' wages and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement (if applicable) would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between

displacement and when the worker would become eligible for such benefits under the Contractor's bargaining agreement.

4.1.27 Emergency Response

The 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 D.

The 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, 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.

4.1.28 Early Implementation

The Contractor's previous contract with the City dated October 1, 2011, shall continue to guide service delivery between the Date of Execution and the Date of Commencement of Service of this new Contract, with the exception that the Contractor and the City agree that certain service improvements shall be implemented earlier. These improvements are specified in 4.2.14 and 4.3.1. In the event that any conflict exists between the previous contract and the improved services specified in 4.2.14 and 4.3.1, the new services shall be adopted in preference to the previous contract standards.

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 all properly prepared and contained materials in and 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 Carts 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 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. One 20-gallon Garbage Cart;

2. One 35 gallon Garbage Cart;
3. One 45-gallon Garbage Cart;
4. One 64-gallon Garbage Cart; and
5. One 96-gallon Garbage Cart.

The Contract shall also offer a service of once per month collection of non-putrescible waste in a 35-gallon Cart.

Once each year, through the use of an on-demand call-based service, the Contractor shall provide a curbside collection service to handle bulky materials at no additional charge to Single-Family Residence Customers. The Contractor shall collect those materials on the next regularly scheduled Garbage collection day, provided that collection may be delayed up to three weeks if operationally necessary (e.g. inclement weather) upon City approval which will not be unreasonably withheld. Each service shall accept up to four (4) bulky household items, including but not limited to large household appliances (white goods), mattresses, sofas, furniture, barbecues, and exercise equipment. The Contractor shall have discretion to refuse any Unacceptable Waste items, if instructions are provided to the Customer for proper disposal. In no case shall the program be extended to bagged Garbage that would otherwise be charged as regular Extra Units.

Carry-out charges 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. Carry-out charges shall be assessed in twenty-five (25) foot increments only to those Customers for whom the Contractor must move a Container over five (5) feet to reach the curb at the collection vehicle's nearest point of access. Carry-out service Customers must place their Containers in a location visible from a collection vehicle at street level and along a fully paved access way. 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 required under this Contract at no additional charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

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's employees 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

Extra charges may be assessed for materials loaded so as to lift the Can, or Garbage Cart lid in excess of six (6) inches 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.

4.2.2 Single-Family Residence Recyclables Collection

4.2.2.1 Recyclables

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, without extra 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 and either called-in or set-out Recyclables as described in Exhibit B.

4.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart. Upon request, Customers may be provided more than one Cart at the rate provided in Exhibit D.

Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's 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 is provided. The Contractor's employees shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location, and out of any Public Street, in an orderly manner.

The defined list of Residential Recyclables in Exhibit B shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as described in Exhibit B 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 B. In the event that large quantities of commercially-generated materials are consistently set out at a Single-Family Residence, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action.

The Contractor shall also provide a recycling drop-off site within the City Service Area for Customers to drop off Recyclables. The drop-off site location and hours shall be approved in advance by the City.

4.2.3 Single-Family Residence Compostables Collection

4.2.3.1 Subject Materials

Properly-prepared Compostables shall be collected from all Single-Family Residence Customers that subscribe and pay for that service.

4.2.3.2 Containers

The Contractor shall provide one Compostables Cart and collection service to each subscribing Customer at the specified rate and shall also provide additional Compostable Carts and capacity at the additional Compostable Cart fee provided in Exhibit D to Customers requesting that additional service. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Compostables Carts on request to those Single-Family Residence Customers subscribing to those lower levels of service.

Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft paper bags or properly labeled Customer-owned Cans. Customers choosing to use their own Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris." Excess Yard Debris shall be charged at the Extra Compostables Unit rate specified in Exhibit D.

Compostables Carts shall be delivered by the Contractor to new subscribing Customers and Customers requesting a replacement Compostables Cart within seven (7) days of the Customer's request. The Contractor shall include instructional materials regarding Food Scrap recycling via Compostables Carts, subject to the City's prior written approval.

The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers at the rate provided in Exhibit D.

4.2.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all subscribers. Collections shall be made from Single-Family Residence subscribers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of 96 gallons 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 32 gallon increments in accordance with Exhibit D.

Upon direction from the City, for two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of loose or bagged storm debris shall be accepted with regular quantities of Compostables without extra charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. The City shall designate no more than three (3) storm events each calendar year. This service shall be available to all Single-family Customers, including those who do not subscribe for regular Compostables service. Unflocked, undecorated, natural holiday trees will be collected at no additional cost on the first full week of scheduled Compostable materials collection each January.

Compostables may be placed in Carts, paper bags, bundles, or relabeled Cans next to the initial Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's employees shall make collections in an orderly and quiet manner, and shall

return Containers in an upright position, with lids attached, to their set out location and out of the public street.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Compostables collection from subscription-based to embedded in Customer's Garbage rates. In the event that the City implements this option, subscribers shall no longer be charged fees for their initial Compostables Cart service and the Single-Family Garbage rates in Exhibit D shall be increased by $9.80/month, subject to the rate modification provisions of Section 5.3.1.

4.2.4 Multifamily Complex and Commercial Customer Garbage Collection

4.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in Containers or properly prepared and contained materials next to Containers.

4.2.4.2 Containers

Multifamily Complex 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 collection from one (1) through six (6) cubic yard Customer-owned or leased 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.

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. 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 Complex and Commercial Customers. However, not all collection sites within the City 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 Complex and Commercial Customers within three (3) days of the Customer's initial request.

4.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall provide locks for Containers upon request and remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Customer-owned or -leased one (1) through six (6) cubic yard compacted Containers shall be accessible to the Contractor vehicle without requiring the driver to move the compacted Container. Additional roll-out charges for standard Carts and Detachable Containers

may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for either opening gates or unlocking Containers. 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 D.

Multifamily Complex and Commercial Garbage 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 Complex and Commercial Recyclables Collection

4.2.5.1 Subject Materials

All properly prepared Recyclables listed in Exhibit B for Multifamily Complex and Commercial Customers, shall be collected as part of the basic Garbage collection services without extra charge with the exception of Temporary Container Customers.

4.2.5.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex 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 or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. 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.

For Multifamily Complex Customers, Recyclables contamination reduction elements will be provided by the Contractor upon request or whenever contamination levels exceed established thresholds. Contractor-supplied contamination reduction elements specifically for Detachable Containers shall include: specialized lids with slots for depositing Recyclables, and functional lock bars and locks, at no additional cost to the City or Customer. Sufficient inventory specialized lids with slots shall be maintained to enable Container delivery standards set in Section 6.1.

Multi-lingual recycling instruction decals shall be affixed to Detachable Containers upon request.

4.2.5.3 Specific Collection Requirements

Multifamily Complex and Commercial Recyclables collection shall occur at least weekly or more frequently (but 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 to minimize Customer and tenant confusion. The Contractor's employees shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

The Contractor shall provide suitable locks for all Container types upon request at no charge. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access.

The Contractor shall not charge fees for either opening and closing gates, or unlocking and relocking gates and lids on Containers.

4.2.6 Multifamily Complex and Commercial Customer Compostables Collection

The Contractor shall provide subscription-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers.

4.2.6.1 Subject Materials

The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in writing in accordance with the Contamination Reduction Plan 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. Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer's request.

The Contractor shall offer regular weekly and twice-weekly collection of the following service levels, at the rates set forth in Exhibit D:

1. One 35-gallon cart (weekly)
2. One 64-gallon cart (weekly or twice-weekly)
3. One 96-gallon cart (weekly or twice-weekly)
4. One 1-cubic yard Detachable Container
5. One 2-cubic yard Detachable Container

4.2.6.3 Specific Collection Requirements

Multifamily Complex 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 to minimize Customer confusion. The Contractor's employees 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.

Customers may, at their sole option, direct the Contractor to routinely re-line Compostables Carts with approved biodegradable liners for the per unit rate specified in Exhibit D.

4.2.7 Drop-Box Container Garbage Collection

4.2.7.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer.

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. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors that are compatible with 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 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 10:00 a.m., 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. Drop-box Containers shall be delivered to new Customers within one business day of their 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). Additional mileage charges shall be assessed on a one-way basis and shall only apply to mileage in excess of the distance to the closest County authorized disposal facility appropriate for the material type being hauled.

4.2.8 Temporary (Non-Special 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 D shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Exhibit D may be charged.

The per-haul charges for temporary Drop-box Containers exclude delivery. Disposal and distance charges (if any) shall be charged separately, as is done with permanent Customers.

Temporary Containers do not include Recycling service as part of Garbage service.

Temporary Garbage services do not include collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular Garbage, Recycling, and Compostables service.

4.2.9 Hourly Industrial Container Route Collection (Boeing)

The Contractor shall adapt one or more of its collection vehicles to collect the Boeing Company's specialized Detachable Containers ("stackable tubskids") used to contain Garbage at Boeing Company facilities within the City Service Area.

The Contractor shall provide daily collection Monday through Friday on an on-call basis at the request of the Boeing Company. The Contractor shall service the specialized Detachable Containers and Drop-Boxes within 24 hours of the Boeing Company's request, and shall comply with Boeing Company facility access requirements and gate receipt requirements, including the noting of entry and exit times on Boeing Company-provided haul slips.

Collected Garbage shall be disposed through King County Disposal System and billed to the Customer without mark-up. The Customer shall be billed the industrial customer hourly rate on Exhibit D, based on the time from arrival at the Customer's facility through exiting the Customer's facility.

There shall be two adjustable weekday (Monday through Friday) collection time windows mutually agreed upon by the Contractor and the Boeing Company tentatively set at 9:00 a.m. to 1:00 p.m. and again from 5:00 p.m. to 9:00 p.m. to empty the specialized Detachable Containers into the Contractor's collection vehicle.

The Boeing Company will ensure that the specialized Detachable Container staging areas provide adequate space and turning radius for the Contractor's drivers to safely maneuver collection vehicles. The Contractor shall make the necessary number of trips to ensure that the specialized Detachable Containers located within each staging area are collected during each specified time window

The Boeing Company will be responsible for the purchase, maintenance and repair of company-owned specialized Detachable Containers. The Contractor will notify the designated Boeing Company representative of needed repairs noted during collections.

This hourly service shall be available to other large industrial users, upon approval by the City and the Contractor.

4.2.10 On-call Bulky Waste Collection

The Contractor shall provide on-call fee-based 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 D 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, the charge that will be made to their next bill, and where the item should be placed for collection.

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 direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

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.

4.2.11 Special Event Services

Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers and signage for Customers' special events within the Service Area at the rates listed in Exhibit D. 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 and tonnages of materials disposed of and diverted for recycling and composting.

