

Downtown Parking Strategy



City Council Workshop
February 11, 2019

Chad Eiken, CED Director

Presentation Outline

- Parking Investment Policy Background
- Council Feedback to-date
- Comprehensive Parking Strategy Needed
- Proposed Interim Approach
- Questions and Discussion



Parking Investment Policy - Background

- City is in a transition period: Economic success of downtown is creating pressures on availability of parking, particularly for employees
- City owns/operates 2 garages, 4 surface lots (1,200 total spaces) and has waiting lists for every facility; 3,600 regulated on-street spaces
- Surface lots being redeveloped; more employees per square foot in existing buildings
- No new parking structure since the Recession
- Need for a “post-recession” examination of City’s policy regarding building new parking structures

Parking Investment Policy (cont.)

- Three Council workshops held last year with Rick Williams, consultant
 - Discussed steps taken/underway to improve parking availability
 - Revisited policy regarding investing in new structured parking
 - Proposed emphasis on public-private partnerships; no city ownership; City's priority is parking for visitors/customers
 - Related policy issues: eliminate parking minimums; allow non-accessory parking; improve wayfinding

Council Feedback

- Council feedback to financial participation question:
 - Understand City's priority should be visitor parking, but...
 - How does policy fit into overall parking "ecosystem" (e.g. new residential parking and employee parking, off-street vs. on-street, use of TDM, etc.)?
 - What are near term strategies for managing through this transition period? What is the overall strategy?
- Policy question of City's level of participation in new garages is but one piece of a more comprehensive parking management strategy

Comprehensive Parking Strategy is Needed

Crucial to helping downtown:

- Continue to grow
- Ensure economic vitality
- Reduce congestion
- Attract/retain employers
- Address housing affordability
- Reduce transportation inequities
- Prepare for emerging mobility trends

Important Note: Parking issues cannot be solved by any one entity; public and private sector commitment is key to a successful strategy

Comprehensive Parking Strategy

Could include:

- Complete inventory of public and private spaces downtown
- Utilization study of on-street and off-street spaces (public and private)
- Existing land use and redevelopment assumptions
- Optimal location and size of future parking garages, and timing
- Stakeholder outreach process including commuter survey, public input
- Create incentives and marketing program for shared use of parking
- Strategies to increase use of alternative transportation modes
- Create source of dedicated revenue to help fund improvements

Interim Approach

Near to Mid-Term Steps:

1. Continue **near-term initiatives** to make better use of existing supplies and focus on specific employee parking issue around the Academy (0-12 mos.)
2. Establish clear policy regarding the **City's participation** in funding new parking supply such as a parking structure (0-3 mos.)
3. Initiate **data-gathering** for a more comprehensive downtown parking strategy (in 6-12 mos.)
4. Analyze data, obtain stakeholder input, **develop comprehensive strategy** as part of VCCV Update (in 12-24 mos.)

Details of Interim Approach

Near-term (0-12 mos.) Initiatives:

- Add new on-street long term permit spaces (restripe to angled spaces, convert underutilized hourly parking to permit parking)
- Expand hourly wage employee parking areas
- Maximize use of several public parking lots
- Promote shared use of private under-parked surface lots; may involve code amendments



Details of Interim Approach (cont.)

Near-term (0-12 mos.) Initiatives:

- Identify potential remote parking lots; connect with RYD shuttle
- Study/implement options for replacement parking near Academy in anticipation of displaced employee parking
- Continue to promote TDM – Transportation Demand Management program to lessen demand on existing parking



City's Role in Building Parking Supply?

City should not wait to clarify its role in building new parking supply:

- A new structure will take 18 – 24 months to construct (assuming site, design and funding is ready to go)
- A clear policy will:
 - ✓ Provide staff with direction on how to plan (or not) for new parking
 - ✓ Allow funding sources to be identified and accrued in advance of parking construction (if the City has a role)
 - ✓ Provide the planning necessary to allow the City to “flip the switch,” if an opportunity presents itself (and policy allows)
 - ✓ Clarify expectations for the community

Next Steps

- Workshop on April 15 re. Parking Investment Policy
- Based on Council direction, investment policy resolution will be prepared and brought to Council for action
- Staff will develop scope for data-gathering project; issue RFP
- Quarterly workshops will be held throughout 2019 to provide updates on near-term initiatives, request direction on code amendments, and report on any preliminary insights from data gathered

Questions and Discussion

VANCOUVER
CITY HALL



Chad Eiken, Director
Community and Economic Development
chad.eiken@cityofvancouver.us



Staff Report 025-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/11/2019

SUBJECT Hearing Examiner reappointments

Key Points

- The hearings examiner position was created to interpret, review and implement land use or other regulations and policies in the Vancouver Municipal Code.
- Reappointments of the City's hearings examiner shall be approved annually by the City Council.
- The Planning and Code Compliance staff have been satisfied with the performance of the current hearings examiners and are requesting they be reappointed.

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver currently has contracts with Sharon Rice as Hearings Examiner and Joe Turner as Hearings Examiner Pro Tem to conduct land use hearings as well as code compliance and tree appeals. Both were appointed to one-year terms in February 2018. VMC 2.51 authorizes City Council to appoint hearings examiners to one-year terms. The term for Sharon Rice, Hearings Examiner, and Joe Turner, Hearings Examiner Pro Tem, are about to expire.

Planning and Code Compliance staff have been satisfied with the performance of Ms. Rice over the last year. Ms. Rice conducted 19 hearings in 2018 consisting of 15 land use hearings, three tree appeals hearings and one code compliance appeal hearing. Mr. Turner conducted two hearings in 2018 consisting of two land use cases.

Ms. Rice is currently compensated at the rate of \$165.00 per hour and Mr. Turner is compensated at a rate of \$160.00 per hour. Neither is requesting an increase.

Advantage(s)

1. This action is consistent with the adopted Hearings Examiner Ordinance (VMC 2.51).
2. Allows the City to provide objective, independent evaluation of land use matters, including certain “major developments” and appeals of land use decisions and code enforcement actions.
3. Reappointment of the current Hearings Examiner and Hearings Examiner Pro Tem will provide continuity in the conduct of hearings.

Disadvantage(s)

Expenditure of City funds; however, some of the expenses are covered through the collection of development review planning fees and fines and penalties recovered through enforcement actions-

Budget Impact

This action will not impact the budget. The approved Land Use Team budget for 2019 includes funding for hearing examiner professional service which will be sufficient to cover the anticipated costs. No increase in the existing hourly rate is proposed this year.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to sign the amendments to continue Hearings Examiner services for one year with Sharon Rice as Hearing Examiner, and Joe Turner as Hearing Examiner Pro Tem.

Greg Turner, Land Use Manager, 487-7883

ATTACHMENTS:

- ▢ Amendment to the 2017 Professional Services Agreement with Sharon Rice
- ▢ 2017 Professional Services Agreement with Sharon Rice
- ▢ Amendment to the 2017 Professional Services Agreement with Joe Turner
- ▢ 2017 Professional Services Agreement with Joe Turner

AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
HEARING EXAMINER

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. 87177, dated March 14, 2017, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Sharon A. Rice, of the Offices of Sharon Rice Hearing Examiner LLC hereinafter referred to as "Examiner" whose address is 20126 Ballinger Way, No. 167, Shoreline WA 98155.

This amendment modifies the following portions of Section 6. Term/Cancellation: of the Agreement.

1. The effective term of the Agreement is extended to February 29, 2020.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2019

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Sharon A. Rice, of the Offices of Sharon
Rice Hearing Examiner LLC

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 87177
HEARING EXAMINER

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WHEREAS, Chapters 2.51 of the Vancouver Municipal Code provide for the appointment by the Vancouver City Council of Hearing Examiners to consider certain land use applications and City Code enforcement appeals and other matters as assigned; and

WHEREAS, the Examiner has been determined by the Council to be qualified to act as, and is hereby appointed by the Council to be, Hearings Examiner:

NOW, THEREFORE, BE IT RESOLVED, that the parties do agree:

1. Services. The Examiner agrees to receive and examine available information, conduct public hearings, prepare written findings, recommendations, decisions and orders that are clear and consistent with the requirements of the City Code and standard of industry practice. The Examiner represents that she is qualified and possesses the necessary expertise, knowledge, training, and skills and has the necessary licenses and/or certification to perform the services set forth in this Contract.
 - a) The Examiner agrees to consult with the City Council and City Planning Commission and its staff on matters relating to clarification or development of City policy which may affect the issues the Examiner is required to resolve.
 - b) The Examiner agrees to comply with all requirements, including time limits of City Code and statutory provisions that are applicable to the cases under her jurisdiction.
 - c) The Examiner understands that the City has appointed another person to act as its secondary Hearing Examiner whose services will only be requested where the primary Hearing Examiner is disqualified or otherwise unavailable. (Sharon A. Rice is the primary examiner; Joe Turner will be the Examiner Pro-Tem or secondary.)
 - d) The Examiner agrees to cover all hearing dates set by mutual agreement between City staff and the Examiner.
 - e) The City will provide facilities for the conduct of hearings, including hearing room and recording equipment. The City will also provide staff support at the hearing, and provide the Examiner with a comprehensive Staff Report, and will carry out all public notice requirements of City Code, and general administrative support. The Examiner will provide her own clerical services for typing decisions and any personal correspondence.

2. Conflict of Interest. The Examiner agrees to disqualify herself as to any application in which the Examiner has had substantial pre-hearing contact with proponents, or the Examiner has a personal financial interest or other appearance of conflict under Chapter 42.36 RCW.

3. Procedures and Exhibits.

a) The Examiner agrees to abide by the set of rules and procedures for the conduct of hearings promulgated by the Hearing Examiner and approved by City Council.

b) During the course of the conduct of hearings, the Examiner agrees to be responsible for receiving and marking any new exhibits offered into the record. Exhibits offered at hearing will be marked with exhibit number and case file number. The City shall keep the original documents and provide Examiner with a copy thereof after the hearing date, by US Mail or by scanned documents sent by email. The Examiner will only ever possess secondary, working copies, not original exhibits. The City shall maintain the official record of each matter heard by the Examiner.

4. Recesses and Continuances. The Examiner agrees to set all recessed or continued hearings to a time certain whenever possible. All such rescheduling will be coordinated with the City to ensure that adequate facilities will be available.

5. Payment. The City will pay the Examiner at the rate of One Hundred Sixty Dollars (\$165.00) per hour for all services rendered pursuant to this agreement, including advance file and ordinance review, the conduct of hearings, and preparation of written decisions, recommendations and orders. Any additional time the Examiner spends that is not attributable to assigned cases will not be charged to the City unless approved in advance of billing. The City will reimburse the Examiner for expenses directly and necessarily incurred for hearings assigned, including mileage at the current IRS rate per mile, photocopies at a rate of Ten Cents (\$0.10) per page, parking if fees are incurred, and necessary postage with receipts. Travel time to and from Vancouver will not be paid by the City in the terms of this agreement.

6. Term/Cancellation. This Agreement shall become effective upon receipt of the City's Notice to Proceed and shall have a 12 month term. This Agreement may be canceled by either party upon Forty (40) days written notice to the other party.

7. Amendments: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Examiner and shall be incorporated in written amendments to this Agreement.

If the Examiner is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Examiner's control, the time for performance may be extended by such time as shall be mutually agreed upon by Examiner and City and shall be incorporated in a written amendment to this Agreement.

8. Entire Agreement: The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for termination.

9. Relation of Parties: The Examiner, its subconsultants, agents and employees, if any, are independent contractors performing professional services for City and are not employees of City. The Examiner, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Examiner, subconsultants, agents and employees shall not have the authority to bind the City any way except as may be specifically provided herein.

10. Ownership of Records and Documents: All materials, writings and products produced by Examiner in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Examiner hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Examiner.

11. Evaluation and Compliance with the Law: The Examiner shall have the authority to control and direct the performance and details of the work described herein. The Examiner agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

12. City Business and Occupation License: Prior to performing work under this Agreement, Examiner shall secure a City of Vancouver Business and Occupation License under V.M.C. 5.04.090 for all work performed in the City.

13. Defend, Indemnify And Hold Harmless:

a) The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

b) The City shall defend, indemnify and hold harmless the Contractor and the Contractor's employees or agents from any and all injury or damage to the Contractor or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the City, its officers, employees, principals and agents in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the Contractor or the Contractor's employees or agents.

c) In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraphs of this section shall be valid and enforceable only to the extent of each party's negligence or the negligence of its agents and employees.

d) The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington

State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

14. Insurance: The Examiner agrees to the following requirements relating to insurance coverage:

Professional Liability Insurance: The Examiner shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Examiner, subcontractor or anyone directly or indirectly employed by either the Examiner or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) aggregate with a split limit of Two Hundred Fifty Thousand Dollars (\$250,000) per claim.

Examiner shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

15. Notices: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:
Kevin C. Yin
City of Vancouver
415 W. 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:
Sharon A. Rice, Hearing Examiner
20126 Ballinger Way, No. 167
Shoreline, WA 98155

16. Governing Law/Venue: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Examiner shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

Both Parties recognize that time is of the essence in performance of the provisions of this contract.

It is also agreed by the parties that the forgiveness of the noncompliance of any provision of this contract does not constitute a waiver of the provisions of this contract.

ENTERED into this 14th day of MARCH, 2017.

CITY OF VANCOUVER,
A municipal corporation



Eric Holmes, City Manager

OFFICES OF SHARON RICE
HEARING EXAMINER LLC



Sharon A. Rice, Hearing Examiner

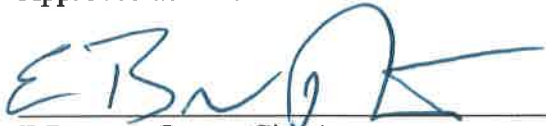
Attest:



Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E Bronson Potter, City Attorney

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This amendment modifies the following portions of Section 6. Term/Cancellation of the Agreement.