Contractor shall provide these special event services as a bundle, with each event providing collection of Recyclables and Compostables as part of the event Garbage collection service. The provision of Garbage-only service for special events shall only be provided on a case-by-case basis upon prior written approval of the City.

4.2.12 City Collection Services

The Contractor shall provide collection of all on-street Litter and Recyclables receptacles within the City, as listed in the Contractor's implementation plan approved by the City. Collection shall occur not less than one (1) time each week and up to three (3) times each week, depending on season and need, at the discretion of the City. Additional Litter and Recyclables receptacles may be added at the City's discretion, at no additional charge.

In addition to the City's existing Litter Receptacles, the Contractor shall procure and install up to 20 additional Litter and/or Recyclable Receptacles with liners equivalent in locations designated by the City, and up to five (5) "Big Belly Solar Compactors" at locations approved by the City. The City shall review and approve the make and model of the additional litter receptacles. Replacement liners for all City Litter and Recyclable Receptacles shall be the responsibility of the Contractor.

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

Facility	Service Address
City Airport	506 – 23rd Street NE
Auburn Arts & Culture Center	20 Auburn Ave
Auburn Avenue Theater	10 Auburn Ave
Auburn City Hall	25 West Main Street
Auburn Community Garden	1030 – 8th Street NE
Auburn Golf Course	29630 Green River Rd
Auburn Golf Course Maintenance	29832 Green River Rd
Auburn GSA/VRFA Facility	2905 C Street SW
Auburn Justice Center	340 East Main Street
Auburn Maintenance Facility	1305 C Street SW
Auburn Mountainview Cemetery	2020 Mountain View Dr
Auburn Parks Department	910 – 9th Street SE
Auburn Parks Department	2840 Riverwalk Dr SE
Auburn Parks Department	1140 Auburn Way S
Auburn Parks Maintenance	1401 C Street SW
Auburn Senior Center	808 – 9th Street SE
Auburn VRFA Facility	1101 D Street NE
Brannan Park	611 – 28th Street NE
Cedar Lanes Park	25th Street SE & K Street SE
Fulmer Park	5th Street NE & K Street NE
Game Farm Park	37 R Street SE
Game Farm Park Maintenance Shop	3226 V Street SE
Game Farm Park Caretaker	3224 V Street SE
Game Farm Wilderness Park	2401 Stuck River Rd SE
Isaac Evans Park	29627 Green River Rd
Les Gove Park	910 – 9th Street SE
Roegner Park	601 Oravetz Rd SE
Scootie Brown Park	8th Street NE & Henry Rd NE
Veteran's Memorial Park	405 Park Ave NE
White River Valley Museum	918 H Street SE

Collection and disposal of the permanent Drop-Box Containers at the City of Auburn Maintenance Facility are also included, without charge.

At any time during the Term of this Contract, the City may add facilities and parks 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 Service Area, as well as municipal facilities in future annexation areas covered by this Contract, provided that no more than one additional facility or park may be added per year without additional compensation to the Contractor.

4.2.13 City of Auburn-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for City-sponsored special events at no 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. These events shall include, but not be limited to:

- **Code Enforcement Clean-up Support**: In residential areas designated by the City, Contractor shall support clean-up events with up to 12 Drop-box Containers per year. Contractor shall provide 10 yard - 40 yard Drop-box Containers (or other sizes approved by the City) without charge to the City. Contractor shall waive delivery, rental and other fees and the City shall pay for disposal.

- **Special Recycling & Reuse Events:** The Contractor shall provide support at up to two (2) Special Recycling Events. At each event, the Contractor shall provide Drop-box or Detachable Containers for Garbage, Recyclables, and Compostables collected at the events. The Contractor shall provide all equipment, staffing, collection, transportation, and recycling at no additional charge to the City, and the City shall be responsible for any disposal fees.

- **Other City Events:** The Contractor shall provide Garbage, Recycling, and Compostables collection services for the following City-sponsored events at no charge to the City or users. Services and container capacity shall be coordinated with event staff to ensure that sufficient container capacity and collection frequency is provided by the Contractor.

    - Petpalooza
    - Clean Sweep
    - Kid's Day
    - 4th of July
    - Auburn Fest
    - Veteran's Parade

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one event every year, the Contractor may negotiate compensation for those additional events.

Additional event services for public or private Customers shall be charged at the rate listed in Exhibit D for each set of three (3) 96 gallon carts, per event day. This fee is all-inclusive for delivery, setup and collection of containers.

4.2.14 Litter and City Clean-up Service

The Services outlined in this Section 4.2.14 shall commence January 4, 2021.

The Contractor shall provide a full-time litter crew consisting two (2) employees, each with their own pickup or utility vehicle. The litter crew shall work all weekdays (excluding holidays defined in Section 4.1.6) from 6:30 AM to 2:30 PM, excluding statutory breaks and lunch periods. Staff shall be supervised to perform the following tasks to completion in an orderly and timely manner.

The Contractor's litter crew shall collect and remove litter, Garbage, illegally dumped Bulky Waste, and debris from the shoulders of City public ways (including but not limited to streets, roads, alleys, paths, and parkways), public parking lots, and other designated public areas. Tasks include the following:

a. Litter clean-up
    i. Blow and sweep building edge to curb line in core area as needed.
    ii. Bio hazard removal (urine, vomit, feces, sharps)
b. Designated public place litter can service as determined by the City.
c. Roadside litter patrols as determined by the City.
d. Annual pressure washing of litter cans at no additional cost as part of litter crew duties.
e. Pressure washing of City-owned enclosures behind Harold's Plumbing, Oddfella's, and the Safeway parking lot as needed.

The Contractor shall examine all work sites thoroughly before commencing work at the site. It shall be the responsibility of the Contractor to verify all the duties, assignments, and job sites. All existing conditions at the job site will be noted and copies with verification noted, given to the City's Solid Waste and Recycling Supervisor on a monthly basis. The Provider shall not be required to remove materials of a size, type or quantity that cannot reasonably be removed by such a crew. The Contractor shall also provide pressure washing and graffiti removal upon City request, at the additional hourly rates provided in Exhibit D.

The Contractor shall be compensated by the City at the flat rate provided in Exhibit D, provided that if Contractor staffing is reduced on any particular work day, the City's payment for that period shall be reduced proportionately.

The City may reduce or eliminate this service upon ninety (90) days' notice to the Contractor.

4.2.15 Excluded Services

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

4.3 COLLECTION SUPPORT AND MANAGEMENT

The Contractor shall provide collection support and management consistently throughout the term of this Contract and in compliance with the provisions under the following subsections.

4.3.1 General Customer Service

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

- Answering Customer telephone calls and e-mail or electronically communicated requests;
- Requesting at start of service Customer's preference for notification of service changes via robo-calls, texts, or emails, and confirming and updating these preferences periodically;
- Asking Customers at start of service their preference for receiving Contractor's welcome packet and subsequent outreach and account information electronically or via mail;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing;
- Maintaining and updating regularly as necessary a user-friendly internet website; and
- Maintaining and updating regularly as necessary a user-friendly mobile application.

The Contractor shall initiate the provisions of this Section 4.3 no later than 60 days prior to the Date of Commencement of Service to ensure that all Customer service functions, except billing, are fully up to Contract standard before Container replacement and other implementation activities generate Customer calls.

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 City's corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m on Saturdays. Customer service representatives shall be available through the Contractor's call center during these hours for communication with the public and City representatives. During these hours, customer calls shall be handled by Contractor's staff, not by voice mail. Outside of the call center's open hours, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls. The holiday collection schedule described in Section 4.1.6 shall also apply to Customer service coverage.

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

4.3.2.1 Customer Service Representative Staffing

The Contractor shall designate Auburn customer service representatives and a specific telephone number approved by the City to handle calls from Auburn Customers. In addition to front-line Customer service staff, the Contractor shall provide an Auburn-specific customer service ambassador/champion to resolve any issues that cannot be addressed during a Customer's initial contact with customer service. During call center hours, the Contractor shall maintain sufficient staff to answer and handle complaints and service

requests from all Customers without delay. If incoming telephone call volumes necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall proactively recruit, train, and schedule customer service staff to avoid underperforming during periods of high call volume, and to replace in a timely manner customer service staff lost due to attrition.

The Contractor shall maintain sufficient staffing to answer and handle all Customer complaints and service requests in a timely manner, whether made by telephone, letter, e-mail, mobile message, or webpage/"chat" message. 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 and maintain performance criteria as established in Section 4.3.2.4.

To manage the anticipated temporary increase of customer contacts, the Contractor shall provide additional customer service staffing during the transition and implementation period, specifically from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth 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 Access to Contractor's Customer Service Information

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

- Promotion and outreach to Single-Family Residences, Multifamily Complexes, Commercial, and community event Customers;
- Serving as an ombudsperson, providing quick resolution of all Customers' issues, complaints, and inquiries; and
- Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues.

Contractor shall employ a designated which shall be accessible by the City and City-designated representatives to address emerging problems as needed. This service expert team shall be available during regular Office Hours and, if not responding immediately to a City inquiry, a service expert team employee is required to return City-initiated messages (whether originated via telephone, mobile messaging, or e-mail) within four (4) working hours of receipt.

4.3.2.3 Service Recipient Complaints and Corrective Requests

The Contractor shall record all complaints and corrective requests made to Contractor to resolve issues related to establishing service or subsequent issues arising once service is established, regardless of how received. The Contractor's records shall including nature of complaint or request, date, time, Customer's name and address, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any complaints received through the Contractor's voice mail or answering service shall be entered in the log no later than the following business day. The Contractor shall dedicate adequate resources and shall make a conscientious effort to respond directly to all

Customers and resolve all complaints within one business day of the original phone call, letter, or electronic communication, and shall complete all service requests within the time limits as established throughout this Contract. If a longer response time is necessary to resolve complaints or related corrective requests, the circumstances that have caused the delay shall also be noted in the log to document the Contractor's efforts to resolve the complaint or request.

The Customer service log shall be managed via software and 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 telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than ten percent (10%) of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. Contractor shall include aggregated weekly call volume data for the Service Area in the monthly reporting that tracks ongoing compliance with these specifications. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during call center operating hours without navigating an automated phone answering system through more than one level of menus. An automated voice mail service or phone answering system may be used outside of call center operating hours.

Customers calling into the Customer service phone lines and placed on hold shall hear on-hold information consisting solely of City-specific information or Contractor promotional information that is applicable and not misleading to Customers.

4.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in responding to customer service requests, the City may request the Contractor submit a plan to the City for correcting the problem. Contractor shall submit this plan within five (5) working days of the City's request. Once the City has approved the plan, the Contractor shall immediately begin implementation of these corrective measures and shall report on implementation at least weekly. Contractor shall have thirty (30) days to fully implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which upon City notification, the Contractor shall have five (5) working days to fully implement corrective measures. Failure to provide corrective measures shall result in performance fees for the Contractor as specified in Section 6.1.

4.3.2.6 Contractor Internet Website

The Contractor shall maintain a website containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, current day of collection map, material preparation requirements, available services and options, rates and fees, inclement weather service changes with updates several times per day in the event of inclement weather, as well as updates that

apply to those Customers whose services were impacted by inclement weather on prior days, and other relevant service information for its Customers. The website shall include live contact function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. Electronic Customer service requests shall be answered within one (1) business day of receipt.

The website shall be professionally designed, including usability testing prior to submittal to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract. The website will be maintained and continually updated by Contractor. Significant website reformatting 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 website 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 uploaded to the website 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 uploaded to the website as soon as possible and not more than six (6) hours from of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within five (5) working days of the time of the request.

The Contractor shall provide timely updates to the website, and provide links to the City's website, and Contractor shall check on a monthly basis to ensure that all links are current and correct any that no longer function. The website shall include core information (including at a minimum: how to establish service, preparation and set-out instructions, and rate information) in English and Spanish. The website shall also provide statements on its City-specific homepage in other commonly used non-English languages within the City referring Customers to the Contractor's translation helpline or a separate webpage with an appropriate translation function. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

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 Complex, 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 (including providing support for Contamination Reduction Plan inquires), collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. Customer questions related to City policy 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 facilitate providing excellent customer service. The Contractor shall provide the City with a comprehensive outline of the Contractor's internal customer service representative training and support information specific to the City, and allow the City to periodically review and check Contractor's internal information accessed by customer service representatives to

provide to Customers. Routine revisions to these materials shall be made by the Contractor on an ongoing basis, but any substantial revisions to this internal information shall be approved in writing by the City prior to being used by customer service representatives.

The Contractor shall also provide the City with one dormant (non-serviced) account for each service sector (Single-Family, Multifamily Complex, Commercial Detachable Container, and Drop-box Container) to facilitate City monitoring of Customer communications and billing protocols. These non-serviced accounts shall be established in conjunction with the City and related data shall be fully accessible by the City. Contractor will manage these accounts as if the City were a typical Customer.

4.3.2.8 Customer Communications

All Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved in writing by the City before distribution.

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 telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure sustained 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 serve as billing agent for the City and shall invoice Customers, receive and post payments, deposit Customer remittances into a City account and provide a weekly report of receipts to the City.

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract, in accordance with a "Billing Operations Plan" developed jointly by the City and Contractor. Such plan shall be completed no later than March 30, 2021 and shall provide the specific operating policies and procedures to be used by the Contractor to serve as billing agent for the City, including but not limited to billing policies, handling of City funds, fund transfer procedures, auditing, customer refund/billing adjustment procedures, and other related aspects of billing and receiving Customer payments. The plan shall be revised administratively by mutual agreement as needed throughout the term of the Contract. Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees included as Exhibit D.

Customers may not suspend Garbage collection services, but may reduce their service to the minimum offered. The Contractor shall reconcile their Customer list with a City-provided list of addresses to identify potential Customers not in compliance with City's mandatory collection ordinance. The timing and City list format shall be arranged between the City and the Contractor, but the Customer list reconciliation shall occur no less frequently than annually.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;

- Billing Single-family Customers quarterly and all other Customers monthly;

- Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper, unless a Customer has opted for paperless billing in which case no paper bill shall be generated;

- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges, including itemized extra services, and payments, appropriate taxes and fees, Customer service contact information and website information;

- Generating bills that clearly state the date at which late fees will be assessed for non-payment;

- Generating bills that have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;

- Accepting payment in person from Customers at a location within the City, and on-line at the Contractor's website. Customers shall be able to make payments by cash, check, or debit/credit card at physical locations;

- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. Customer shall be provided with withdrawal or transfer date options and one option shall be to pay the day prior to when late fees are due. No transaction fees may be levied on any Customer payments;

- Accepting, processing, and posting payment data each business day;

- Accepting bill inserts from the City for specific Customer sectors;

- 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;

- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services; and

- Initial collection attempts to recover unpaid charges from Customers, consistent with the Billing Operations Plan.

- Customer credits for paperless billing provided by Contractor to Customers at Contractor's expense.

- Providing statutory notice of rate changes to Customers consistent with State law.

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 Customer service database by e-mail or electronic media on a monthly basis. The City shall have unlimited rights to use the Customer service database, including, but not limited to, 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.

The City reserves the right to review and approve in writing the bill template used by the Contractor as to format and design to ensure Customer satisfaction.

In the event the Contractor has repeated problems implementing and satisfactorily performing Contractor billing, the City may elect to shift back to City billing upon 60 days' notice to the Contractor. The City and Contractor agree to negotiate the timely implementation of that shift and the associated reduction in Contractor rates based on the Contractor's original proposal in response to the City's 2020 procurement for this Contract.

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 cost to the City. In addition, the Contractor shall allow City staff 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, Garbage, Recyclables, and/or composting facility certified weight slips, and Customer charges and payments.

4.3.4.1 Monthly Reports

On a monthly basis, by the last working day of each month, the Contractor shall provide a report containing the following information for the previous 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:

1. A billing summary that provides the number of Customers billed at each service level (e.g., by container size, extra services) for each service sector (e.g., Single-family Residence, Multifamily Complex, Commercial Customers, and Drop-box hauls by Container size), the total number of Customers for each type of service by sector, Customer receipts by each service level, and total billings.

2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name, property name and address, date of contact or site visit, reason for site visit, and a summary of the resolution or results of these Customer requests, complaints, and inquiries.

3. Reports from the Contractor's customer service telephone system summarizing daily data for 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 e-mails received via website, data on website usage, and other data or information as the City may require.

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 Complex 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, bulky materials, etc.), reporting item counts is acceptable. The summary shall include the names of facilities used for all materials and the total monthly tonnage delivered to each facility.

6. A summary of Recyclables quantities, contamination levels and processing residues disposed as Garbage.

7. A description of any vehicle accidents, infractions, and reported leaks.

8. A description of any changes to collection routes, Containers, vehicles (including back-up vehicles with the truck number and date of use to track limits on vehicle use), customer service provision, or any other related activities affecting the provision of services.

9. A description of any promotion, education, and outreach efforts, including Contamination Reduction Plan outcomes and including samples of distributed materials, and summary of any feedback or response received from Customers.

10. A description of Contractor activities and tonnages for City services and events.

11. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.

12. A description of performance elements for the City's litter collection program including: the number of bags used, biological clean-ups, litter can overflow events, graffiti removal (if any), pressure washing (if any), and additional event services (if any).

If collection vehicles are used to service more than one Customer sector per route or per load, 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 planned 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), and collection sector.

6. A list of Multifamily Complexes eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made by Contractor during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.

7. A list of Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made by Contractor during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.

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).

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 twelve (12) ad hoc reports each year, at no additional cost 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. These

reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete. Contractor shall respond to Ad Hoc Report requests within five working days.

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 Term of the Contract.

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 providing annual service-oriented information and outreach to Customers, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotion, education, and outreach programs at the direction of the City. The Contractor shall also coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and otherwise provide technical assistance.

The City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including updating outreach materials and/or refining targeted audiences. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and production. All promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials with a minimum review period of two (2) weeks provided in all cases by the Contractor to allow sufficient time for review and approval.

Each year, the Contractor shall produce and deliver an annual comprehensive service packet to all Single-Family and Mobile Home Park Residences with Single-Family style services in the Service Area which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; rate information; disposal options for difficult-to-recycle items and hazardous wastes; the annual service schedule calendar; contact information; and any other pertinent information. The annual packet may be distributed in print or electronic format at the option of the resident.

Each year, the Contractor shall produce and deliver an annual comprehensive service packet to all Multi-family and Commercial Customers in the Service Area which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; rate information; disposal options for difficult-to-recycle items and hazardous wastes; contact information; and any other pertinent information. The annual packet may be distributed in print or electronic format at the option of the Customer. Upon request, Customers shall be provided with sufficient printed materials to distribute to tenants or lessees.

Specific procedures for Multifamily Complexes:
The Contractor shall coordinate with the site manager or owner of Multifamily Complexes, either upon request and/or to facilitate coming into compliance with recycling volume thresholds or contamination

thresholds. This may include door-to-door education, training of residents and/or property management staff, signage and posted information, addressing space and capacity constraints. The Contractor shall also coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and otherwise provide technical assistance. Although subject to change over the term of this contract, the initial recycling volume thresholds are established as 0.12 cubic yards per week per unit (approximately 96 gallons per month) and a target of 5% or less contamination by volume.

The following actions may be taken by Contractor whenever responding to contamination of Recyclables or Compostables at Multifamily Complexes. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the complex (which upon discovery by Contractor, or following a field determination made by the City, is termed a "Haul or Call" event). Failure to implement these actions will result in damages as specified in Section 6.1.

- Immediately providing the City with photo documentation of the contamination, along with a record of container size, location within the Complex, and other pertinent information.
- Specifically-tailored recycling service plans (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as providing follow-up outreach as needed to achieve optimal participation and compliance with recycling participation regulations.
- Monitoring tenant access to collection containers at the Complex, and the resulting contamination levels of recyclable materials, then implementing appropriate remedies by identifying the source or cause of contamination and then planning, assigning, and promoting corrective actions for: property management and site maintenance personnel, valet-style recycling service providers, and/or individual tenants as appropriate. This will then be followed by ongoing monitoring to ensure implementation of appropriate remedies.
- Installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.
- Distribution of outreach materials as needed.
- Door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.
- Pertinent training of on-site personnel including maintenance staff, volunteers, users of recycling services, and valet-style recycling service provider(s).
- On-site visual surveys, tracking, and documentation as needed.
- Other related assistance to encourage Multifamily Complex participation in ongoing recycling practices, focusing on the reduction and elimination of contamination sources and/or changing behaviors that result in contamination of recyclables.

Specific procedures for Commercial Customers:
The Contractor shall coordinate with Commercial Customer site managers or owners to provide outreach to tenants in multi-tenant buildings, office parks, and strip malls and similar situations where Contractor services are shared among tenants. Contractor shall do this either upon request and/or to facilitate coming into compliance with recycling volume thresholds or Recyclables and/or Compostables contamination reduction goals. This may include door-to-door education, training of tenants and/or property management staff, signage and posted information, and addressing space and capacity constraints.

4.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain all Contractor's Containers pursuant to Section 4.1.15.3, 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.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide a detailed customer list, including customer name, service address, mailing 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.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor shall pay the City five hundred thousand dollars ($500,000) for the material breach of this Contract provision. Payment shall be made within twenty (20) business days of the end of this Contract.