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DATED this _____ day of _____, 2019

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Joe Turner, P.C., Municipal Hearings Official

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

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WHEREAS, the Examiner Pro Tem as been determined by the Council to be qualified to act as, and is hereby appointed by the Council to be, Hearings Examiner Pro Tem:

NOW, THEREFORE, BE IT RESOLVED, that the parties do agree:

1. Services. Joe Turner, P.C., Municipal Hearings Official is the appointed Hearing Examiner Pro Tem to provide the services under this Agreement. The Examiner Pro Tem represents that he is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract. The Examiner Pro Tem further agrees to receive and examine the information provided by the parties, conduct public hearings, prepare written findings, recommendations, decisions, and orders that that are clear and consistent with the requirements of the City Code and standard of industry practice.

a) The Examiner Pro Tem agrees to consult with the City Council and City Planning Commission and its staff on matters relating to clarification or development of City policy which may affect the issues the Examiner Pro Tem is required to resolve.

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Postage and Delivery	Actual
Long Distance Telephone	Actual
Fax	\$0.50/page
Photocopy	\$0.10/page

Travel time is not compensable under this agreement.

The Examiner Pro Tem will submit billings no later than thirty (30) days following rendition of services pursuant to this agreement, itemized by case and time spent, with totals for land use items separate from enforcement and other items.

6. Term/Cancellation. This Agreement shall become effective upon receipt of the City's Notice to Proceed and shall have a twelve month term. This Agreement may be canceled by either party with Forty (40) days written notice to the other party.

7. Amendments: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Examiner Pro Tem and shall be incorporated in written amendments to this Agreement.

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8. Entire Agreement: The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for termination.

9. Relation of Parties: The Examiner Pro Tem, its subconsultants, agents and employees, if any, are independent contractors performing professional services for City and are not employees of City. The Examiner Pro Tem, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Examiner Pro Tem, subconsultants, agents and employees shall not have the authority to bind the City any way except as may be specifically provided herein.

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13. Indemnification and Hold Harmless: Examiner Pro Tem agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Examiner Pro Tem or subcontractor or agent even if Examiner Pro Tem is thus otherwise immune from liability pursuant to the

workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Examiner Pro Tem specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Examiner Pro Tem is an independent contractor and responsible for the safety of employees.

14. Insurance: The Examiner Pro Tem agrees to the following requirements relating to insurance coverage:

Professional Liability Insurance: The Examiner Pro Tem shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Examiner Pro Tem, subcontractor or anyone directly or indirectly employed by either the Examiner Pro Tem or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) aggregate with a split limit of Two Hundred Fifty Thousand Dollars (\$250,000) per claim.

Examiner Pro Tem shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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City:
Kevin Yin
City of Vancouver
415 W 6th St
P O Box 1995
Vancouver WA 98668-1995

Contractor:
Joe Turner
Joe Turner, P.C., Municipal Hearings Official
30439 SE Jackson Rd, Ste 200
Portland, OR 97080

16. Governing Law/Venue: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

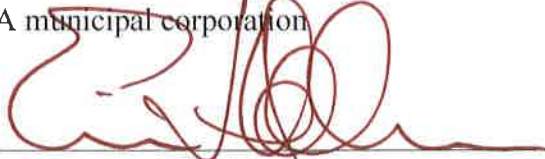
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ENTERED into this 14th day of MARCH, 2017.

CITY OF VANCOUVER,

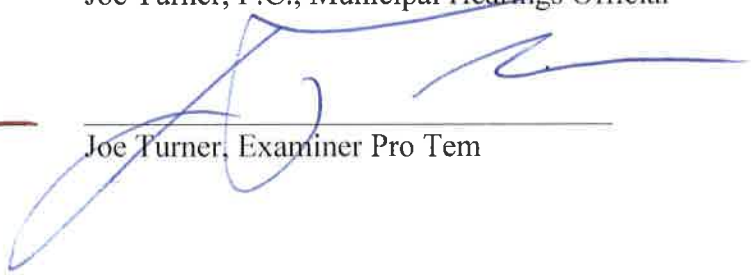
A municipal corporation



Eric Holmes, City Manager

JOE TURNER, ATTORNEY AT LAW

Joe Turner, P.C., Municipal Hearings Official



Joe Turner, Examiner Pro Tem

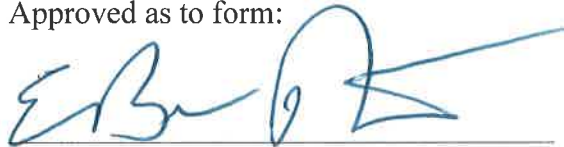
Attest:



Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E Bronson Potter, City Attorney

RECEIVED

MAR 06 2017

PROC



Staff Report 026-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/11/2019

SUBJECT Accept and execute a Conservation Futures Interlocal Agreement and Deed of Right for Fenton Community Park, for grant acquisition reimbursement funds

Key Points

- Clark County Council is scheduled to review a City of Vancouver grant application for Conservation Futures (CF) funding of the Fenton Community Park acquisition on February 19, 2019.
- The Conservation Futures grant application requests \$250,000 toward the acquisition of the Fenton Community Park site in 2019, and the opportunity to apply for additional funds for this project in the future if resources are available.
- If the grant project is approved by Clark County Council, execution of the grant agreement allows city staff to initiate the reimbursement process.

Strategic Plan Alignment

Acquisition of quality and strategically located park sites is a vital first step to realize a quality and complete park and trail system as identified in the City's Strategic Plan Goal #4. The Fenton property, once developed as a community park will support walkable neighborhoods as noted in Goal #6.

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services - "20-minute neighborhoods"

Present Situation

The Clark County Conservation Futures (CF) Program levy was adopted by the Board of County Commissioners in 1985 as authorized by RCW 84.34.200. The primary purpose of the program is to create an interconnected greenway system throughout the County to protect lands valued for habitat, scenic corridors, recreation and other qualities that enhance the environmental integrity and

livability of our community. The program has provided more than \$3 million in support of parks and open space within the City of Vancouver alone, including portions of the Burnt Bridge Creek Greenway, East Biddle Lake, Vancouver Lake Lowlands, Mimsi Marsh, Columbia Grove, and Fisher's Landing. These resources allowed the City to leverage local funds to stimulate additional support of park and open space acquisition, development, and resource restoration city wide.

Built into the most recent CF bond completed in 2018 is an annual allocation of \$250,000 for new projects. The rest of the \$7 million in bond revenues were committed to projects approved by County Council in 2017. The city grant application requests the 2019 allocation be awarded to support the Fenton acquisition, and in the event any previously committed projects are not realized, the City asks for the opportunity to apply for additional funding for this project if resources are available.

On January 11, 2019, the Clark County Parks Advisory Board made a determination that the Fenton project is consistent with the goals of the CF Program and forwarded a unanimous recommendation to the Clark County Council for approval of the grant request.

Per the CF grant process, an Interlocal Agreement (ILA) must be executed to accept grant funding. The ILA specifies that the land be retained and managed in a manner consistent with the original intent of the grant program by committing the site to public outdoor recreational and open space purposes in perpetuity by recording a Deed of Right (DOR). The attached Agreement is consistent with standard requirements, and execution will enable Parks staff to initiate the reimbursement process.

Advantage(s)

1. Complies with standard document procedures, grant reimbursement, and site management requirements of the Conservation Futures Program.
2. Contributes \$250,000 toward repayment of the City of Vancouver General Fund loan.
3. Grant funding leverages local resources for local park projects.

Disadvantage(s)

None identified

Budget Impact

Acceptance and execution of the ILA and DOR will allow staff to complete the reimbursement process for release of \$250,000 in grant funds to accelerate loan repayment.

Prior Council Review

On February 26, 2018, City Council authorized Park staff to submit grant project applications to Clark County Conservation Futures for the acquisition of community park land in Park Impact Fee District 5/C. This area represents the highest park land deficit in the district as identified in the Parks Capital Facilities Plan adopted by Council in 2014.

On December 3, 2018, Council accepted a purchase and sale agreement for the acquisition of the 44.78 acre Fenton property for a future community park. The project is supported by park impact fees and a ten-year interfund loan from General Fund not to exceed \$2,100,000.

Action Requested

Accept and authorize the City Manager, or his designee, to execute the Conservation Futures ILA and Deed or Right for acquisition of Fenton Community Park.

Monica Tubberville, Senior Planner, 487-8353

ATTACHMENTS:

- ▣ Interlocal Agreement and Deed of Right

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER
CONCERNING THE FENTON ACQUISITION**

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Fund, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Vancouver, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This interlocal agreement by and between Clark County, Washington, and the City of Vancouver is authorized by Chapter 39.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The City's application to County is part of this agreement. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire approximately 44.78 acres of land to protect, scenic, recreation and environmental values adjacent to a fish-bearing tributary of Lacamas Creek.
- B. Acquisition facilitates establishment of a community park in the northwest portion of the City.

IV FUNDING OF PROJECT

City has negotiated a purchase and sale agreement to acquire the property. The appraised value of the property is \$5,725,000, with a negotiated purchase price of \$5,165,895. City requests that County pay \$250,000, toward the project cost. City further requests the opportunity to apply for additional funding for this project in the future if additional resources become available.

County agrees to pay \$250,000 of the project cost, and further agrees that the City may apply for additional conservation futures funding as resources are available.

The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$250,000. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.

VIII CONTINGENCIES

The duty of County to pay out funds under this agreement depends on:

- A. City submitting official documentation to County delineating expenditures made on the acquisition for which reimbursement from County is requested.
- B. City submitting copies of due diligence documents to County including: Title insurance policy, property boundary survey, level one environmental assessment, archaeological study, and wetlands study.
- C. Strict compliance by City with the terms of this agreement, and;
- D. Available revenue in County's Conservation Futures Fund.

IX ACQUISITION PERIOD

City shall have one year from notification of funding approval by the Clark County Councilor to complete the project. The term of this project shall run from February 12, 2019 to February 11, 2020

The Clark County Councilor may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the County Council, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Council's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Council imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of Vancouver and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement or the Deed of Right, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the City and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that the County Council is the only legislative authority empowered to impose the Conservation Futures levy and that the County Council, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.

- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix A. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to, picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of, or alter the character of, the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Manager.
- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, sexual orientation, disability, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures. The legal description for the Deed of Right shall exclude right of way needed for future road frontage improvements.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Clark County Council consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater market value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

City shall prepare a final report upon completion of this project, or its early termination, and submit said report to the Conservation Futures Program Manager. The report shall include a final accounting of all expenditures and a description of the work

accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter of routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this agreement.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Clark County Council.

XIX HOLD HARMLESS

City agrees to defend and hold harmless Clark County, Washington, the Clark County Council and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property except for any suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property arising out of the sole negligence of the County.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to City of Vancouver
TO: Director
City of Vancouver
Parks & Recreation Department
415 W 6th Street, PO Box 1995, Vancouver, WA 986

XXI DOCUMENT EXECUTION AND FILING

The City and County agree that there shall be four (4) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040): Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

XXII WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XXIII AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the authorized agents of both parties.

XXIV RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XXV SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XXVI ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

The City of Vancouver and Clark County agree to the terms and conditions of this Inter-Local Agreement and its exhibits as listed above by signing below:

ADOPTED this ____ day of _____, 2019.

ATTEST:

Rebecca Messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor

COUNTY COUNCIL
FOR CLARK COUNTY, WASHINGTON

By: _____
Eileen Quiring, Chair

By: _____
Temple Lentz, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Gary Medvigy, Councilor

CITY OF VANCOUVER,
a municipal corporation

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

APPROVED AS TO FORM:

E. Bronson Potter, City Attorney

**APPENDIX A TO INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER
CONSERVATION FUTURES APPLICATION – FENTON PROPERTY**



Conservation Futures Project Application / Summary FUNDING CYCLE [2019]

SUBMITTAL DATE: December 20, 2018

PROJECT NAME: Fenton Property Acquisition

SPONSOR INFORMATION

Organization Name: City of Vancouver Parks and Recreation

Agency Address: PO Box 1995, Vancouver, WA 98668

Agency Jurisdiction: City of Vancouver

Contact Name: Monica Tubberville

Contact Phone: 360-487-8353

Contact E-Mail Address: monica.tubberville@cityofvancouver.us

PROJECT LOCATION

Property Address: 16800 NE Fourth Plain, Vancouver, WA

Tax Identification Number(s): 159095000, 159163000

Major Street / Intersection Nearest Property Access Point: East of 162nd Avenue, North side of Fourth Plain Blvd., east of 166th Avenue.

Property Description (type of land use): Approximately 44.78 acres consisting of 22.5 acres of flat grass lands historically used for grazing and hay production, and 22.28 acres of wooded wetland including Oregon White Oaks.

Section: 12 NE Quarter Township: 2 N Range: 2 E

EXISTING CONDITIONS

Number of Parcels: 2 parcels

Addition: NA

Total Project Acres: 44.78 acres

Zoning Classification(s): Light Industrial (IL)

Existing Structures/Facilities (No. / Type): Single Family Residence with multiple out buildings.

Current use: Agriculture



- ☒ Watershed Name: Upper Lacamas
- ☒ Waterfront Access and type: Adjoining Lacamas Creek Tributary
- ☒ Body of Water: None directly on site
- ☒ Shoreline (lineal ft.): 0
- ☒ Historical / Cultural Features: Preliminary results of the archaeological and cultural assessments did not reveal significant findings.
- ☒ Owner Tidelands/Shore lands: NA
- ☒ Active Agriculture; ☒ Currently leased for agriculture
- ☒ Threatened / Endangered species present: Potential Oregon White Oaks
- ☐ Utilities on property (list all known): Sewer. Electrical, Communication Lines
- ☒ Potable water available on site: ☒ Well; ☒ Water Service; ☒ Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

The site consists of approximately 44 acres, half of which is predominantly open grasslands and the eastern half a wooded wetland paralleling a bordering tributary of Lacamas Creek. There is a subtle, but visible bench delineating the upland area historically used for hay and grazing.

PROPOSED DEVELOPMENT IMPROVEMENTS: In the short term, the city proposes to remove the structures and evaluate the best alternative for interim use until funding is available for development as a community park. In the long term, following repaying the acquisition loan and our sites will be on development as a community park, including a strong component of environment interpretation and viewing platforms/boardwalks in the wetland area where appropriate.

PROPOSED USES ON SITE: Agricultural lease and community park development.