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

5. COMPENSATION

5.1 Compensation to the Contractor

5.1.1 Rates

The City manages a solid waste utility fund and sets Customer rates in accordance with City rate policies as needed to fund City obligations. Those obligations include paying the Contractor for collection services, paying for Garbage disposal (if the City chooses that option) and other functions related to The City's solid waste system. The City will set retail rates for Customers and will inform the Contractor of the retail rates to be charged no later than ninety (90) days prior to the implementation of the rate change. The City's setting of retail rates is separate from, and distinct, from the Contractor compensation rates listed in Exhibit D, as adjusted by Section 5.2. The Contractor shall promptly implement the City's rates changes and provide notification of pending rate changes on Customer bills. The Contractor shall provide all billing functions for services under this Contract and shall collect funds from Customers on the City's behalf as the City's billing agent. Customer remittances are the property of the City and not the Contractor.

The Contractor shall be responsible for billing and collecting revenue from Single-Family Residence, Multifamily Complex, and Commercial Customers in accordance with the charges for services directed by the City. The City shall pay the Contractor for services rendered, in accordance with Exhibit D (as adjusted pursuant to this Contract), within thirty (30) days of receipt of Contractor's monthly invoice for such services. The City's payments to the Contractor shall comprise the entire compensation due to the Contractor.

The City is not required under this Contract to make any payments to the Contractor for 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 the Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs. Upon the City's written approval, the Contractor may provide the requested services and may be authorized to directly invoice the Customer the Contractor's retail rate for those services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

The City provides Senior low-income and/or disabled resident discounts to certain Single-family Residential Customers meeting the City's eligibility criteria. The City shall provide the Contractor with an initial list of eligible accounts and shall provide the Contractor with provisions of the City's ordinance so that the Contractor may implement the policy for Customers requesting the discount in the future. The Contractor's compensation from the City will not be reduced for those Customers.

5.1.2 Itemization on Invoices

All applicable City, County, and Washington State solid waste or household hazardous waste taxes or fees, utility taxes (if itemized), and (if allowed under the last paragraph of Section 5.1.2) sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit D.

At the City's option, recycling commodity credit or debits may be itemized on Single-Family Customer bills instead of directly credited/debited to the City, in accordance with Section 5.2.4 and Exhibit F.

Charges for excess Garbage or Compostables, Single-family, Multifamily Complex, and Commercial Compostables collection, Drop-box Container, On-call collection services, On-call fee-based 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 D.

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.

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 D. 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, Garbage collection service level shifts, or other changes affecting the collection system.

5.2 Compensation Adjustments

5.2.1 Annual CPI Service Component Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Exhibit D, excluding waste disposal fees, 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 the Seattle-Tacoma-Bellevue Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1982-84=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 30 of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2023 will be based on the CPI for the twelve (12) month period ending June 30, 2022.

In the event that the CPI index series decreases year-to-year, the service component of Contractor rates shall remain unchanged, and the successive year's adjustment shall be based on the most recent June 30 CPI index value. 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%), and the successive year's adjustment shall be based on the most recent June 30 CPI index value

Adjustments to the Contractor's collection service charge shall be made in units of one cent ($0.01). Fractions less than one cent ($0.01) shall not be considered when making adjustments.

Beginning January 1, 2023, Contractor's compensation 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 1 of each year, starting October 1, 2022. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1 of that year for the applicable period and the Contractor may not appeal this action. Upon completion of the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1 of the following year. An example of rate adjustments due to CPI changes is provided in Exhibit E.

5.2.2 Changes in Disposal and Composting Fees

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal fee applied to the disposal components included in Exhibit D of this Contract. Disposal fee changes shall be effective on the date of the County's implementation. Any change in the King County Garbage disposal fee between the Date of Execution and the Date of Service Commencement shall be handled as a normal disposal fee change applied as a pass-through on rates in accordance with this paragraph.

An example of rate modifications due to disposal fee changes is provided in Exhibit E.

In the event that 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.

5.2.3 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 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.

5.2.4 Recycling Commodity Value

The City and Contractor agree that the Contractor rates in Exhibit D include all Recyclables processing and marketing costs, including processing residual disposal, but exclude the value of processed commodities. The value of processed commodities shall be credited/debited to the City on the Contractor monthly service invoice.

The Contractor shall provide to the City a City-approved monthly commodity value calculation form with its monthly billing reconciliation showing how the total value of the credit/debit was calculated and applied to the Contractor's service billing for the preceding month. The credit/debit calculation process is described further in Sections 5.2.4.1, 5.2.4.2, and 5.2.4.3.

5.2.4.1 Determining Recycling Tonnage

Recycling tonnage used for commodity credit/debit calculations shall be determined by summing separately the scale weights of all Residential and Commercial quantities of Recyclables collected from Customers and delivered to a processing facility under the terms of this Contract during the preceding month. The City may audit the routes and/or scale tickets at any time to confirm reported quantities and may require the Contractor to correct any reporting deficiencies found.

5.2.4.2 Determining Composition of Recycling Mix

For the period October 1, 2021 through December 31, 2022, the results of the most recent Residential and Commercial composition sorts (excluding residual) conducted at the Contractor's Cascade Recycling Center shall be used as the default composition of marketed recyclables for the purpose of calculating net commodity value. Separate Residential and Commercial composition data shall be used, if available.

For the period January 1, 2023 through the end of the Contract term, the following approach shall be used:

Residential: The Residential sort data from the quarterly sorts conducted by the Contractor and the City of Federal Way from September 2020 through August 2021 shall be averaged to determine Residential composition of processed recyclables (corrected to exclude residual materials).

Commercial: The Contractor shall conduct a one-day sampling of one Commercial route each quarter for five quarters from Fall 2020 through and including Fall 2021. The Commercial route shall be selected to ensure that a representative cross-section of Auburn Commercial Customers is included on that route day. If a sufficiently representative existing route does not exist, the Contractor and City shall determine which Customers to sample on a special route to develop a representative sampling. The resulting composition data shall be averaged to determine Commercial composition of processed Recyclables (corrected to exclude residual materials).

Starting January 1, 2024, either Party may request a sort of a statistically significant quantity of Residential and/or Commercial Recyclable material delivered to the Contractor's processing facility to update the commodity composition used to calculate the credit/debit to the City, provided that the sampling methodology provides a representative and accurate sampling of the seasonally-adjusted commodity stream. This methodology shall be mutually agreed upon by the Parties prior to conducting the sort(s). The Contractor shall provide a location and staffing to conduct the sort(s) at its own cost and the City shall have the option of observing sorting, data collection, and reviewing the analysis, at the City's cost.

Alternatively, the Parties may mutually agree to use data from another City, the Contractor's Cascade Recycling Center, or other source to update the commodity composition, as appropriate. Upon review and approval by both Parties, the new composition results shall be used to calculate the monthly credit/debit as soon as practicable. The Parties may mutually agree to an alternate published source for commodity values in the event that www.RecyclingMarkets.Net becomes unavailable or no longer represents reasonable values in the regional market in the opinion of either Party.

5.2.4.3 Determining Commodity Values

The calculated average commodity value shall be determined by using the projected composition of marketed Recyclables for Residential and Commercial sectors described in Sections 4.2.2 and 4.2.5 and then multiplying the value of each individual commodity by the most recent value for that baled commodity as reported by www.RecyclingMarkets.Net (Regional High Price – Pacific NW), as shown in Exhibit F**.**

The Parties may mutually agree to a successor published source for commodity values in the event that RecyclingMarkets.Net becomes unavailable or no longer represents reasonable values in the regional market in the opinion of either Party.

5.2.4.4 Calculating Net Commodity Credit/Debit to City

The monthly Credit/Debit to City shall be calculated as follows:

> [Recyclable tons collected during previous month from Residential sources **x** average Residential commodity value] **+** [Recyclable tons collected during previous month from Commercial sources x average Commercial commodity value].

An example calculation is provided in Exhibit F.

5.2.5 New or Changes in Existing Taxes

If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing taxes (excluding changes to the rates for 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. 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.

5.2.6 Change in Law

Except to the extent addressed otherwise in this Contract, changes in federal, state, or local laws or regulations (that do not apply to tax or fee rates) that result in a detrimental 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. 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 reasonably feasible, 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 4.1.19.

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 City 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.	Fifty dollars ($50) per incident, not to exceed five hundred dollars ($500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	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 after notification. $50.00 each incidence business day after notification	Fifty dollars ($50) 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 inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars ($250) per block segment if collection is performed the following day; 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, bags, or boxes.	One thousand dollars ($1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars ($100) per incident.

	Action or Omission	Performance fees
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars ($100) per incident.
11	Failure to deliver 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.	Twenty-five dollars ($25) per incident.
12	Misrepresentation by Contractor in records or reporting.	Five thousand dollars ($5,000) per incident.
13	Failure to provide the required monthly and annual reports on time. Failure to provide adequate or timely response to a request for an Ad Hoc report.	Five hundred dollars ($500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers. Failure to replace or repair broken lids on 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 specified in Section 4.3.2.4.	One hundred dollars ($100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 (inclusive of subsections) 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, Recycling, 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.
19	Failure to include City-authorized instructional/promotional materials when a new Garbage, Recycling, and/or Compostables account is established. .	Fifty dollars ($50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers, unless such collection is authorized in writing by the City.	Five thousand dollars ($5,000) per route per day.
21	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars ($250) per incident.
22	The use of outdated, or non-City-approved stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars ($50) per Container.
23	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, with no maximum.

	Action or Omission	Performance fees
24	Failure to maintain, or reduction of, Recyclables or Compostables service volume below established thresholds for Multi-Family Customers without prior City permission.	$500 per Complex
25	Failure to close lids on Detachable Containers after emptying.	Fifty dollars ($50) per incident, up to maximum of one thousand dollars ($1,000) per inspection.
26	Failure to investigate, follow-up, and rectify, a "Haul or Call" event at a Multifamily Complex as described in Section 4.3.5.	$250 per Complex

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 (8.0%) per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence to the Auburn Finance Department Director as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. 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 4.1.19;

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 causes uncontaminated Recyclables or Compostables to be disposed of in any way, such as 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 days following the initiation of a labor disruption pursuant to Section 4.1.19.

The City reserves the right to pursue any remedy available at law or in equity, including injunctive relief, 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 not to 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 for 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. The City may withhold payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due the City is determined. 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.

7. NOTICES

Routine communications between the Contractor and the City's contract manager shall be conducted via e-mail unless otherwise required under this Contract. All notices referencing change of ownership, penalties, rate requests, performance fees, or Contract default shall be emailed and provided in writing, personally served or mailed (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by either Party, in writing, from time to time. The Contractor shall provide email addresses for use by the City when sending notices of penalties, performance fees or Contract default.

To The City:

Finance Director
City of Auburn
25 West Main Street
Auburn, WA 98001

with copy to:

City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001

To Contractor:

Area Director of Public Sector Solutions
Waste Management of Washington, Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033

With copy to: **Legal Counsel**

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 join or instigate litigation to protect the right of the Contractor. 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, and Compostables once those materials are placed in Contractor-provided or City-owned containers. The Contractor shall cover all costs to process Recyclables once those materials are placed in Contractor-provided or City-owned containers.

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 in King County, reporting records and billing 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 a Primary-Non Contributory 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 of Washington.

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 a Primary-Non Contributory 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 Ten million dollars ($10,000,000) 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 ten million dollars ($10,000,000) for each occurrence, Twenty million dollars ($20,000,000) general aggregate, and a twenty million dollar ($20,000,000) 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 of Washington.

4. Contractor's Pollution Liability insurance shall be written with limits no less than ten million dollars ($10,000,000) 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, employees, agents, and volunteers shall be named as Primary-Non Contributory Additional Insured's 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 thirty (30) days' prior written notice (ten (10) days' notice for non-payment of premium) 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.

4. All Deductibles or Self Insured Retentions shall be the full responsibility of the Contractor.

5. Insurance Limits required are minimum limits and do not reduce the Defense, Indemnity, Hold Harmless Liability or any other liabilities of the Contractor.

6. Contractor's failure to maintain the insurance as required shall constitute a material breach of this contract and upon giving five business days' notice to the Contractor to correct the breach, City may immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid on demand.

8.3.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:XII.

8.3.5 Verification of Coverage

The Contractor shall furnish the City 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 one (1) month before the Date of Commencement of Service of this Contract. The Contractor shall provide to the City, upon request, the current policy maintained by Contractor for any of the policies listed in subsection 8.3.2.

8.3.6 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject

to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named Primary-Non Contributory Additional Insured's on the Contractor's insurance policy and shall provide applicable endorsements in a form acceptable and approved by the City.

8.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds in a form provided by the City in the amount of two million dollars ($2,000,000). 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) calendar 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) calendar days before its expiration.

8.5 Indemnification

8.5.1 Defend, Indemnify and Hold Harmless

Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives, volunteers, and agents, from any and all third party claims or suits, whether judicial or administrative in nature, and any damages, costs, judgments, awards or liability, including attorney fees, 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) the failure of the Contractor to comply in all respects with the provisions of this Agreement, or
(c) to the extent such claim or demand is caused by Contractor's violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder.

This indemnity under subsection 8.5.1.1(c) 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 under 8.5.1(c) shall not extend to any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the sole negligence of the City, its agents, employees, official, officers, contractors or subcontractors.

The Contractor's duty to indemnify and defend contained in this subsection shall survive the expiration or earlier termination of this Agreement.

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, provided further, that 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 have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. 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 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 or 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, defense, and hold harmless.

The provisions of this section 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 proprietary documents, 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.

If the City receives a request for records that are in the possession of the Contractor and the City determines that the records are public records under the PRA, Contractor shall cooperate with responding to the request, including performing searches of its records to identify those that are responsive to the request.

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) days' 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 lawfully organized corporate affiliates.

8.7.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract 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, sub-contracting, 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, 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 penalties 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 of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

8.9 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable 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 or permit discrimination 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. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to the aforementioned characteristics. 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, the Washington Industrial Safety and Health Act of 1973, 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 defend, 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 local, state, and federal 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 collect and remit all 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, excise 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 or specified 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. These separate agreements shall not have terms that automatically renew past the expiration of this Contract. These separate agreements must terminate prior to the expiration of this Contract. 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, Washington 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 Washington 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 services 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 landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, 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 telephone and email, 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. Failure to provide proper notification to Customers, shall be subject to performance fees due to lack of proper Customer notification.

The City shall also not be responsible for damages or delays caused by Force Majeure or other events beyond the control of the City which could not reasonably have been anticipated or prevented. Upon the occurrence of such an event, the City's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the event and only for the period during which the event persists.

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 Incorporation of Contractor's Proposal in Response to City's RFP

The Contractor's Proposal, dated May 1, 2020, submitted in response to the City's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, customer

service staffing and approach, processing abilities and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

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.

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.

8.21 Agreement Construal

The parties are sophisticated parties and this Agreement has been negotiated and prepared by them and reviewed by their respective counsel. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party regardless of the degree to which either party participated in its drafting.

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

WASTE MANAGEMENT OF WASHINGTON, INC.	CITY OF AUBURN
By _____	By _____
(Print) _____	Mayor
	Approved as to Form:
	By _____
	City Attorney

EXHIBITS

EXHIBIT A: Service Area
EXHIBIT B: Recyclables List
EXHIBIT C: Service Support Resource Levels
EXHIBIT D: Contractor Rates
EXHIBIT E: Rate Modification Example
EXHIBIT F: Commodity Value Calculation

EXHIBIT A

Service Area

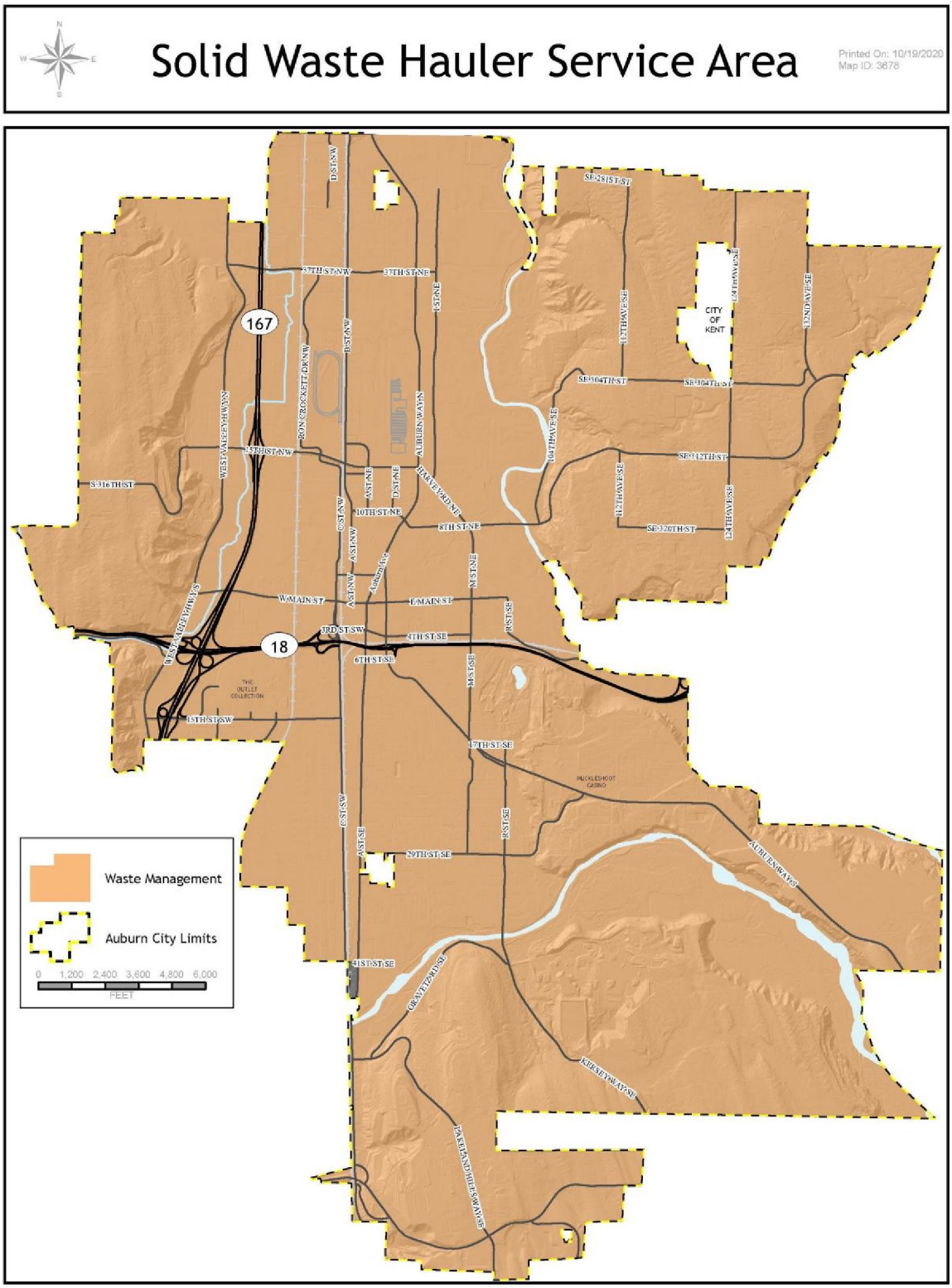

EXHIBIT B

List of Recyclables

Recyclable Item	Curb	Handling Instructions	Limitations
Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X	Place in recycling Container.	
Corrugated Cardboard – All corrugated cardboard boxes	X	All corrugated cardboard boxes placed in or next to recycling Container.	No larger than 3’ x 3’ in size, larger boxes shall be cut down to size.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X	Empty, remove lids, and place in recycling Container.	
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X	Place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, and tubs.	X	Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3” free of wood, rubber, and other contaminants	X	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container.	Less than 2’ x 2’ and 35 lbs. Less than 5% non-metal parts.
Tin Cans – All clean food and beverage tin cans and tin lids 3” or larger	X	Place in recycling Container.	

EXHIBIT C

Service Support Resource Level

The table on the following pages clarifies outreach programs proposed by the Contractor in their response to the City's Request for Proposal. In general, the City will support Contractor-proposed outreach programs that are intended to be impactful and scaled to be beneficial for City ratepayers. Individual outreach programs will be implemented after appropriate outcomes and measures are agreed to by both Parties, including a written commitment of resources to be provided by the Contractor. The Contractor shall track the implemented outreach programs and report program outcomes in each year's annual report.

WM Public Education and Outreach Program Table

For Auburn Collection Service Contract

Program	Customer Sector	Details	Resources
Annual and On-going Projects			
New Customer Welcome Packets	Residential, Multifamily, Commercial	Welcome Packets are available in print or electronically and include WM's collection procedure summary, recycling/composting guidelines, and waste prevention tips.	One Welcome Packet per each new customer available in electronic or hard copy format.
Comprehensive Service Packet (Collection Guidelines)	Residential, Multifamily, Commercial	See Section 4.3.5 of Contract. Once a year we will mail collection schedules, recycling/composting guidelines, and tips on increasing recycling and preventing waste. Customers will have the option to receive these guidelines electronically or in print. Mobile Home Park residents will receive this mailing too.	Annually for all customers.