PROJECT PARTNERS:

- ☒ For purchase, list names: City of Vancouver
- ☒ For use of site, list names: City of Vancouver, and a potential partnership with ESD (adjoining school campus) and Clark County Parks.

TYPE OF INTEREST:

Warranty Deed: SWD Easement: NA

Other (please describe): Water Rights (well)

Project requires relocation of residents: ☐ Yes ☒ No

PROJECT COST:

Estimated Total Cost: \$5,341,724



Estimate Based on:

The appraised value of the total area was \$5,725,000. The seller donated the 22.28 acre wetland area, appraised at \$334,000. In addition, they reduced the purchase price by \$225,105 to reflect the estimated penalty from the Current Use Program that was waived as a result of selling to the City of Vancouver for park and open space purposes.

The remaining costs are based upon the negotiated purchase price and closing costs; contract due diligence proposals for wetlands, cultural/archaeological, appraisal/appraisal review, ESA, and survey; and estimates for Level 1 clean-up costs (demolition, septic and well decommissioning).

Will other agencies/groups contribute to project? ☐ Yes ☐ No ☐ Unknown

Name of Contributor: Due to competing private interests for site rezoning and development for single family residential, immediate site acquisition was time sensitive in order to secure one of the last remaining sites in this area that is suitable for a future park. This park district is the most underserved area of the city with over a 200 acre deficit.

The site will be purchased with existing City of Vancouver park impact fees available from Park Impact Fee District C/5 supplemented by a ten-year loan from the City of Vancouver General Fund. Closing is scheduled to occur between January 15, 2019 and February 15, 2019.

We hope to expedite repayment of the loan through grants and pursue additional partnerships for future community park development, wetland area enhancements and interpretation. Grants will be pursued through multiple grant programs administered by RCO and other organizations as they arise. A Waiver of Retroactivity was approved by RCO to enable the city to pursue an acquisition reimbursement grant within the next two grant cycles. Washington Fish and Wildlife has shown some preliminary interest because of the Oregon White Oaks and this partnership will be pursued further.

Amount of Contribution: \$3,495,724 will be paid through PIF. The remaining balance of \$1,846,273 will be funded through a ten year loan from City of Vancouver General Fund.

Total Estimated Request from Conservation Futures: \$1,000,000, or the maximum available from uncommitted funds.

☒ Attach separate sheet with all anticipated:

- ☐ Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
- ☐ Expenses for project, including permits, fees, staff time,

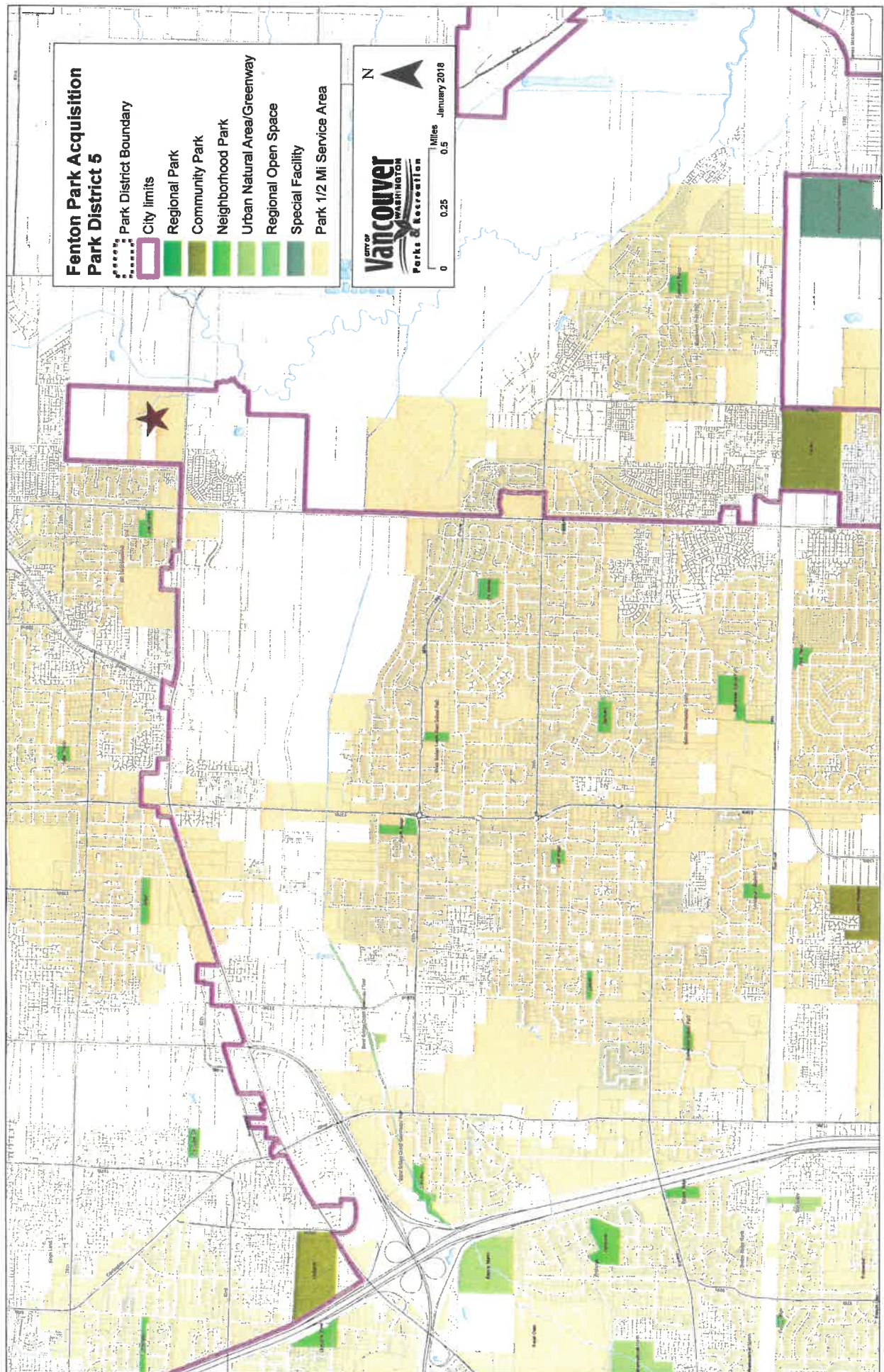


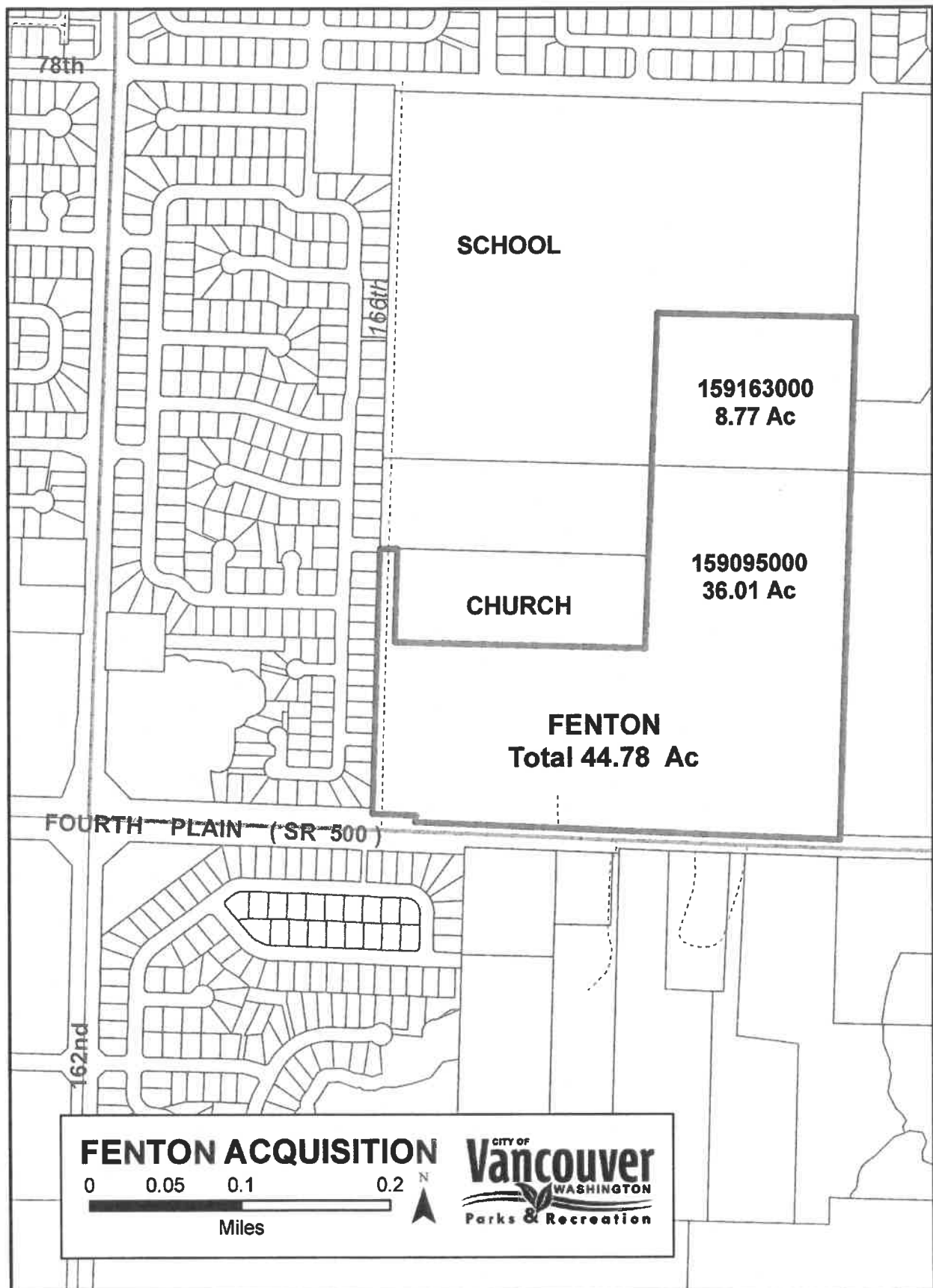
PROJECT MAINTENANCE PLAN (brief summary of maintenance approach):

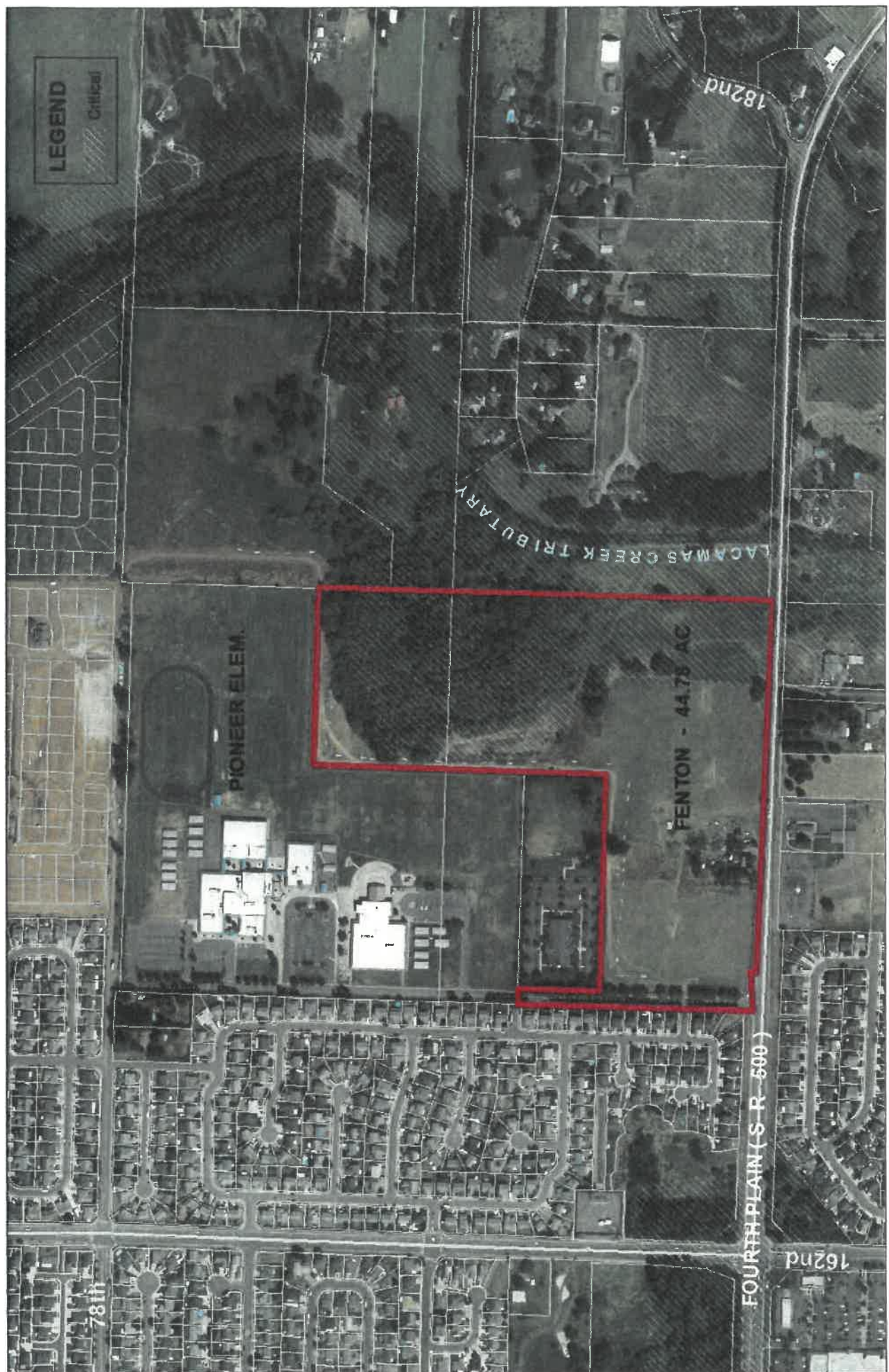
The city anticipates continuation of the agricultural lease for the grassland area as an interim use, with occasional special events scheduled following harvesting (if compatible), e.g., movies in the park, etc. Grants and partnerships will be pursued for acquisition support as well as enhancements, interpretation, and restoration of the wetland area and ultimately community park development.