Bill Inserts	Residential, Multifamily, Commercial	WM bill inserts provide timely information on topics such as winter collection schedule changes, weather delay procedures, and rate changes. Inserts also reinforce sustainability messaging, such as waste reduction, recycling, and composting.	Up to one insert per quarter.
Oops tags	Residential	Drivers post friendly tags to advise customers their carts were not collected because they set out contaminated material. The tags explain how to correct the problem and obtain more information from our many education resources.	As needed in support of contamination reduction plan. Double-sided notice with contamination feedback on one side and guidelines on the other.
Transcreated materials	Residential, Multifamily, Commercial	WM is a leader in providing culturally appropriate recycling education. We transcreate educational materials by delving into a culture to find relevant products and language.	Collection guidelines available upon request.
Residential Contamination Reduction Plan	Residential	Each quarter, WM outreach staff will call all customers who have three or more instances of contamination to offer additional education and notify them that continued contamination could lead to suspension of service. WM, in collaboration with city staff, will evaluate customers who are continuously contaminated and recommend that service be suspended. Customers can reinstate their service by completing an online assessment and pledge.	See Recycle Right Roadmap in Section C.1, page 63 of RFP proposal for details.

Commercial Contamination Reduction Plan	Commercial	Outreach staff will schedule site visits, right-size service levels, provide resident education such as tabling events or door-to-door, and install slotted lids at each multifamily and commercial property, if necessary. We will track each customer identified as having contamination and report to the city on our outreach actions and customer status quarterly.	See Recycle Right Roadmap in Section C.1, page 63 of RFP proposal for details.
Multifamily Contamination Reduction Plan	Multifamily	WM will provide a list of all contaminated multifamily customers with photos and account information to city staff. WM outreach staff will call multifamily and commercial customers with 3 or more "Haul or Calls" due to contamination to offer advice on reducing contamination. Outreach staff will schedule site visits, right-size service levels, provide resident education such as tabling events or door-to-door, and install slotted lids at each multifamily and commercial property, if necessary. We will track each customer identified as having contamination and report to the city on our outreach actions and customer status quarterly.	See Recycle Right Roadmap in Section C.1, page 63 of RFP proposal for details. See contract section 4.3.5 for additional details

Think Green Recycling and Reuse Collection Events	Residential & Multifamily	Residents may safely and sustainably dispose of hard-to- recycle items such as foam, textiles, and electronics, at annual events. These events provide recycling collection for items not picked up at curbs and encourage reuse by partnering with local charities to host donation stations.	Two 6-hour events per year.
Recycle All Stars Annual Incentive Program	Multifamily	One multifamily property (or 2 smaller properties, less than 200 units each), per year wins a summer celebration including pizza party, games, and prizes for families. (Random selection based upon entries submitted by WM – properties that go from contaminated to consistently clean will qualify for entry.)	Event coordination, staffing, supplies and catering.
Recycle All Stars Annual Incentive Program	Residential	5 customers per year win one month of free service. (Random selection based upon entries submitted by WM – residents that go from contaminated to consistently clean will qualify for entry.)	
Recycle All Stars Annual Incentive Program	Commercial	1 (or 2 small) commercial customer(s) per year wins a summer celebration including pizza party, games and prizes for staff. (Random selection based upon entries submitted by WM – customers that go from contaminated to consistently clean will qualify for entry.)	Event coordination, staffing, supplies and catering.

Websites and Social Media	Residential, Multifamily, Commercial	WM uses traditional and social media to educate customers about services, recycling and composting programs, and events. Our local Auburn website, WMnorthwest.com/auburn, is available 24/7 and has the most up-to-date information on services, events, and programs. WM.com is an engaging tool for customers to set up accounts, select communication preferences, paperless billing, and autopay. Our Think Green Auburn Facebook and @WMPugetSound Twitter account also offer engaging and educational content.	Websites and social media pages updated regularly with timely information.

In addition to the offerings listed above, annually we will develop an outreach plan in partnership with Auburn city staff. In coordination with city staff, we will select one of the options for outreach projects listed below. If the project scope(s) are scaled back from the levels detailed below, we could complete multiple projects of similar scale in one year.

The City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including updating outreach materials and/or refining targeted audiences. 4.3.5

Outreach Project Options	Customer Sector	Details	Resources
Residential Cart Tagging	Residential	Cart tagging (affixing positive instructions to carts) has proven to be effective in both increasing the number of households that participate in composting and decreasing the amount of contamination in the recycling.	Tag 2,000 customers carts with two rounds of tagging per cart.
Event Education	Residential, Multifamily, Commercial	WM's education team will host a recycling information booth and/or work with event organizers to make events zero waste.	WM will staff a booth for five days or attend an event for two days with a booth and provide zero waste technical assistance support
Business Composting	Commercial	Develop and purchase tool kits for business composting (web info, internal collection bins, posters, handouts, etc.) and promote composting to businesses.	Target 30 food waste generating businesses and provide direct mail, site visits and training to set up composting.
Business Recycling	Commercial	Visit businesses with shared containers and provide information, tools and ideas for improving recycling.	Up to 300 businesses See contract section 4.3.5 for additional details

Multifamily Recycling	Multifamily	Work with multifamily properties to implement the 3 Cs of recycling: Convenience, Clarity and Capacity. Once the three Cs are in place, offer education and training which could include presentations, tabling events or door-to-door resident outreach.	Work with up to 100 properties per year. See contract section 4.3.5 for additional details
Schools Outreach	Commercial: Schools	Work with 4 school green teams to evaluate and improve recycling systems and/or implement composting programs. Activities could include lunchtime waste audits, staff and green team trainings, and touch-a-truck presentations.	Work with up to four schools per year.

EXHIBIT D

Contractor Rates

Exhibit D: Contractor Rates					
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Monthly Weekly Residential Curbside Service	One 35-gallon Garbage Cart monthly, Recycling EoW	26.74	$ 1.88	$ 12.71	$ 14.59
	One 20-gallon Garbage Cart	12.22	$ 3.73	$ 15.55	$ 19.28
	1 35-gallon Garbage Cart	21.39	$ 6.53	$ 16.56	$ 23.09
	1 45-gallon Garbage Cart	27.50	$ 8.39	$ 21.41	$ 29.80
	1 64-gallon Garbage Cart	39.11	$ 11.93	$ 22.58	$ 34.51
	1 96-gallon Garbage Cart	58.67	$ 17.90	$ 32.40	$ 50.30
	Additional 32 Gallon Cans (weekly svc)	21.39	$ 6.53	$ 16.56	$ 23.09
	Extras (32 gallon equivalent)	19.56	$ 1.38	$ 2.62	$ 4.00
	Miscellaneous Fees:				
	Subscription Compostables Service - 35-gallon Cart				$ 10.19
	Subscription Compostables Service - 64-gallon Cart				$ 11.04
	Subscription Compostables Service - 96-gallon Cart				$ 11.89
	Extra Yard Debris (32 gallon bag/bundle/can)				$ 3.00
	2nd and Additional 96-Gallon Yard Waste Cart				$ 6.00
	2nd and Additional 96-Gallon Recycling Cart				$ 2.00
	Return Trip				$ 6.00
	Roll-out Charge, per 25 ft, per container, per time				$ 3.00
	Drive-in Charge, per month				$ 6.00
	Overweight/Oversize container (per p/u)				$ 3.00
	Redelivery of one or more containers				$ 10.00
	Cart Cleaning (per cart per cleaning)				$ 10.00
On-Call Bulky Waste Collection	Non-CFC Large Appliances ("white goods"), per item				$ 20.00
	Refrigerators/Freezers/Air Conditioners per item				$ 30.00
	Sofas, Chairs, per item	75.00	$ 5.28	$ 14.72	$ 20.00
	Mattresses, Boxsprings, per item	100.00	$ 7.04	$ 12.96	$ 20.00
Weekly Commercial Can and Cart	1 20-gallon Garbage Cart	12.22	$ 3.73	$ 15.55	$ 19.28
	1 35-gallon Garbage Cart	21.39	$ 6.53	$ 16.56	$ 23.09
	1 45-gallon Garbage Cart	27.50	$ 8.39	$ 21.41	$ 29.80
	1 64-gallon Garbage Cart	39.11	$ 11.93	$ 22.58	$ 34.51
	1 96-gallon Garbage Cart	58.67	$ 17.90	$ 32.40	$ 50.30
	Extras (32-gallon equivalent)	19.56	$ 1.38	$ 2.62	$ 4.00
	Ancillary Fees:				
	Weekly 35-gal Cart Subscription Compostables Service				$ 13.23
	Weekly 64-gal Cart Subscription Compostables Service				$ 14.04
	Weekly 96-gal Cart Subscription Compostables Service				$ 14.87
	Weekly 1-yard Subscription Compostables Service				$ 31.29
	Weekly 2-yard Subscription Compostables Service				$ 62.58
	Compostable Cart lining, per time				$ 5.50
	Return Trip				$ 6.00
	Roll-out Charge, per addtn'l 25 ft, per cart, per p/u				$ 1.50
	Redelivery of containers				$ 10.00
	Cart Cleaning (per cart per cleaning)				$ 10.00
Commercial Detachable Container (compacted)	1 Cubic Yard Container - per pickup	347.43	$ 24.46	$ 29.28	$ 53.74
	1.5 Cubic Yard Container - per pickup	521.15	$ 36.69	$ 43.92	$ 80.61
	2 Cubic Yard Container - per pickup	694.86	$ 48.93	$ 58.56	$ 107.49
	3 Cubic Yard Container - per pickup	1,042.29	$ 73.39	$ 82.47	$ 155.86

Exhibit D: Contractor Rates					
	4 Cubic Yard Container - per pickup	1,389.72	$ 97.85	$ 104.06	$ 201.91
	5 Cubic Yard Container - per pickup	1,737.15	$ 122.31	$ 167.22	$ 289.53
	6 Cubic Yard Container - per pickup	2,084.58	$ 146.78	$ 192.20	$ 338.98
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	115.81	$ 35.33	$ 93.25	$ 128.58
	1 Cubic Yard, 2 pickups/week	115.81	$ 70.66	$ 186.50	$ 257.16
	1 Cubic Yard, 3 pickups/week	115.81	$ 105.99	$ 279.75	$ 385.74
	1 Cubic Yard, 4 pickups/week	115.81	$ 141.32	$ 373.00	$ 514.32
	1 Cubic Yard, 5 pickups/week	115.81	$ 176.65	$ 466.25	$ 642.90
	1.5 Cubic Yard, 1 pickup/week	173.72	$ 53.00	$ 118.93	$ 171.93
	1.5 Cubic Yard, 2 pickups/week	173.72	$ 106.00	$ 237.86	$ 343.86
	1.5 Cubic Yard, 3 pickups/week	173.72	$ 159.00	$ 356.79	$ 515.79
	1.5 Cubic Yard, 4 pickups/week	173.72	$ 212.00	$ 475.72	$ 687.72
	1.5 Cubic Yard, 5 pickups/week	173.72	$ 265.00	$ 594.65	$ 859.65
	2 Cubic Yard, 1 pickups/week	231.62	$ 70.66	$ 128.49	$ 199.15
	2 Cubic Yard, 2 pickups/week	231.62	$ 141.32	$ 256.98	$ 398.30
	2 Cubic Yard, 3 pickups/week	231.62	$ 211.98	$ 385.47	$ 597.45
	2 Cubic Yard, 4 pickups/week	231.62	$ 282.64	$ 513.96	$ 796.60
	2 Cubic Yard, 5 pickups/week	231.62	$ 353.30	$ 642.45	$ 995.75
	3 Cubic Yard, 1 pickup/week	347.43	$ 106.00	$ 173.03	$ 279.03
	3 Cubic Yard, 2 pickups/week	347.43	$ 212.00	$ 346.06	$ 558.06
	3 Cubic Yard, 3 pickups/week	347.43	$ 318.00	$ 519.09	$ 837.09
	3 Cubic Yard, 4 pickups/week	347.43	$ 424.00	$ 692.12	$ 1,116.12
	3 Cubic Yard, 5 pickups/week	347.43	$ 530.00	$ 865.15	$ 1,395.15
	4 Cubic Yard, 1 pickup/week	463.24	$ 141.33	$ 210.24	$ 351.57
	4 Cubic Yard, 2 pickups/week	463.24	$ 282.66	$ 420.48	$ 703.14
	4 Cubic Yard, 3 pickups/week	463.24	$ 423.99	$ 630.72	$ 1,054.71
	4 Cubic Yard, 4 pickups/week	463.24	$ 565.32	$ 840.96	$ 1,406.28
	4 Cubic Yard, 5 pickups/week	463.24	$ 706.65	$ 1,051.20	$ 1,757.85
	6 Cubic Yard, 1 pickup/week	694.86	$ 211.99	$ 289.25	$ 501.24
	6 Cubic Yard, 2 pickups/week	694.86	$ 423.98	$ 578.50	$ 1,002.48
	6 Cubic Yard, 3 pickups/week	694.86	$ 635.97	$ 867.75	$ 1,503.72
	6 Cubic Yard, 4 pickups/week	694.86	$ 847.96	$ 1,157.00	$ 2,004.96
	6 Cubic Yard, 5 pickups/week	694.86	$ 1,059.95	$ 1,446.25	$ 2,506.20
	8 Cubic Yard, 1 pickup/week	926.48	$ 282.66	$ 352.15	$ 634.81
	8 Cubic Yard, 2 pickups/week	926.48	$ 565.32	$ 704.30	$ 1,269.62
	8 Cubic Yard, 3 pickups/week	926.48	$ 847.98	$ 1,056.45	$ 1,904.43
	8 Cubic Yard, 4 pickups/week	926.48	$ 1,130.64	$ 1,408.60	$ 2,539.24
	8 Cubic Yard, 5 pickups/week	926.48	$ 1,413.30	$ 1,760.75	$ 3,174.05
	Extra loose cubic yard in container, per pickup	115.81	$ 8.15	$ 1.85	$ 10.00
	Extra loose cubic yard on ground, per pickup	115.81	$ 8.15	$ 11.85	$ 20.00
	Detachable Container Ancillary Fees (per occurance):				
	Stand-by Time (per minute)				$ 1.60
	Container Cleaning (per yard of container size)				$ 10.00
	Redelivery of Containers				$ 20.00
	Return Trip				$ 10.00

Exhibit D: Contractor Rates					
	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial Drop-box Collection	Non-compacted 10 cubic yard Drop-box	$ 2.42	$ 72.60	$ 94.33	$ 190.28
	Non-compacted 20 cubic yard Drop-box	$ 3.44	$ 103.20	$ 94.33	$ 190.28
	Non-compacted 30 cubic yard Drop-box	$ 4.47	$ 134.10	$ 94.33	$ 190.28
	Non-compacted 40 cubic yard Drop-box	$ 4.95	$ 148.50	$ 94.33	$ 190.28
	Compacted 10 cubic yard Drop-box				$ 230.96
	Compacted 15 cubic yard Drop-box				$ 230.96
	Compacted 20 cubic yard Drop-box				$ 230.96
	Compacted 25 cubic yard Drop-box				$ 230.96
	Compacted 30 cubic yard Drop-box				$ 230.96
	Compacted 40 cubic yard Drop-box				$ 230.96
	Drop-box Ancillary Fees				Per Event
	Return Trip				$ 25.00
	Stand-by Time (per minute)				$ 1.60
	Container cleaning (per yard of container size)				$ 10.00
	Solid lid surcharge (per day)				$ 1.00
	Drop-box directed to other facility (per one-way mile)				$ 3.00
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	2 Yard detachable Container	231.62	$ 16.31	$ 37.07	$ 53.38
	4 Yard detachable container	463.24	$ 32.62	$ 60.65	$ 93.27
	6 Yard detachable container	694.86	$ 48.93	$ 83.44	$ 132.37
	8 Yard detachable container	926.48	$ 65.23	$ 101.59	$ 166.82
	Non-compacted 10 cubic yard Drop-box				$ 228.34
	Non-compacted 20 cubic yard Drop-box				$ 228.34
	Non-compacted 30 cubic yard Drop-box				$ 228.34
	Non-compacted 40 cubic yard Drop-box				$ 228.34
	Service Level		Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	2 Yard detachable container		$ 94.33	$ 1.34	$ 40.20
	4 Yard detachable container		$ 94.33	$ 1.49	$ 44.70
	6 Yard detachable container		$ 94.33	$ 1.85	$ 55.50
	8 Yard detachable container		$ 94.33	$ 2.06	$ 61.80
	Non-compacted 10 cubic yard Drop-box		$ 94.33	$ 2.42	$ 72.60
	Non-compacted 20 cubic yard Drop-box		$ 94.33	$ 3.44	$ 103.20
	Non-compacted 30 cubic yard Drop-box		$ 94.33	$ 4.47	$ 134.10
	Non-compacted 40 cubic yard Drop-box		$ 94.33	$ 4.95	$ 148.50
Event Services					Per Day
	Delivery, provision, collection of a set of 3 carts (G, R &C)				$ 25.00
City Services					Per Month
	Provision of specifed litter collection and clean-up services				$ 17,500

Exhibit D: Contractor Rates					
	Service				**Per Hour**
Hourly Rates	Rear/Side-load packer + driver				$ 157.65
	Front-load packer + driver				$ 157.65
	Drop-box Truck + driver				$ 157.65
	Front-load packer + driver for regular Boeing route				$ 157.65
	Pressure Washing				$ 60.00
	Graffiti Clean-up				$ 60.00
	Additional Labor (per person)				$ 86.71

EXHIBIT E

Fee Modification Examples

The collection and disposal components of the Customer charges listed in Exhibit D 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 D 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 collection fee component listed in Exhibit D will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times [1 + \frac{nCPI - oCPI}{oCPI}]$$

Where	NCC	=	The new collection fee component of the customer rate for a particular service level; and
	PCC	=	The previous collection fee component 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 2021.

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:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

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

Where	NDC	=	The new disposal charge component of the customer rate for a particular service level; and
	NTF	=	The new disposal fee, dollars per ton; and

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

For example, using an initial one 35-gallon cart rate of $23.09 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from $130 to $140 per ton starting on January 1, 2023, the old disposal component is $6.53, the old collection component is $16.56 and the State Excise Tax rate is 0.0175, the January 2023 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

New Collection Component = $$\$16.56 \times \left[1 + \frac{(144.3-143.2)}{(143.2)}\right] = \mathbf{\$16.69}$$

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

[$6.53 x (140/130)] = $7.03

Step B calculation for excise tax:

$7.03 + [(7.03-6.53) x 0.0175] = **7.04**

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be the $**16.69** collection component plus the $**7.04** disposal component, equaling $**23.73**.

EXHIBIT F

Commodity Value Calculation

Exhibit F - Sample Calculations for Recycling Rebate
(amounts presented are for illustration only)

Commodity	Month 1 Waste Characterization Percentage per Sorts	Month 1 Recycling Markets High Price/ton	Month 1 Calculated Commodity Value	Month 2 Waste Characterization Percentage per Sorts	Month 2 Recycling Markets High Price/ton	Month 2 Calculated Commodity Value
Mixed Paper - PS 54 (including NP)	45.00%	$ -	$ -	45.0%	$ -	$ -
Corrugated Containers - PS56	26.00%	$ 90.00	$ 23.40	26.0%	$ 80.00	$ 20.80
Aluminum Cans (Baled)	1.00%	$ 800.00	$ 8.00	1.0%	$ 850.00	$ 8.50
Steel Cans (Baled)	1.00%	$ 100.00	$ 1.00	1.0%	$ 90.00	$ 0.90
3 Mix Glass	25.00%	$ (20.00)	$ (5.00)	25.0%	$ (25.00)	$ (6.25)
PET (Baled)	0.50%	$ 140.00	$ 0.70	0.5%	$ 100.00	$ 0.50
Natural HDPE (Baled)	0.50%	$ 600.00	$ 3.00	0.5%	$ 500.00	$ 2.50
Colored HDPE (Baled)	0.50%	$ 80.00	$ 0.40	0.5%	$ 50.00	$ 0.25
Commingled #3 - 7 (Baled)	0.50%	$ -	$ -	0.5%	$ -	$ -
	100.00%		$ 31.50	100.0%		$ 27.20

	Month 1	Month 2
Commodity Value	$ 31.50	$ 27.20
Total Recycling Tons/Mo (per monthly reports)	900	950
	$ 28,350	$ 25,840

Monthly Recycling Tonnage	Month 1 Tonnage			Month 2 Tonnage		
Residential Tons	300	$ 9,450	33%	325	$ 8,840	34%
Multifamily & Commercial Tons	600	$ 18,900	67%	625	$ 17,000	66%
	900	$ 28,350	100%	950	$ 25,840	100%

Total Customers/Com'l & MF Yards	Month 1 Commodity Rebate # Resi Accts and # Yards for MF/Comm'l	Rebate	Total	Month 2 Commodity Rebate # Resi Accts and # Yards for MF/Comm'l	Rebate	Total
Credit per residential account	18,196	$ 0.52	$ 9,450	18,200	$ 0.49	$ 8,840
Credit per MF/Com'l MSW Yard	28,125	$ 0.67	$ 18,900	28,150	$ 0.60	$ 17,000
Monthly Rebate to the City			$ 28,350			$ 25,840

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5557 (O'Neil)

Date:
October 27, 2020

Department:
Police

Attachments:
Resolution No. 5557
E&K Farms Agreement

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5557.