The site adjoins an elementary/middle school campus and ESD is interested in use and management partnerships to maximize opportunities for environmental education and joint use. Details of the agreement will be explored prior to site is development.









**APPENDIX B TO INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER
DEED OF RIGHT – FENTON PROPERTY**

When Recorded Return To:

City of Vancouver

PO Box 1995

Vancouver, WA 98668-1995

Attention: _____

**City of Vancouver Deed of Right For Public Use of Land
Acquired Under the Clark County
Conservation Futures Program**

The City of Vancouver, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described as <<abbreviated legal description>> further described below forever for those purposes described in the Interlocal Agreement signed by the City of Vancouver on the _____ day of _____, _____ and by Clark County on the _____ day of _____, _____, and which is entitled _____.

The City of Vancouver will not make or permit to be made any use of the real property described in is deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Clark County Councilor consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of Vancouver can assure it will acquire substitute properties which are of equal or greater market value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned Interlocal Agreement.

Dated this _____ day of _____, 2019.

CITY OF VANCOUVER,
a municipal corporation

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

CORPORATE NOTARY

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this ____ day of _____, 201_ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, known to me as _____, which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

Place notary seal centered on page below



Staff Report 027-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/11/2019
2/25/2019

SUBJECT Garbage, Yard Debris/Organics and Recycling Collection Rate Modifications and Other Solid Waste Code Updates to be effective April 1, 2019

Key Points

- Recent changes in global recycling markets have significantly impacted the costs for processing residential recyclables collected from throughout Clark County. As a result, Clark County will be approving a new processing fee of \$68.91 per ton, anticipated to be effective March 1, 2019, to be paid by Waste Connections when delivering commingled recyclables to the West Van Materials Recovery Facility.
- Vancouver, and other cities that set collection rates and are part of the regional solid waste system, will pass along this impact as a "recyclables processing surcharge" that will be added to single-family and multi-family customer bills.
- As presented at a February 4th Council workshop, the City's collection contract with Waste Connections expires January 31, 2020. City Council directed staff to negotiate terms for a new contract with Waste Connections of Washington that will provide for organics collection (food scraps to be included in subscription yard debris service), which was a condition of a contract extension.
- Council will consider the new contract for adoption during the February 25 Council meeting. Part of the new contract requires rate adjustments.
- The proposed rate ordinance provides a number of rate modifications associated with implementation of the new contract though, generally, customer rates for most services will not change for the remainder of this year.
- Other language modifications are needed to update details of the City's Garbage Disposal ordinance (VMC 6.12) in concert with the new contract and other minor housekeeping changes.
- Amend VMC 5.94.020, VMC 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213 to modify language and solid waste rates effective April 1, 2019.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

City Council is the rate-making authority for garbage, residential recycling, and yard debris/organics collection services within the City of Vancouver. The City contracts with a private hauling company, Waste Connections of Washington, to provide comprehensive garbage, recycling and yard debris collection services to residents and businesses within city limits. The existing contract, last updated on June 1, 2009, is scheduled to expire on January 31, 2020. In response to City Council direction, City staff has negotiated with Waste Connections and prepared a draft contract for City Council consideration. The contract is presented as a separate item on the February 25 agenda and a draft of the new contract is attached to the February 11 staff report. If the new contract is approved, then the full set of rate adjustments included in the subject ordinance are needed to implement the new contract on April 1, 2019. If the contract is sent back for revision or a decision is made to issue an RFP, then the ordinance would need to be modified, in which case, staff will come back to a future meeting with appropriate changes focused primarily on the new curbside and multifamily “recyclables processing surcharges”.

Recyclables Processing Surcharge/Reduced Revenue from Sale of Recyclables

The rate change of most consequence to single-family curbside and multi-family recycling customers is a new “recyclables processing surcharge” of \$1.77 per month for single-family households and \$0.78 per month per unit for multi-family complexes. This surcharge is independent of the new Waste Connections contract; however, there is also a \$0.19 per month added cost for single-family curbside recycling that is linked to the new contract and is explained further in the following section below. Clark County is expected to approve a \$68.91 per ton processing fee on residential recycling tons delivered to the West Van Material Recovery Center effective March 1, 2019. The calculated pass-through surcharge will not apply to City customer bills until April 1; consequently the monthly charge for the remainder of the year will be slightly higher than if the effective date was also on April 1. City staff worked closely with Clark County Public Health, Columbia Resource Company and Waste Connections to review and analyze the rationale and calculations for these surcharges and believes the amount of the fees are reasonable and appropriate to address the need for slower processing speeds and increased staffing at the processing facility as a means of responding to the changes in global recycling markets over the last year and a half. As reported in August when staff previewed this topic, recycling continues to be marketed, mostly domestically; however, revenue is much lower than in the past and this is recognized through changes to the new contract, discussed below, and also is a factor in establishing the new surcharge. Note that the surcharge varies between single-family and multi-family service due to variation in the typical volumes set out on an annual basis (554 pounds per year for single-family and 245 pounds per year for multi-family units).

Currently single-family customers’ bills for garbage service include \$3.01 per month for required recycling service. With the change in the contract and as a result of reduced revenue received by the City from the sale of processed materials, the City has reduced its per ton payments to Waste Connections from \$39.50 per ton to \$10.00 per ton of recyclables collected. This increases by \$0.69 per month the portion of collection costs that single-family residents pay; however, Waste Connections has agreed to partially offset the increase by \$0.50 per household per month. So the net increase to the basic single-family fee is \$0.19 per month effective April 1 bringing the cost to

\$3.20 per month which is included in the monthly garbage fee tied to the level of service. The recyclables processing fee surcharge discussed above (\$1.77/month) is added to this amount and will be identified separately on the bill – the total single-family recycling charge with the surcharge is \$4.97 per month. For multi-family complexes the recycling fee is currently at \$1.29 per month and does not change because Waste Connections is offsetting the increase by \$0.20; however, the \$0.78 surcharge will bring the total cost to \$2.07 per month for multi-family units.

Organics Rates

A key new service in the contract is for expansion of the existing subscription-based every-other-week yard debris program (offered at the curb for residential customers) to include food scraps. This will be implemented six months after the new contract starts (October 1) allowing six months for planning, and development of outreach information. The fee for Organics collection (combined food scraps and yard debris) will be the same \$7.43 per month as the current yard debris only program (96-gallon volume). Rates will also be offered for reduced volumes of residential organics: \$6.43 per month for 64-gallons, \$5.43 for 32-gallons, and \$4.43 for 20-gallons. Once full Organics collection is offered the current “on-call” yard debris option/rate will no longer be offered. Commercial and multi-family Organics collection service at the curb will also be offered, beginning October 1, with the every-other-week option rate set at \$8.26 per month and a weekly option rate set at \$16.52 per month. Additional fees established for container garbage service will apply for those commercial or multi-family customers opting not to set carts at the curb. New drop box hauling rates, \$105.86 for non-compacted and \$117.62 for compacted, are also established for commercial customers selecting that service option, other existing drop box fees would apply when used.

Optional Commercial Recycling Pilot Program

The City has worked with Waste Connections over the last ten years to implement and expand a popular optional pilot commercial recycling program and has fully subsidized recycling service with carts, or up to a 3 cubic yard container, at a cost of \$26.00 per month per business serviced. With the new contract, the City's pilot program is being modified and the City subsidy will reduce to \$15.00 per month so that the participating businesses, if they choose to continue the service, will be asked to pay the balance, around \$11.00 per month; however, that fee may go up or down throughout the year in response to market fluctuations and material processing costs.

Services to Customers in Space Constrained areas – Space Saver and Seven Day Service Rates

Areas in Vancouver that include the historic downtown and newer mixed use zones aim to maximize space and create areas that are pleasant for both living, working and recreating. These designs may result in enclosures or garbage rooms in densely developed areas that lack sufficient space to store and service larger volume garbage containers. With less room, customers may require more frequent collection of a smaller-sized container(s). This design results in higher costs under the regular container rate schedule. New rates are established with the new contract to provide “space saver” rates for those locations where solid waste storage is identified as a significant challenge; thereby reducing the disincentive that some generators have reported under the existing linear rate structure. The rates are intended to encourage frequent removal of garbage and discourage storage of large containers in areas where aesthetics are important due to the mixed use design. The space saver rates offer an average of 14 percent savings over the regular

container rates but still require the businesses to pay a 10 percent premium (embedded in the rates being adopted) over what they would pay with a larger container and less frequent pickups, were the site conducive to using a larger container. Effective January 1, 2020, commercial container rates will increase by 0.5 percent to offset the cost of efficiently servicing the space constrained locations. It is anticipated that the space saver rates will apply to 10 percent of the customers. New rates for sites requiring seven days per week service are also created through the ordinance. Under the new contract, Waste Connections agrees to collect on Sundays where this is required to best meet customer needs.

Summary

Other changes within the code either refine definitions or provide needed clarifications to be consistent with terms of the proposed new Contract for Waste Connections of Washington. There are also a few other minor housekeeping changes unrelated to the contract. These are shown as edits to the existing code within the ordinance.

Staff recommends modifying customer rates as detailed in the ordinance. Unless noted within the sections (as for organics services) all adjustments will be effective April 1, 2019.

Advantage(s)

1. Adopting the recyclables processing surcharge assures that the City's contracted collector of residential recyclables is able to pay the new fees established at West Van on the effective date through Clark County action.
2. New or otherwise modified rates and fees or other code language support changes needed as a result of the new ten-year collection contract with Waste Connections of Washington.

Disadvantage(s)

Residential customers will pay higher recycling rates. For the typical single-family household with 32-gallon per week garbage and every-other-week recycling collection service, the combined monthly rate will increase by 8.8 percent, from \$22.23 to \$24.19, or \$1.96 per month. For those with optional yard debris service (\$7.43/month), the rate for combined services will increase by 6.6 percent, from \$29.66 to \$31.62, also \$1.96 per month.

Budget Impact

Modifying the rates along with approving the new Waste Connections contract will have savings to the Solid Waste budget of approximately \$740,000 per year allowing the Solid Waste Utility fund to be financially stable and sustainable moving forward. The City's Solid Waste fund is currently subsidizing a shortfall of approximately \$440,000 per year in contractor payments due to reduced recyclable materials revenues being received. Continuing that level of subsidy is not sustainable.

Prior Council Review

Changes related to the recyclables processing surcharge and the new collection contract were last discussed with Council on February 4, 2019.

Action Requested

On Monday, February 11, 2019, approve ordinance on first reading, setting date of second reading and public hearing for Monday, February 25, 2019.

Tanya Gray, Solid Waste Supervisor, 487-7163

ATTACHMENTS:

- ▣ Ordinance
- ▣ Summary of Proposed Solid Waste Rates
- ▣ Draft (New) Comprehensive Garbage, Recyclables, and Organics Collection Service Contract with Waste Connections of Washington

02/11/19
02/25/19

ORDINANCE NO. M-_____

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and Titles 5.94 and 6.12 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 5.94.020, 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213; providing for severability; and establishing an effective date.

WHEREAS, solid waste collection, residential recycling, and yard debris rates were last changed by adoption of Ordinance M-4240 (October 1, 2018), and current rates became effective January 1, 2019, and

WHEREAS, the Clark County Council and County Manager, through amendment to the waste recycling, transfer and disposal contract with Columbia Resource Company managed by the County's Public Health Department, has approved a recyclables processing fee of \$68.91 per ton to be effective March 1, 2019, and

WHEREAS, the City's comprehensive waste collection contract provides that the City may adjust customer rates to accommodate changes in recyclables processing fees, and

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WHEREAS, the City has chosen to adjust rates by calculating and applying a surcharge to the recyclables collection service, and implement those surcharges beginning April 1, 2019 to coincide with other proposed solid waste collection rate changes, and

WHEREAS, the recyclables processing fee and the dependent surcharges have been reviewed and found to be reasonable on the basis of changes in global markets for secondary materials and increased costs for operating the West Van Material Recovery Facility to assure that the community's diverted materials find dependable homes, and

WHEREAS, the Comprehensive Garbage, Multifamily and Single Family Recyclables, and Yard Debris Collection Contract with Waste Connections of Washington, Inc., dated June 1, 2009, allowed for an extension of the contract if a curbside Food Waste/Organics collection program is implemented, and

WHEREAS, on February 25, 2019, City Council approved of an amended contract with Waste Connections of Washington, Inc., retitled Comprehensive Garbage, Recyclables, and Organics Collection Contract ("the Contract"), which provides for residential organics collection starting in October 2019, and

WHEREAS, the Contract provides for desired service modifications which requires the establishment of new rates and charges to be incorporated into VMC 5.94 (SOLID WASTE UTILITY TAX) and VMC 6.12 (GARBAGE DISPOSAL) and general housekeeping changes.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 5.94.020, adopted by Ordinance M- 3896, is amended as follows:

5.94.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Collector" or "collector of solid waste and/or recyclables" means a person, company or contractor with whom or which the city has entered into a contract by which such person or firm collects and removes solid waste and/or recyclables.

“Solid waste collection service” means receiving solid waste for transfer, processing, treatment, storage, or disposal, including, but not limited to all collection services under contract with the City.

“Solid waste” means garbage, trash, rubbish, or other material discarded as worthless or not economically viable for further use and related services. The term does not include hazardous or toxic waste nor does it include material collected primarily for recycling or salvage – including organics ~~yard waste~~ and related services.

“Person” or "company", herein used interchangeably, means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, copartnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

“Taxpayer” means that person upon whom the solid waste utility tax is imposed.

Section 2. VMC 6.12.010, adopted by Ordinance M-3193, is amended as follows:

6.12.010 Definitions.

In this chapter, unless another meaning is plainly required:

"Can" means a receptacle that is watertight, galvanized, sheet metal or plastic receptacle not exceeding thirty-two gallons in capacity, four cubic feet or twelve pounds when empty and sixty-five pounds when full, fitted with ~~at least one~~ two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. ~~Except in the case of sunken cans, such eCans~~ shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Any can exceeding the size or weight restrictions above ~~or designed to be permanently below ground (sunken can)~~ shall be subject to an additional charge as set forth in the schedule of charges section of this chapter. Alternate receptacles such as bags, boxes and bundles may be used in place of cans; provided, that a customer's primary receptacle shall always be a ~~minican~~, can or cart.

"Cart" means a wheeled receptacle with attached lid ~~plastic receptacle~~ on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the contractor in accordance with the ~~collector's~~ contracts specifications and which is less than one cubic yard in capacity. Carts shall be rodent and insect resistant ~~weights shall not exceed sixty-five pounds per thirty-two gallons of nominal capacity.~~

"Collector" or "collector of solid waste and/or recyclables" means a person, company or contractor with whom or which the city has entered into a contract by which such person or firm collects and removes solid waste and/or recyclables as provided in this chapter, and in such contract.

"Container" means a detachable container which is to be left at a customer's premises and to be emptied into the collector's truck and which is lifted by mechanical means. All such containers shall be metal or of another material found by collector to be equally good for such purpose, easily cleanable and insect proof and rodent proof and approved by the city. If the containers are to be used for wet waste of any kind they shall be watertight and have metal or plastic lids.

"Customer" means every person, firm, partnership, association, institution and corporation utilizing solid waste collection or recyclables collection services in the city of Vancouver. The

term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

"Drop box" means a container which is placed on a collector's truck by mechanical means, hauled to the disposal site and returned to customer's premises.

"Dwelling unit" means any building or portion thereof which contains living facilities, including provision for sleeping, eating, cooking and sanitation, and including not more than one kitchen for not more than one family.

"Food scraps" means all compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the City's selected composting facility. This does not include compostable service ware, soiled paper or other materials prohibited by the organics processor (or composting facility). Food Scraps includes compostable plastic or paper bags used to contain materials, as approved by the organics processor.

"Garbage" means 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 Receptacles for collection and disposal by the Collector. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Organics.

"Hazardous wastes" are those waste products which the city collector is unable to collect, transport or dispose of because of potential danger therefrom to personnel, equipment or landfill site or which rules of the health department, the Washington State Department of Ecology, the Oregon Department of Environmental Quality, or the Environmental Protection Agency, prohibit it from collecting, transporting or disposing of through the designated disposal system.

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"Health officer" means the city or county health officer, as defined in RCW 70.04.020, RCW 70.04.030 and RCW 70.06.020, or his or her authorized representatives.

~~"Minican" means a watertight, galvanized, sheet metal or plastic receptacle not exceeding twenty gallons in capacity, fitted with one sturdy handle, and a tight cover equipped with a handle. Minican weights shall not exceed forty pounds for each twenty gallons of nominal capacity.~~

"Multifamily residence" means a multiple-unit residence with five or more dwelling units on a consolidated solid waste collection bill.

"Organics" means any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food Scraps generated by any Residential or Commercial customers.

"Person" means every person, firm, partnership, association, institution and corporation. The term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

"Private drive" means a privately owned or maintained way serving fewer than four residences or serving less than one residence for every one hundred yards in length.

"Private road" means a privately owned and maintained way that allows for access by a service truck and which serves four or more residences.

"Public street" means any public way used by the public for travel, including alleys.

"Recyclable materials" means materials which have passed through their originally intended usage, have use or value as a commercial commodity, and are intentionally separated from solid waste by their original consumer for collection for the purpose of recycling, reuse, reprocessing

or remanufacture in accordance with the methods prescribed in this chapter and Chapter 5.62 VMC. Recyclable materials include but are not limited to paper, cardboard, metal, aluminum, glass, plastic, yard debris, used motor oil or other materials as may be designated now or hereafter by city administrative rule and/or the Clark County comprehensive solid waste management plan.

“Recyclables processing surcharge” means a monthly fee added to residential customer bills on an interim basis, and subject to annual increases or decreases, to assure that per ton charges assessed at the direction of Clark County at the Recycling facility for these materials is sufficient to offset increased operational costs for processing and market factors.

"Recycling" means transforming or remanufacturing materials into usable or marketable materials for use other than landfill disposal or incineration; except in the case of source-separated wood waste which has limited material use for use as fuel. Recycling includes composting of source-separated organics but not composting of mixed waste.

"Recycling facility" means a facility which separates, transforms or manufactures solid waste recyclable materials received from the public or other third-party generators, into usable or marketable material for reuse or resale rather than disposal by landfilling or incineration.

"Residence" or "residential" means any house, dwelling, multiunit residence, apartment house, trailer court or any building put to residential use.

"Residual waste" means a byproduct of the transformation or remanufacture of a recyclable material into a usable or marketable material.

"Single family residence" means all one-unit houses, as well as duplexes, triplexes, fourplexes or mobile homes with individual collection and billing located on a public street, private drive or private road. Single family residences located in an area that the city determines does not allow

safe access, turnaround, or clearance for collection vehicles or on a private drive will be deemed to be single family residences if materials are set out adjacent to a public street or private road.

"Solid waste" means and includes all forms of putrescible and nonputrescible wastes including but not limited to garbage, rubbish, refuse, household animal waste, dead animals under two hundred pounds, nonrigid containers (bags), rigid pesticide containers that have been properly decontaminated by jet or multiple rinsing, residential ashes, industrial wastes, swill, demolition waste, special waste and construction wastes, other materials and substances that are currently or may in the future be included in the definition of "solid waste" in ORS 459.005 or RCW 70.95.030 and which are accumulated in any public or private residence or commercial, business or industrial establishment; provided, for the purposes of Chapters 6.12 and 5.62 VMC, "solid waste" shall not include industrial byproducts, nor sewage, and shall not include hazardous wastes, or recyclable material which is source separated and set out for recycling purposes as such terms are defined in this chapter.

"Source separate" means the separation of recyclable or organic materials from solid waste, for the purpose of recycling or composting, at the place where the recyclable or compostable material and solid waste originates.

"Space-constrained locations" means commercial or multifamily sites located in the city core area or locations zoned Urban High Density and Commercial and Mixed Use, where the area of the enclosure, solid waste room or other spaces for storing garbage, recycling and organics collection containers or carts between collection days does not allow for once per week collection service. The Director of Public Works in consultation with the Collector shall make the final determination on whether particular commercial or multifamily customers qualify for reduced fees from the Regular Container rates of VMC 6.12.210 applied to the frequency and size of containers utilized.

"Special pickup" means collection of regular service, upon request of the customer, on a day or at a time other than the regularly scheduled day and time. Any amount collected upon such

request which is in excess of the regularly scheduled service shall be charged for at the extra can or extra yard rate, as applicable.

"Special waste" means solid waste to be collected by the city collector (even though it may be apart of a delivered load of solid waste) requiring special preparation by the customer prior to collection and special handling by either the collector or the county disposal system transfer station operator due to its large size or volume, dustiness, or other unique feature which is subject to special compensation as defined in Article ~~10~~12 of the "Contract Regarding Solid Waste Recycling, Transfer, Transport and Out-of County Disposal Between Clark County, Washington, and Columbia Resource Company, L.P.~~Tidewater Barge Lines, Inc.~~," dated January 1, 2006~~April 11, 1990~~. Special waste includes but is not limited to:

1. Dead animals over two hundred pounds;
2. Tires;
3. Batteries;
4. Used motor oil;
5. Noninfectious medical waste;
6. Discarded or abandoned vehicles or parts thereof;
7. Discarded home and industrial appliances;
8. Discarded furniture and mattresses;
9. Asbestos packaged and handled in accordance with applicable laws and permits;

10. Wastes listed in the definition of solid waste that by virtue of its size, weight or shape may require special handling;
11. Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits;
12. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes that require special approval by the Oregon Department of Environmental Quality, but which are not themselves hazardous wastes;
13. Soil, water, residue, debris or articles that are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, transport or disposal of wastes that require special approval by the Oregon Department of Environmental Quality, but which are not themselves hazardous waste;
14. Sewage sludge dewatered in accordance with applicable state and federal regulations;
15. Restaurant waste grease;
16. Residue and debris from wastewater treatment plant operations;
17. Livestock manure; or
18. Other wastes that because of change in any applicable Washington or Oregon law may no longer be treated as solid waste but may be handled under special requirements set forth in applicable statute, rule or permit. Special waste does not include hazardous waste or source-separated recyclables.

"Special waste handling and removal contractors" means commercial contractors who are certified and/or meet applicable laws and regulations to handle certain special wastes including medical waste, asbestos, residue or debris from a cleanup of a spill or release of chemical substances, street sweeping debris, catch basin cleanout waste and other special wastes as may be now or hereafter designated by city administrative rule or the Clark County comprehensive solid waste management plan, of which self-hauling these wastes is an incidental part of their business.

"Yard Debris" means leaves, grass, prunings, garden trimmings, 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-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

Section 3. VMC 6.12.020, adopted by Ordinance M-3193, is amended as follows:

6.12.020 Purpose.

The purpose of this chapter is to prevent harm to the health and safety of the public, to promote the public health, safety and general welfare by providing for the regulation of solid waste collection and disposal, maintaining consistent and reliable solid waste, organics and recyclables collection services. This chapter is necessary to preserve a clean and orderly community in which to live, protect the quality of life and environment and provide for the wise use of resources.

Section 4. VMC 6.12.110, adopted by Ordinance C-33 and last amended by Ordinance M-3688, is amended as follows:

6.12.110 Mandatory collection--Containers required.

a. The City of Vancouver has a system of universal compulsory garbage/solid waste collection and also a system by which recyclable materials shall be collected. Accordingly, every person in possession, charge or control of any house, dwelling, multiunit residence, apartment house, trailer court or any building put to residential use shall be charged for solid waste collection service and for collection of recyclable materials at the rates hereinafter specified, whether such person uses either such service or not; and in case any such person chooses not to actually use either such service he or she shall be charged for the service of checking to see whether he or she has solid waste or recyclable materials to be collected.

b. It is the duty of every person in possession, charge or in control of any house or dwelling, or of any roominghouse, multiunit residence, apartment house or trailer court to keep or cause to be kept an individual garbage can for each dwelling or unit therein; provided, in lieu of or in addition to garbage cans, apartment houses and trailer courts may use large containers, as hereinafter specified.

c. In addition, the city's contracted collector of recyclable materials shall provide all such persons who will agree to use them with appropriate and city-approved recycling bins or containers, to be picked up by the collector of recyclable materials per its agreement with the city.

d. The person in control of such dwelling or roominghouse, apartment house or trailer court shall deposit or cause to be deposited in the cans, carts, or containers all solid waste accumulating on the premises. When refuse is placed in any of the cans or carts the lid shall be properly replaced. Each can or cart shall be kept clean inside and out to reduce odors. Each can or cart, including recycling bins and yard debris receptacles, shall be left at

the curb for pickup not more than twelve hours before the scheduled pickup day and shall be removed from the curb in not more than twelve hours after the scheduled pickup day. Those customers with alley collection may leave their containers in the alley unless the collector or city requests the customer to store the container elsewhere due to space constraints, or health and safety concerns.

e. The person in charge of the premises likewise shall or shall arrange to place recyclable materials in the recycling bins, carts or containers provided by the city or collector therefore; provided, it shall be optional to such person as to whether to participate in such recycling program but each such person shall be charged for such service according to the schedule in Chapter 6.12 of this code whether he or she uses the services of the recycling program or not. All persons choosing to participate in the program, ~~including except those receiving~~ subscribed to carryout service for solid waste collection or ~~(with the exception of those receiving HELICO service)~~, shall place the recycling carts and bins within five feet of the curb or edge of the public street abutting the property, shall set them out not more than twelve hours before the scheduled pickup time, and shall remove them from the pickup location in not less than twelve hours after the scheduled pickup. The person or entity in control of any apartment house or other multifamily structure shall provide an area on the premises for the location of recycling carts or containers for use by all residents of such facilities. The carts and containers shall be located so that they may be picked up by the collector of recyclable materials per its agreement with the city.

f. Unless the resident has applied for and qualified for HELICO carryout service, or unless he or she has subscribed to ~~applied for~~ carryout service (as such terms are defined in

this chapter), he or she on each regular collection day shall place the garbage cart and any extra bags ~~can or cans~~, with any recycling bins or cart, within five feet of the curb or edge of the public street abutting the property. Whenever alleys exist, carts ~~cans~~ shall be placed so that service can be from five feet of the edge of such alley. When the customer has arranged to be on carryout service, he or she on each collection day shall place the carts, bins or cans in a consistent and reasonably accessible place which is not inside any building or carport, nor behind any fence or gate. Persons on HELICO carryout service shall place the carts ~~cans~~ at any reasonably accessible place.

g. It is the duty of every person in possession, charge or control of any shop, place of business or manufacturing establishment wherein solid waste is created or accumulated to keep or cause to be kept in a place accessible to the collector either a sufficient number of garbage cans such as are required for residential users, and subject to the same conditions, or may use larger containers or containers suitable for mechanical handling for such refuse. The collector shall furnish such a large container to any customer who orders one for service upon the rates specified in this chapter. All such containers shall be kept clean inside and out to reduce odors. A customer requesting a clean container to be supplied by collector shall pay for such service at the rate specified in the schedule of charges in Section 6.12.190.

h. At commercial locations the owner or tenant or their employees shall lawfully dispose of solid wastes by carrying them in the businesses' appropriate equipment to a disposal site or to other disposal facilities, but shall not contract with anyone other than the collector for that service, with the exception of special waste handling and removal contractors, for collection of such special wastes. If the special waste handling and removal

contractors do not own hauling equipment and require a subcontractor for hauling the special waste, they shall use the city's collector.

i. It is unlawful for anyone other than the owner or renter of the garbage cart, can, container or drop box or compactor to deposit any solid waste or other material therein except with the permission of such owner or renter.

j. Recyclable materials that are collected as such shall be reused, remanufactured into usable products and/or marketed for any use other than landfill disposal, incineration or fiber-based fuels. Source-separated wood waste which has limited use for recycling may be used for fuel; provided, it is separated from nonrecyclable materials before collection and transport.

Section 5. VMC 6.12.115, adopted by Ordinance M-3193, is amended as follows:

6.12.115 Discontinuance of service.

The collector shall use its best efforts to provide solid waste collection service to all customers in the applicable service areas. However, upon written approval from the ~~d~~Director of ~~p~~Public ~~w~~Works, the collector may deny or discontinue service to a customer if the ~~d~~Director or his or her designate determines pursuant to the procedures of this chapter or regulations promulgated pursuant to this chapter that a customer's acts or omissions warrant the denial or discontinuance of service. The collector shall discontinue service to a customer only when notified in writing to do so by the director and only after providing the customer affected with ten business days' written notice.

If a residential customer is unable to pay for all services received, the collector shall develop a mutually satisfactory payment plan and/or shift the customer to the least expensive service level, which may include eliminating organics collection services. For ~~residential~~ customer accounts that are sixty days past due, the collector is allowed to pursue all lawful remedies, including debt collection services, to collect funds due for services provided. The collector shall not initiate collection agency procedures on accounts prior to their becoming sixty days past due. The collector may, however, use other traditional collection notifications by telephone or in writing thirty days after the initial invoice. The collector is authorized to bill a residential or multifamily property owner or landlord or their authorized representative for any past due amounts owed by a tenant provided that the owner, landlord or representative has received prior notification.

~~The collector is authorized to bill the residential property owner/landlord for any past due amounts owed by the tenant. However, despite any delinquencies, the collector shall continue to provide a minimum level of solid waste collection service to all residential customers within the solid waste collection service area under this contract.~~

The collector may discontinue service to a customer without written approval from the Director only if the customer's account is sixty days past due (on a two-month billing cycle) and with at least ten business days prior written notice to the affected customer and property owner, if the property owner is not the customer. The collector shall restart a stopped customer's service upon customer request once the account is paid in full or satisfactory payment arrangements have been made between the collector and the customer. The collector shall also restart a stopped customer's service upon request from the Director

for health and safety reasons. The collector shall notify the City prior to suspending service to any multifamily customer.

~~With prior written notice, solid waste collection service may be discontinued to commercial customers with accounts due past sixty days. The collector shall not initiate collection agency procedures on accounts prior to their becoming sixty days past due, but may use other traditional collection notifications by telephone or in writing thirty days after the initial invoice. The collector is allowed to pursue any lawful remedies, including debt collection services, to collect funds due for services provided to commercial customers.~~

Section 6. VMC 6.12.120, adopted by Ordinance C-33 and last amended by Ordinance M-3193, is amended as follows:

6.12.120 Unlawful disposal--Burning.

A. It is unlawful for anyone to dump or dispose of solid waste, garbage, or recyclables upon any street, alley or other publicly owned property unless expressly authorized by the department of public works for special collection programs or upon any private property not owned by such person unless expressly authorized by the owner of the property and meeting the requirements of solid waste handling as specified in the Clark County solid waste management plan, Clark County Code Chapter 24.12 (Solid Waste Management), and WAC 173-350 (Solid Waste Handling Standards).

B. Solid waste produced on premises may not be burned or buried on such premises anywhere within the city limits. Under special circumstances, such as handling of debris from a disaster, so long as such burning may be allowable so long as ~~and~~ the time, place and

manner thereof comply with all regulations of the Southwest Washington Air Pollution Control Authority.

Section 7. VMC 6.12.130, adopted by Ordinance M-1019 and last amended by Ordinance M-3193, is amended as follows:

6.12.130 Frequency of collection.

A. Except as is otherwise provided for in other sections of this chapter, the collector of refuse shall collect solid waste from every residential user at least once per month, every other week or weekly and the collector of recyclable materials shall collect recyclable materials from every residential user at least ~~once in~~ every other week. If the collector(s) are unable to meet the minimum frequency of collection due to inclement weather and road conditions, an alternative collection schedule and/or disposal options for customers shall be developed for approval by the Public Works Director. If requested by a commercial customer solid waste may be collected up to ~~six~~ seven times per week Monday through ~~Sunday~~Saturday. The collector shall collect solid waste and recyclable materials from all users as required to keep premises free of any nuisance or violation of any ordinance.

B. No solid waste or recyclables collecting shall be done in any residential zone before six-thirty a.m. or after six-thirty p.m. Collections in commercial and business zones shall be made between four a.m. and five p.m. except that collections may commence at three a.m. in heavy industrial areas. The commercial and business zones shall consist of the following areas: all areas zoned business or commercial by the city zoning ordinance. The collectors shall respond to any noise complaints from residents in areas adjacent to such districts and shall comply with reasonable city directives to resolve such noise complaints.

Section 8. VMC 6.12.140, adopted by Ordinance C-33 and amended by Ordinance M-3193, is amended as follows:

6.12.140 Authority to require separation of refuse.

The city of Vancouver reserves the right to and may have option to require the separation of recyclable materials, organics or other component parts of solid waste, and may require the deposit thereof in separate carts ~~bins~~ or receptacles and may prescribe the method of disposal thereof.

Section 9. VMC 6.12.161, adopted by Ordinance M-3000 and amended by Ordinance M-3193, is amended as follows:

6.12.161 Disposal of solid waste--Rules for handling.

A. *County Disposal System Designated.* The county transfer stations are designated as the initial disposal site for the following solid wastes and any collection companies or recycling facilities are directed to utilize said transfer stations for such solid wastes:

1. Solid waste, residual waste and residential recyclable material with the exception of organics ~~yard-debris~~, collected in the city by private handlers pursuant to a contract with the city;
2. Solid waste which is residual waste remaining from a recycling facility located within the city;
3. Residential recyclable material with the exception of organics ~~yard-debris~~, collected pursuant to any city ordinance now or hereafter adopted.

B. *Rules.* Subject to city approval, the operator of a county transfer station may impose necessary and appropriate rules governing, and charge tipping fees for, the disposal

of solid waste. Collectors and recycling facilities subject to the designated county disposal system, and other persons using the transfer stations, shall comply with those rules and pay the applicable tipping fee.

Section 10. VMC 6.12.190, adopted by Ordinance C-33 and last amended by Ordinance M-3193, is amended as follows:

6.12.190 Schedule of charges authorized--Method of payment.

A. The schedule of charges for solid waste, ~~and recycling and organics collection~~ services shall be as set forth in Sections 6.12.206~~8~~ through 6.12.212~~3~~, and as such, sections may be amended by the city council. In the event the solid waste, ~~or recyclables~~ and organics collector fails to make any payment when due the city, such unpaid amount(s) shall bear interest at a rate of 1.5 percent per month from the date such amount was due until such amount is received by the city or designated residential recycling collector.

B. All charges for the services to be rendered shall be payable to the collector of solid waste as defined in this chapter and if not paid on or before thirty days from date of bill, such charge shall be delinquent. A delinquency charge to cover extra costs of collection shall be added to all accounts which have been delinquent for sixty days or over in an amount set forth in the schedule of charges. Service may be suspended for nonpayment of such accounts in accordance with Section 6.12.115 of this chapter. Such suspension shall not relieve the person owing such amount from the duty of complying with the provisions of this chapter. Suspension shall render the premises where such services are suspended subject to condemnation for sanitary reasons. Upon failure to pay such charges, and upon delinquency, the amount thereof shall become a lien against the property for which the garbage or

residential recyclables collection service is rendered, and such lien shall be made effective by filing a notice thereof specifying the charges, the period covered by the charges and giving a description of the premises for which the service was rendered. Such lien shall be filed with the same official and within the time and shall be foreclosed within the time and manner prescribed by law for filing and foreclosing liens for labor and materials. Such liens shall include attorney's fees and court costs as allowable by state law. Furthermore, such lien shall be prior to any and all other liens and encumbrances filed subsequent to the filing of such other lien but shall be subject to all general taxes and local improvement assessments, whether levied prior or subsequent thereto.

Section 11. VMC 6.12.201, adopted by Ordinance M-2665 and last amended by Ordinance M-3193, is amended as follows:

6.12.201 Permitted garbage amounts--Curbside, carryout or special service.

A. "Curb service" entitles the customer to have one or more ~~minicans, cans, or carts~~ picked up once per month, every other week or once per week within zero to five feet of the curb or street edge of his or her property, or within zero to five feet of an alley if one is available.

Any customer on curb service may leave at the curb, public street edge or alley an extra can or cans, bags or bundled materials (in addition to his/her regular service). Such extra can(s), bags or bundled materials, not exceeding sixty-five pounds for each item, shall then be picked up along with the first cart~~can~~ for an additional charge listed in the schedule of charges.

B. A residential customer who desires to have his or her solid waste carried out by the collector from a place on his or her property other than the curb or public street may arrange to have "carryout service." Any customer on carryout service may leave one or more garbage ~~cartseans~~ at any consistent and reasonably accessible place on his or her property, so long as it does not require the collector's employees to enter a building or go behind a gate.

Any customer on carryout service may contact the collector to have extra cans or boxes, bagged or bundled materials not exceeding sixty-five pounds each, carried out along with the regular ~~can~~ cart service. The customer shall pay an additional charge as listed in the schedule of charges.

~~C. Any residential customer whose can(s) are located below ground level (sunken) shall be subject to the additional monthly fee listed in the schedule of charges (residential).~~

~~Any customer, on any of the above services whose cans exceed weight limits prescribed in the above description of services shall be subject to an additional fee listed in the schedule of charges (residential).~~

CD. Any residential customer who is eligible under statutes and regulations to receive United States Department of Agriculture food stamps, and who is also disabled by reason of age or otherwise so that he or she is physically unable to carry the garbage can to the curb, may apply, on a form to be prepared by the collector and approved by the city, for HELICO service (handicapped or elderly low-income service). If the collector finds he or she is qualified, he or she shall be entitled to have one garbage ~~cartean~~ picked up each week, every other week or monthly from any consistent and reasonably accessible place on his or her property. The collectors, if necessary, shall go through a gate to render such service.

Additional cans may be picked up for additional charges listed in the schedule of charges (residential). In any household which is financially qualified for HELICO service, persons shall be deemed disabled by reason of age if all adult persons are over sixty-one years of age. Persons who qualify for HELICO service shall be required annually to certify to the collector that they continue to qualify for such service. The collector may require any person who applies for HELICO service or renewal thereof to provide appropriate documentation to support the claim that he/she is HELICO eligible.

DE. Any residential customer on any of the above types of service may call the collector for a "special pickup," and the collector shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the date the collector receives notice from the customer of the request for special pickup at a fee as listed in the schedule of charges (residential ~~service~~can).

EF. In case of any dispute as to where customers on curb service are to place such ~~carts~~cans, decision of the city staff after consultation with the collector and customer shall be final.

Section 12. VMC 6.12.202, adopted by Ordinance M-2610 and last amended by Ordinance M-3193, is amended as follows:

6.12.202 Commercial garbage service-- Carts~~Cans~~.

A. All uses shall be deemed commercial for purposes of this chapter if a business is operating on the premises.

B. "Carryout service" for commercial customers will entitle the customer to have one or more ~~minicans, cans or~~ carts picked up and carried out by the collector one or more times each week, ~~monthly~~, every other week or ~~weekly~~ monthly from any consistent and accessible place, not to exceed one hundred feet in distance from any curb, public street edge or alley on his or her property listed in the schedule of charges (commercial can). If the ~~cartseans~~ are placed so that the collector has to go into a building, through a gate, remove from an enclosure or go up or down stairs, there shall be added thereto a monthly surcharge as set forth in the rate schedule (commercial servicecan).

C. Any commercial customer outside the downtown area bounded by "C" Street, Columbia, Fourth Plain and the river, who does not desire carryout service, can arrange for "curb service." On this service, the collector will pick up one or more ~~minicans, cans or~~ carts ~~monthly~~once weekly, every other week, or monthly within zero to five feet of the curb, public street edge or alley of his or her property.

~~D. Any commercial customer whose can(s) is located below ground level (sunken) shall be subject to an additional monthly fee listed in the schedule of charges (commercial can).~~

~~Any customer whose can(s) exceeds weight limits prescribed in the above description of services shall be subject to an additional fee listed in the schedule of charges (commercial can).~~

DE. Any commercial customer on either carryout service or curb service may place extra cans (in addition to their regular cart service), bags or bundled materials to be picked up for an additional charge listed on the schedule of charges (commercial servicecan).

EF. Any commercial customer on any of the above types of service may call the collector for a special pickup, and the collector shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the time the collector is notified by the customer of the request for special pickup at a rate specified in the schedule of charges (commercial ~~service~~can).

Section 13. VMC 6.12.203, adopted by Ordinance M-2665 and last amended by Ordinance M-3193, is amended as follows:

6.12.203 Commercial container service.

A. Under "commercial container service," a customer can buy, lease or contact the contractor to install a container that is compatible with the contractor's collection equipment, meeting the requirements of this chapter, placed at a central location on his or her premises. If a ~~carte~~can service is already in effect, such ~~carte~~can service shall automatically be discontinued upon placement of a commercial container.

Containers range in size from one cubic yard to eight cubic yards in capacity. Containers exceeding three cubic yards capacity will not be available in the area of the city bounded by "C" Street, Columbia, Fourth Plain and the Columbia River unless the city and collector determine that there is adequate access and space for a larger container. Customers can arrange, by contacting the collector, to have a container emptied up to six times per week. Customers who request that a container be placed on their premises shall be charged a one-time placement fee to cover contractor's costs in the placement of the container, as set forth below in the schedule of charges.

B. All containers shall be placed in a location accessible to the collector on collection day. If containers are placed so that the collector must go inside a building, go through a gate, or remove from an enclosure, there shall be added a surcharge as set ~~forth~~forth in the schedule of charges.

C. If a container must be moved more than fifteen feet in order to reach a collector's collection vehicle, there shall be a roll-out charge as set forth in the schedule of charges.

D. Containers should not be overfilled. They shall not be loaded so heavily that the collector cannot easily move them. They shall be placed on hard and level surfaces. Lids should close properly when the container is full. Should the container be overfilled by the customer, there shall be an additional charge as set forth in the schedule of charges.

E. Customers who have secured containers so as to prevent public access shall remove all such security devices on pickup day. Should the customer want the collector to unlock the container, the customer must provide a key or combination to the collector. There shall be an additional charge as set forth in the schedule of charges to the customer for having the collector take this responsibility unless the container automatically unlocks upon collection. The collector shall not be held responsible to empty any locked container when no key or combination has been provided, and the collector shall not be held responsible for any lost lock or key.

F. Any container customer may call the collector for a special pickup, and the collector shall respond as soon as possible and in any event not to exceed forty-eight hours, at a rate specified in the schedule of charges.

Section 14. VMC 6.12.208, adopted by Ordinance M-2665 and last amended by M-4240,
is amended as follows:

6.12.208 Residential/multifamily cart rates.

The following table lists rates charged for residential/multifamily cart service:

Curb Service:	2019
32-gallon cart service	
Weekly collection	19.22 per month
Each additional cart	19.22 per month
Every other week	14.42 per month
Each additional cart	14.42 per month
Once a month	8.65 per month
64-gallon cart service	
Weekly collection	38.44 per month
Each additional cart	38.44 per month

Every other week	19.22 per month
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96-gallon cart service

Weekly collection	57.66 per month
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Each additional cart	57.66 per month
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20-gallon cart service

Weekly collection	14.42 per month
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Every other week	11.53 per month
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Carryout Service:

32-gallon cart service

Weekly collection	28.83 per month
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Each additional cart	28.83 per month
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Every other week	21.63 per month
------------------	-----------------

Each additional cart	21.63 per month
----------------------	-----------------

Once a month	12.98 per month
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64-gallon cart service

Weekly collection	48.05 per month
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Every other week	40.85 per month
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96-gallon cart service

Weekly collection	67.27 per month
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20-gallon cart service

Weekly collection	21.63 per month
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Every other week	17.30 per month
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Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	7.56 per pick up
Carryout	11.34 per pick up
Return trip fee	11.15 per trip
Overweight/overfilled cart	Billed as an extra
Cart replacement fee	At cost
Cart delivery, initial	0.00
Cart delivery, subsequent	13.86

Late Fee:

1.5 percent of balance outstanding at thirty days past due date.

~~Service Stop for~~ Vacation

Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 15. VMC 6.12.209, adopted by Ordinance M-2665 and last amended by Ordinance M-4240, is amended as follows:

6.12.209 Commercial cart rates.

The following table lists garbage rates charged for commercial cart service:

Curb Service:	2019
32-gallon cart service	
Weekly collection	21.37 per month
Each additional cart	21.37 per month
Every other week	16.03 per month
Each additional cart	16.03 per month
Once a month	9.62 per month

64-gallon cart service

Weekly collection	42.74 per month
Each additional cart	42.74 per month
Every other week	21.37 per month

96-gallon cart service

Weekly collection	64.11 per month
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20-gallon cart service

Weekly cart service	16.03 per month
Every other week	12.82 per month

Carryout Service:

32-gallon cart service

Weekly collection	32.06 per month
Each additional cart	32.06 per month
Every other week	24.05 per month
Each additional cart	24.05 per month
Once a month	14.43 per month

64-gallon cart service

Weekly collection	53.43 per month
Every other week	32.06 per month

96-gallon car service

Weekly collection	74.80 per month
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20-gallon cart service

Weekly collection	24.05 per month
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Every other week	19.23 per month
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Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	8.38 per pick up
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Carryout	12.63 per pick up
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Return trip fee	11.15 per trip
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Overweight/overfilled cart	Billed as an extra
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Cart replacement fee	At cost
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Cart delivery, initial	0.00
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Cart delivery, subsequent	13.95
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Subscription-based commercial organics ~~yard debris~~ collection service is

available at rates listed in VMC Section 6.12.213.

Late Fee:

~~Late Fee:~~ 1.5 percent of balance outstanding at thirty days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 16. VMC 6.12.210, adopted by Ordinance C-33 and last amended by Ordinance M-4240, is amended as follows:

6.12.210 Container rates.*

The following Table 6.12.210 lists garbage rates charged for container service:

Table 6.12.210. (2019 Rates)

Regular Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 131.24	\$ 262.48	\$393.72	\$ 524.96	\$ 656.20	\$ 787.44	<u>\$ 918.68</u>

Size (In Yards)	1	2	3	4	5	6	7
1.5	\$ 164.05	\$ 328.10	\$ 492.15	\$ 656.20	\$ 820.25	\$ 984.30	<u>\$ 1,148.35</u>
2	\$ 196.86	\$ 393.72	\$ 590.58	\$ 787.44	\$ 984.30	\$ 1,181.16	<u>\$ 1,378.02</u>
3	\$ 262.48	\$ 524.96	\$ 787.44	\$ 1,049.92	\$ 1,312.40	\$ 1,574.88	<u>\$ 1,837.36</u>
4	\$ 328.10	\$ 656.20	\$ 984.30	\$ 1,312.40	\$ 1,640.50	\$ 1,968.60	<u>\$ 2,296.70</u>
5	\$ 393.72	\$ 787.44	\$ 1,181.16	\$ 1,574.88	\$ 1,968.60	\$ 2,362.32	<u>\$ 2,756.04</u>
6	\$ 459.35	\$ 918.68	\$ 1,378.02	\$ 1,837.36	\$ 2,296.70	\$ 2,756.04	<u>\$ 3,215.38</u>
8	\$ 590.58	\$ 1,181.16	\$ 1,771.74	\$ 2,362.32	\$ 2,952.90	\$ 3,543.48	<u>\$ 4,134.06</u>

Regular Containers at Space Constrained Locations (Space Saver Rate)

Weekly Frequency

<u>Size</u> (In Yards)	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>1</u>		<u>\$ 216.55</u>	<u>\$288.73</u>	<u>\$ 360.91</u>	<u>\$ 433.09</u>	<u>\$ 505.27</u>	<u>\$ 649.64</u>
<u>1.5</u>		<u>\$ 288.73</u>	<u>\$ 469.18</u>	<u>\$ 505.27</u>	<u>\$ 685.73</u>	<u>\$ 794.00</u>	<u>\$ 974.46</u>
<u>2</u>		<u>\$ 360.91</u>	<u>\$ 505.27</u>	<u>\$ 649.64</u>	<u>\$ 866.18</u>	<u>\$ 1,010.55</u>	<u>\$ 1,154.91</u>
<u>3</u>		<u>\$ 505.27</u>		<u>\$ 1,010.55</u>	<u>\$ 1,299.28</u>	<u>\$ 1,515.82</u>	<u>\$ 1,732.37</u>
<u>4</u>		<u>\$ 649.64</u>		<u>\$ 1,299.28</u>		<u>\$ 1,948.91</u>	
<u>5</u>							
<u>6</u>							

<u>Size</u> (In Yards)	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>8</u>							

Compactor Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 294.57	\$ 589.14	\$ 883.71	\$ 1,178.28	\$ 1,472.85	\$ 1,767.42	<u>\$ 2,061.99</u>
1.5	\$ 368.21	\$ 736.43	\$ 1,104.64	\$ 1,472.85	\$ 1,841.06	\$ 2,209.28	<u>\$ 2,577.49</u>
2	\$ 441.86	\$ 883.71	\$ 1,325.57	\$ 1,767.42	\$ 2,209.28	\$ 2,651.13	<u>\$ 3,092.99</u>
3	\$ 589.14	\$ 1,178.28	\$ 1,767.42	\$ 2,356.56	\$ 2,945.70	\$ 3,534.84	<u>\$ 4,123.98</u>
4	\$ 736.43	\$ 1,472.85	\$ 2,209.28	\$ 2,945.70	\$ 3,682.13	\$ 4,418.55	<u>\$ 5,154.98</u>
5	\$ 883.71	\$ 1,767.42	\$ 2,651.13	\$ 3,534.84	\$ 4,418.55	\$ 5,302.26	<u>\$ 6,185.97</u>
6	\$ 1,031.00	\$ 2,061.99	\$ 3,092.99	\$ 4,123.98	\$ 5,154.98	\$ 6,185.97	<u>\$ 7,216.97</u>
8	\$ 1,325.57	\$ 2,651.13	\$ 3,976.70	\$ 5,302.26	\$ 6,627.83	\$ 7,953.39	<u>\$ 9,278.96</u>

Note: Above rates are for containers supplied by contractor. Rates for compacted solid waste apply only when such waste has been compacted by any mechanical device prior to its pickup by the collector. Loose waste dumped into the collector's packer truck from a container will be subject to the rates for non-compacted material. However, waste that has been compressed or compacted by any mechanical device and then subsequently dumped into a loose yard container to be picked up by the Contractor shall be subject to compacted container rates only upon prior written approval of the Director.

Special Services:

Special pickups shall be charged the extra yard rate multiplied by the size of the container plus the return trip charge.

	2019
One-time delivery/pickup/disposal of 3-yard "Rent-a-Bin"	167.18
Additional "Rent-a-Bin" pickup	103.60
Return trip (blocked container, etc.)	16.33
Lock charge (if manual system used)	2.61 per collection
Subsequent deliveries/moves/replacements	29.73 per trip
Accessibility charge	3.71 per collection
Rollout charge	
Greater than 15 feet	3.71 per collection
Greater than 20 feet	5.95 per collection
Steam cleaning (customer request or requirement)	44.58 per container
Overfill/extra yardage (or portion thereof)	16.69 per event

Overweight charges for container service: If the Contractor identifies that a Customer's disposal weights are consistently in excess of 130 lbs. per loose yard (if charged loose container rates) or 455 lbs. per compacted yard, or per yard of heavy material such as dirt, rock, etc. (if charged compacted container rates) the Contractor may charge a flat overweight

surcharge in addition to the regular rates. The surcharge will be equal to the weight in excess of 200 pounds per loose yard or 700 pounds per compacted yard multiplied by the current disposal rates per pound, multiplied by the number of yards serviced per month. The surcharge may also be applied to any extra or special pickups. The Contractor shall not charge the overweight container charge until the on-going overweight account has been brought to the attention of the Director. The Contractor may charge the overweight charge once the Director has investigated the issue and made a written determination as to whether or not the proposed charge is appropriate to the situation.

Late Fee:

~~Late fee:~~ 1.5 percent of balance outstanding at thirty days past due date.

~~Service Stops for~~ Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 17. VMC 6.12.211, adopted by Ordinance M-2665 and last amended by Ordinance M-4240, is amended as follows:

6.12.211 Drop box and compactor rates.*

The following table lists garbage rates charged for drop box and compactor service:

Regular Service:	2019
Initial placement fee	37.12 per trip
Moving fee	37.12 per trip
Steam clean	
(per customer request or as required)	4.00 per yard
Minimum	38.86 min

Plus: pickup and redelivery	37.12 per trip
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Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	145.61
20-yard	145.61
30-yard	145.61
40-yard	145.61

Compactor

10-yard	161.79
20-yard	161.79
30-yard	161.79
40-yard	161.79

Organics Trucking Fee (empty and return - roundtrip haul charge):

Drop box

<u>10-yard</u>	<u>105.86</u>
<u>20-yard</u>	<u>105.86</u>

<u>30-yard</u>	<u>105.86</u>
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<u>40-yard</u>	<u>105.86</u>
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Compactor

<u>10-yard</u>	<u>117.62</u>
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<u>20-yard</u>	<u>117.62</u>
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<u>30-yard</u>	<u>117.62</u>
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<u>40-yard</u>	<u>117.62</u>
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Add disposal pass through at amount of tipping fee and disposal transaction fees or taxes to above charges.

Daily demurrage - Per Day	3.47 per day
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Monthly demurrage - Monthly Maximum	104.54 monthly max
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Special/modified box rental

(Lid/screen/winch, etc.) - Per day	4.98 per day
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Monthly Maximum	149.98 monthly max
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Waiting time

(after first 10 minutes) - Charge Per Minute	1.76 per minute
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Mileage Charge (over 10)	3.22 per mile
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Locking system

Materials plus labor @ per hour	37.12 per hour
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"Check only" service

(price per container and per check) 11.13

Return trip charge (per container) 29.73

For Organics and/or Yard debris collection drop box service – the noted Organics Trucking Fee applies in place of the regular Trucking Fee, however, the Same rates apply to these streams as for all other as regular drop box related services, except that and disposal will be charged at current organics and/or yard debris processing rates.

Late Fee:

~~Late fee:~~ 1.5 percent of balance outstanding at thirty days past due date.

Section 18. VMC 6.12.212, adopted by Ordinance M-2665 and last amended by Ordinance M-4240, is amended as follows:

6.12.212 Other rates.

The following table lists garbage rates for types of pickup other than those set out in Sections 6.12.208 through 6.12.211:

Bulky item pickup:	2019	
Stove	16.67	each
Washing machine	18.24	each
Dryer	15.10	each

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Bulky item pickup:	2019	
Water heater	18.54	each
Refrigerator, freezer	30.15	each
Sofa	15.10	each
Chair	12.05	each
Mattress or box spring	13.64	each
Tires		
Auto/light pickup	7.18	each
with rim	11.11	each
Bus/heavy truck	22.52	each
with rim	37.15	each
Other bulky items	15.88	each

Note: the above rates are for pre-scheduled curbside pick-up at residential locations, however, they also may be applied to commercial and multifamily site pickups. For commercial and multifamily collections additional fees, detailed in VMC 6.12.210, may apply for requested Special Services that differ from the standard pre-scheduled curbside bulky item pickup.

Hourly equipment rental:

Sideloaded compactor truck	101.01	per hour
Rolloff truck/Front Load Compactor Truck	104.03	per hour

Bulky item pickup:**2019**

Extra labor

46.06

per hour

Overtime rate

Extra labor rate x 1.5

Section 19. VMC 6.12.213, adopted by Ordinance M-3069 and last amended by Ordinance M-4240, is amended as follows:

6.12.213 Residential recycling fees.

The following fees shall be charged for recycling program costs within the City of Vancouver:

Curbside Recycling

a. For each dwelling unit in a structure containing from one to four residential dwelling units, ~~\$3.01~~ 3.20 per month.

b. For each dwelling unit in a structure containing from one to four residential dwelling units, the contractor may invoice a “recyclables processing surcharge” of \$1.77 per month.

Multi-family Recycling

~~bc.~~ Five or more residential dwelling units on a consolidated solid waste collection bill, \$1.29 per month per unit.

d. For each dwelling unit in a structure containing five or more residential dwelling units, the contractor may invoice a “recyclables processing surcharge” of \$0.78 per unit per month.

The following optional fees shall be charged to those residents or businesses who voluntarily subscribe for service:

Yard Debris Organics Collection Service (Effective October 1, 2019)

Residential Subscription Options:

2019

<u>Basic subscription, with 96-gallon cart</u>	<u>\$7.43 per month</u>
<u>Basic subscription, with 64-gallon cart</u>	<u>6.43 per month</u>
<u>Basic subscription, with 32-gallon cart</u>	<u>5.43 per month</u>
<u>Basic subscription, with 20-gallon cart</u>	<u>4.43 per month</u>

Commercial/multifamily Subscription Options:

<u>Every Other Week subscription, with 64-gallon cart</u>	<u>\$8.26 per month</u>
<u>Weekly subscription, with 64-gallon cart</u>	<u>16.52 per month</u>

Special /Optional Organics Services:

1st additional 32-gallon equivalent	
(or portion thereof)	0.00 per month
 Additional 32-gallon equivalent	
 (or portion thereof, per item <u>volume</u>)	3.39 per pickup
 Service restart fee,	10.39
 within one year of last service	

Subscription service, on-call with no cart <u>(not available effective October 1, 2019)</u>	5.67 per pickup
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Optional 64-gallon <u>extra</u> cart rental — for on-call customers	1.72 per month
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Cart replacement fee	At cost
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Cart delivery fee, initial	0.00
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Cart delivery fee, subsequent <u>(including cart swap request)</u>	13.86
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32-gallon Wheeled cart rental (if requested)	1.63 per month
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Late fee: 1.5 percent of balance outstanding at 30 days

Vacation allowances in conjunction with garbage service vacations only.

Note: For commercial and multifamily sites participating in Organics collection service, the above subscription rates and Special/Optional Services fees apply so long as the customer is responsible for placing the cart(s) curbside for the scheduled collection day(s). If the cart(s) at these sites is not placed at the curb on collection day(s) and/or if other special services are requested for these sites, then the Special Services fees detailed in VMC 6.12.210 may be added as additional charges for each collection. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Section 20. Savings. Those ordinances or parts of ordinances which are amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 21. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 22. Effective date. This ordinance shall become effective as of April 1, 2019, following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 47

SIGNED this _____ day of _____, 2019.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and Titles 5.94 and 6.12 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 5.94.020, 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

SUMMARY OF PROPOSED SOLID WASTE COLLECTION RATES for 4/1/19 as compared to rates in effect since 1/1/19 (3 pages)

Available Service Levels		Monthly Charge		
		Jan-19	Apr-19	Change
Residential/Multifamily Curb Service (VMC 6.12.208)				
A	32-gallon cart service			
	weekly collection	\$19.22	\$19.22	0.0%
	each additional	\$19.22	\$19.22	0.0%
	every other week collection	\$14.42	\$14.42	0.0%
	each additional can	\$14.42	\$14.42	0.0%
	once per month collection	\$8.65	\$8.65	0.0%
	64-gallon cart service			
	weekly collection	\$38.44	\$38.44	0.0%
	each additional	\$38.44	\$38.44	0.0%
	every other week collection	\$19.22	\$19.22	0.0%
	96-gallon cart service			
	weekly collection	\$57.66	\$57.66	0.0%
	20-gallon cart service			
	weekly collection	\$14.42	\$14.42	0.0%
	every other week collection	\$11.53	\$11.53	0.0%
	Residential Carryout Service			
	32-gallon cart service			
	weekly collection	\$28.83	\$28.83	0.0%
	each additional cart	\$28.83	\$28.83	0.0%
	every other week collection	\$21.63	\$21.63	0.0%
	each additional cart	\$21.63	\$21.63	0.0%
	once per month collection	\$12.98	\$12.98	0.0%
	64-gallon cart service			
	weekly collection	\$48.05	\$48.05	0.0%
	every other week collection	\$40.85	\$40.85	0.0%
	96-gallon cart service			
	weekly collection	\$67.27	\$67.27	0.0%
	20-gallon cart service			
	weekly collection	\$21.63	\$21.63	0.0%
	every other week collection	\$17.30	\$17.30	0.0%
	Residential Special/Optional Services			
	Extra Cart (32-gallon equivalent)			
	Curb (per pick-up)	\$7.56	\$7.56	0.0%
	Carryout (per pick-up)	\$11.34	\$11.34	0.0%
	Return Trip fee	\$11.15	\$11.15	0.0%
	Overweight/overfilled can			
	Cart replacement fee			
	Cart Delivery, Initial	\$0.00	\$0.00	
	Cart Delivery, Subsequent	\$13.86	\$13.86	0.0%
Residential Recycling & Yard Debris Collection (VMC 6.12.213)				
B	Single Family EOW Curbside	\$3.01	\$3.20	6.3%
	B' Recyl Procesng Surcharge	NEW	\$1.77	
	Multi-Family (per unit/month)	\$1.29	\$1.29	0.0%
	Recyl Procesng Surcharge	NEW	\$0.78	
C	Yard Debris Collection Service (every other week by subscription)			
	Basic subscription 64-gal.	\$7.43	\$7.43	0.0%
	1st additional 32-gal can	\$0.00	\$0.00	
	Additional 32-gal per pickup	\$3.39	\$3.39	0.0%
	Service restart fee (<1yr)	\$10.39	\$10.39	0.0%
	On-call/No Cart (per pickup)	\$5.67	\$5.67	0.0%
	Optional 64-gal Cart Rental	\$1.72	\$1.72	0.0%
	Cart replacement fee			
	Cart delivery fee, initial	\$0.00	\$0.00	
	Cart delivery, subsequent	\$13.86	\$13.86	0.0%
	32-gallon Wheeled-cart rent	\$1.69	\$1.69	delete
				see 64-gal

Standard Service Level for Residential Customers (A + B)					Added:
A	32-Gallon Weekly Garbage	\$19.22	\$19.22	0.0%	\$0.00
B	Single Family Curbside B + B'	\$3.01	\$4.97	65.0%	\$1.96
C	Yard Debris Collection (Subscribe)	\$7.43	\$7.43	0.0%	\$0.00
TOTAL A + B (+B')		\$22.23	\$24.19	8.8%	\$1.96
TOTAL A + B + C (w/ YD)		\$29.66	\$31.62	6.6%	\$1.96

\$X.XX Shaded values indicate PROPOSED changes based on NEW contract and Clark Co. Processing Fee. These changes will be reviewed by Vancouver City Council:

First Reading: 2/11/19
Second Reading/Public Hearing: 2/25/19

The majority of new fees are expected to remain unchanged through 2019, unless noted (until January 2020).

Questions on the rate changes may be addressed to Tanya Gray (487-7163)

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Curb Service (VMC 6.12.209)			
32-gallon cart service			
weekly collection	\$21.37	\$21.37	0.0%
each additional cart	\$21.37	\$21.37	0.0%
every other week collection	\$16.03	\$16.03	0.0%
each additional can	\$16.03	\$16.03	0.0%
once per month collection	\$9.62	\$9.62	0.0%
64-gallon cart service			
weekly collection	\$42.74	\$42.74	0.0%
every other week collection	\$21.37	\$21.37	0.0%
96-gallon cart service			
weekly collection	\$64.11	\$64.11	0.0%
20-gallon cart collection			
weekly collection	\$16.03	\$16.03	0.0%
every other week collection	\$12.82	\$12.82	0.0%
Commercial Carryout Service			
32-gallon cart service			
weekly collection	\$32.06	\$32.06	0.0%
each additional can	\$32.06	\$32.06	0.0%
every other week collection	\$24.05	\$24.05	0.0%
each additional can	\$24.05	\$24.05	0.0%
once per month collection	\$14.43	\$14.43	0.0%
64-gallon cart service			
weekly collection	\$53.43	\$53.43	0.0%
every other week collection	\$32.06	\$32.06	0.0%
96-gallon cart service			
weekly collection	\$74.80	\$74.80	0.0%
20-gallon cart service			
weekly collection	\$24.05	\$24.05	0.0%
every other week collection	\$19.23	\$19.23	0.0%
Commercial Special/Optional Services			
Extra Cart (32-gallon equivalent)			
Curb (per pick-up)	\$8.38	\$8.38	0.0%
Carryout (per pick-up)	\$12.63	\$12.63	0.0%
Return Trip fee	\$11.15	\$11.15	0.0%
Overweight/overfilled cart			
Cart replacement fee			
Cart Delivery, Initial	\$0.00	\$0.00	
Cart Delivery, Subsequent	\$13.95	\$13.95	0.0%
Container (Commercial) Special Services (VMC 6.12.210)			
Special Pickup - yard rate X yards + return trip charge			
One Time Delivery/Pickup/Disposal			
of 3-yard "Rent-A-Bin"	\$167.18	\$167.18	0.0%
Additional "Rent-A-Bin"	\$103.60	\$103.60	0.0%
Return Trip fee	\$16.33	\$16.33	0.0%
Lock Charge (automatic system)	\$0.00	\$0.00	
Lock Charge (manual system)	\$2.61	\$2.61	0.0%
Subsequent Deliveries/Moves			
Replacements (per trip)	\$29.73	\$29.73	0.0%
Accessibility Charge	\$3.71	\$3.71	0.0%
Rollout Charge (per collection)			
Greater than 15 feet	\$3.71	\$3.71	0.0%
Greater than 20 feet	\$5.95	\$5.95	0.0%
Steam Cleaning (requested)	\$44.58	\$44.58	0.0%
Overfilled/Extra Yardage (portion)	\$16.69	\$16.69	0.0%
Other Garbage Rates (Bulky Items and Hourly - VMC 6.12.212)			
Stove	\$16.67	\$16.67	0.0%
Washing Machine	\$18.24	\$18.24	0.0%
Dryer	\$15.10	\$15.10	0.0%
Water Heater	\$18.54	\$18.54	0.0%
Refrigerator, Freezer	\$30.15	\$30.15	0.0%
Sofa	\$15.10	\$15.10	0.0%
Chair	\$12.05	\$12.05	0.0%
Mattress or Box Springs	\$13.64	\$13.64	0.0%
Tires			
auto light pickup	\$7.18	\$7.18	0.0%
with rim	\$11.11	\$11.11	0.0%
bus/heavy truck	\$22.52	\$22.52	0.0%
with rim	\$37.15	\$37.15	0.0%
Other Bulky Items	\$15.88	\$15.88	0.0%
Hourly Equipment Rental			
Sideloaded compactor	\$101.01	\$101.01	0.0%
Rolloff truck	\$104.03	\$104.03	0.0%
Extra labor	\$46.06	\$46.06	0.0%
Overtime rate			
	Extra labor rate X 1.5		

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Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.24	0.0%
twice per week collection	\$262.48	\$262.48	0.0%
three collections/week	\$393.72	\$393.72	0.0%
four collections/week	\$524.96	\$524.96	0.0%
five collections/week	\$656.20	\$656.20	0.0%
six collections/week	\$787.44	\$787.44	0.0%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$164.05	\$164.05	0.0%
twice per week collection	\$328.10	\$328.10	0.0%
three collections/week	\$492.15	\$492.15	0.0%
four collections/week	\$656.20	\$656.20	0.0%
five collections/week	\$820.25	\$820.25	0.0%
six collections/week	\$984.30	\$984.30	0.0%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$196.86	\$196.86	0.0%
twice per week collection	\$393.72	\$393.72	0.0%
three collections/week	\$590.58	\$590.58	0.0%
four collections/week	\$787.44	\$787.44	0.0%
five collections/week	\$984.30	\$984.30	0.0%
six collections/week	\$1,181.16	\$1,181.16	0.0%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$262.48	\$262.48	0.0%
twice per week collection	\$524.96	\$524.96	0.0%
three collections/week	\$787.44	\$787.44	0.0%
four collections/week	\$1,049.92	\$1,049.92	0.0%
five collections/week	\$1,312.40	\$1,312.40	0.0%
six collections/week	\$1,574.88	\$1,574.88	0.0%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$328.10	\$328.10	0.0%
twice per week collection	\$656.20	\$656.20	0.0%
three collections/week	\$984.30	\$984.30	0.0%
four collections/week	\$1,312.40	\$1,312.40	0.0%
five collections/week	\$1,640.50	\$1,640.50	0.0%
six collections/week	\$1,968.60	\$1,968.60	0.0%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$393.72	\$393.72	0.0%
twice per week collection	\$787.44	\$787.44	0.0%
three collections/week	\$1,181.16	\$1,181.16	0.0%
four collections/week	\$1,574.88	\$1,574.88	0.0%
five collections/week	\$1,968.60	\$1,968.60	0.0%
six collections/week	\$2,362.32	\$2,362.32	0.0%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$459.34	\$459.34	0.0%
twice per week collection	\$918.68	\$918.68	0.0%
three collections/week	\$1,378.02	\$1,378.02	0.0%
four collections/week	\$1,837.36	\$1,837.36	0.0%
five collections/week	\$2,296.70	\$2,296.70	0.0%
six collections/week	\$2,756.04	\$2,756.04	0.0%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$590.58	\$590.58	0.0%
twice per week collection	\$1,181.16	\$1,181.16	0.0%
three collections/week	\$1,771.74	\$1,771.74	0.0%
four collections/week	\$2,362.32	\$2,362.32	0.0%
five collections/week	\$2,952.90	\$2,952.90	0.0%
six collections/week	\$3,543.48	\$3,543.48	0.0%

Page 3
Provides
NEW Space
Saver Rates
&
Seven
Collections
/ per week
Rates

Drop Box and Compactor Services (VMC 6.12.211)

Regular Service (pass through amount of tipping fee and transaction fee taxes)

Initial Placement (per trip)	\$37.12	\$37.12	0.0%
Moving Fee (per trip)	\$37.12	\$37.12	0.0%
Steam Clean (per yard)	\$4.00	\$4.00	0.0%
Minimum (Plus P/R)	\$38.86	\$38.86	0.0%
Box placement/move onsite	\$37.12	\$37.12	0.0%
Daily Demurrage	\$3.47	\$3.47	0.0%
Monthly Demurrage (Max.)	\$104.54	\$104.54	0.0%
Special/Modified Box Rent			
(lid,scrn,winch/day)	\$4.98	\$4.98	0.0%
monthly