Background Summary:

Currently Auburn Animal Control has a duty to impound animals in case of neglect, animal cruelty, animal fighting, etc. These animals oftentimes include farm animals such as horses, goats, chickens, etc, that are unable to be housed at the Auburn Valley Humane Society. This agreement with E&K farms would provide a location for Auburn to house and care for these types of animals when needed. E&K Farm is currently utilized by King and Pierce County Animal Control and is close in proximity to the City of Auburn. This agreement would provide a viable location to house these types of animals if/when it is needed.

Reviewed by Council Committees:

Councilmember:

Staff: O'Neil

Meeting Date: November 2, 2020

Item Number: RES.C

RESOLUTION NO. 5557

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND E&K FARMS, LLC FOR GRAZING ANIMAL SHELTERING SERVICES THAT CANNOT BE HELD AT THE CITY'S PRIMARY CONTRACT SHELTER

WHEREAS, the City of Auburn has a need for temporary animal sheltering services related to domesticated animals that cannot be held at the City's primary contract shelter.

WHEREAS, E&K Farms, LLC, can provide those services for the City as an independent provider, and is willing to do so in a professional manner and at a cost and under terms acceptable to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor is authorized to execute an Agreement between the City and E&K Farms, LLC, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

CITY OF AUBURN
AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into on this ____day of _____, 2020 ("Effective Date"), by and between the **City of Auburn**, a municipal corporation of the State of Washington (the "City"), and **E&K Farms, LLC**, 3040 B St. NW, Auburn, WA 98001, (the "Provider").

RECITALS:

1. The City wants to enter into a contractual agreement with the Provider for temporary animal shelter services related to domesticated animals that cannot be held at the City's primary contract shelter.

2. The City has determined it is in the City's best interest to enter into this agreement with the Provider for this work.

3. The Provider is qualified and able to provide the desired animal shelter services.

AGREEMENT:

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. Scope of Services
The Provider agrees to perform the tasks described on Exhibit "A". The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services
If additional services with respect to related work are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, the parties will amend this Agreement before the Provider performs the additional services. However, Provider agrees that it will perform additional services on the written request of an authorized representative of the City pending execution of an Amendment.

3. Provider's Representations
The Provider represents and warrants that it has all necessary licenses and certifications to perform the services provided for in the Agreement, and is qualified to perform those services.

4. City's Responsibilities
The City shall:
   a. notify Provider when new animals are going to be sheltered on the property, and for how long; and
   b. manage all redemptions and adoptions through coordination with Animal Control Officers; and
   c. accept all fees for redemption and adoption, payable to the Auburn City Clerk's Office.

5. Compensation

As compensation for the Provider's performance of the services provided for in this Agreement, the City shall pay the Provider the fees and costs specified in Exhibit "B". These payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to perform the work specified in Exhibit "A".

The Provider shall submit to the City an invoice or statement of time spent on tasks included in the scope of work, and the City upon acceptance of the invoice or statement shall process the invoice or statement in the next billing/claim cycle, and shall remit payment to the Provider, subject to any conditions or provisions in this Agreement or Amendment.. Copies of original supporting documents shall be supplied to the City upon request.

The not-to-exceed amount for this agreement is $10,000 per year. The Provider will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization.

6. Time for Performance, Term, and Termination of Agreement

The Provider shall not begin any work under this Agreement until authorized in writing by the City. The Provider shall perform the services in accordance with the direction and scheduling provided on Exhibit "A", unless otherwise agreed to in writing by the parties. The term of this Agreement is two (2) years from the Effective Date.

Either party may request renewal of this Agreement upon thirty (30) days written notice to the other party prior to the end of the term. Renewal of this Agreement requires execution of an Amendment with signature of both parties.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

If this Agreement is terminated through no fault of the Provider, the Provider shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B".

Upon receipt of a termination notice, the Provider shall promptly discontinue all services affected and deliver to the City all animals, equipment, fencing, sheltering materials, and any other property of the City including reports, documents, and written materials as the provider may have accumulated, prepared, or obtained in performing this Agreement, whether fully or partially completed.

7. Ownership and Use of Documents

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Provider as part of his performance of this Agreement (the "Work Products") shall be owned by and become the

property of the City, and may be used by the City for any purpose beneficial to the City and shall be subject to the requirements of the Public Records Act, Chapter 42.56 RCW.

8. Records Inspection and Audit

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement. If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of accounts pertaining to any work performed under this Agreement shall be retained until all litigation, claims, disputes, or audits have been finally resolved.

9. Continuation of Performance

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Provider agrees that, notwithstanding such dispute or conflict, the Provider shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

10. Administration of Agreement

This Agreement shall be administered by Bob Droll, on behalf of the Provider, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

Traffic Sergeant City of Auburn 340 East Main St Auburn WA 98002 Phone: 253.876-1932 Fax: 253.931.4005 Email: jnordenger@auburnwa.gov	E and K Farms Address 20326 SE Green Valley RD Auburn, WA. 98092 Email: JodiW@watersandwoodinc.com Phone: 206-719-5045

11. Notices

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or sent by regular mail, postage prepaid, [by certified mail, return receipt requested,] and addressed, if to a party of this Agreement, to the address for the party set forth above. If addressed to a non-party, the notice shall be sent, in the foregoing manner, to the address designated by a party to this Agreement Either party may change its address by giving notice in writing to the other party.

12. Insurance

The Provider shall procure and maintain for the duration of this Agreement, at its sole expense, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by the Provider, or the Provider's agents, representatives, employees, or subcontractors.

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

The Service Provider shall obtain insurance of the types described below:

a. 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. Provider shall maintain automobile insurance with minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate, and a $2,000,000 products-completed operations aggregate limit.

c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

For Automobile Liability and Commercial General Liability insurance, the policies are to contain, or be endorsed to contain that Provider's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

Insurance is to be placed with an authorized insurer in Washington State. The insurer must have a current A.M. Best rating of not less than A:VII.

The Provider shall furnish the City with certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work.

The city reserves the right to require that complete, certified copies of all required insurance policies be submitted to the City at any time. The City may withhold payment if the Provider does not full comply with this request.

If the Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are

greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Provider from the City.

The provider will provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Failure by the Provider to maintain the insurance as required shall constitute a material breach of this agreement, upon which the City may, after giving five (5) business days' notice to the Provider to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the City's sole discretion, offset against funds due the Provider.

13. Indemnification/Hold Harmless

Except for injuries and damages caused by the sole negligence of the City, the Provider shall defend, indemnify and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits of every kind, including attorney fees and litigation expenses, arising out of or in connection with any alleged act, omission, professional error, fault, mistake, or negligence of the Provider, its employees, agents, representatives, or subcontractors, including employees, agents, or representatives of tits subcontractors, made in the performance of this Agreement, or arising out of worker's compensation, unemployment compensation, or unemployment disability compensation claims.

If is further specifically and expressly understood that this indemnification includes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14. Assignment

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

15. Nondiscrimination

The Provider may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race, color, creed, religion, national origin, sex, age, or where there is the presence of any sensory, mental or physical handicap.

16. Amendment, Modification or Waiver
No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or the party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver, approval or acceptance, or payment by any party shall not affect or impair that party's rights arising from any default by the other party.

17. Parties in Interest
This Agreement is binding upon, and the benefits and obligations hereto shall inure to and bind, the parties and their respective successors and assigns, although this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

18. Costs to Prevailing Party
In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the substantially prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

19. Applicable Law
This Agreement and the rights of the parties shall be governed by with the laws, regulations, and ordinances of the City, of the State of Washington, and King County. Venue for any action involving this agreement shall be in the county in which the property or project is located, and if not site specific, then in King County. It is agreed that any applicable statute of limitation shall commence no later than the substantial completion by the Provider of the services.

20. Captions, Headings and Titles
All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. Where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

21. Severable Provisions
Each provision of this Agreement is intended to be severable. If any provision is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remaining provisions.

22. Entire Agreement
This Agreement contains the entire understanding of the parties in respect to the transactions contemplated and supersedes all prior representations, agreements and understandings between the parties, either oral or written.

23. Non-Availability of Funds

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available, according to the termination provision set forth above. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or damages as a result of termination under this Section.

24. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN	**E&K FARMS, LLC**
_____	_____
Nancy Backus, Mayor	[NAME, TITLE]
	Federal Tax ID No:_____

Approved as to form:

_____

Kendra Comeau, City Attorney

EXHIBIT A
Scope of Services

The Provider will provide the following services in a good and professional manner:

- Shelter for non-companion animals and all animals that are not permitted to be sheltered by the Auburn Valley Human Society including but not limited to horses, cows, sheep, pigs, goats, fowl, etc.
- Keep the property in a neat, clean, safe, and sanitary condition, and in compliance with all applicable codes and laws.
- Furnish all cleaning supplies and materials, other expendable supplies, such as light bulbs and heat, needed to operate and provide appropriate shelter for all animals.
- Purchase and appropriately feed animals with only the food as determined appropriate by the animal control officer or authorized equivalent as part of the animal's "care plan."
- Ensure that an adequate supply of fresh, potable water is available for the animals at all times.
- Provide disposal (rendering or cremation) services for animals deceased upon arrival or during time of sheltering.
- Provide shelter for impounded animals, awaiting disposition by the courts, until such time that the court reaches final disposition of the case.
- Provide veterinary care to animals, after receiving written permission from the City to incur any associated costs, in accordance with Exhibit B.
- Provide staff to allow for animal redemption during regular business hours.
- Maintain complete records of animals received and animals disposed of on behalf of the City.

The Provider will also allow Auburn Police Department Animal Control Officers, or authorized equivalent, access to the Property at all hours. If access is required after 6PM and before 6AM, the Auburn Police Department will notify E&K Farms in advance by telephone. E&K Farms cannot unreasonably deny access to animals by the Auburn Police Department.

EXHIBIT B
Compensation

As compensation for the Provider's performance of the services provided, the City shall pay the Provider according to the following schedule:

Poultry	$25/day
Goats and Sheep	$30/day
Pigs and Cattle	$35/day
Horses, Mini Equine, Donkeys and Mules	$40/day
Stallions	$50/day

The City has a right to recover these fees from individuals redeeming any animals from impound.

Further, the Provider shall provide advance notification to the City in writing if an animal is to exceed $150 inclusive of veterinary care, food, and sheltering.

The not-to-exceed amount for this agreement is $10,000 per year. The Provider will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization.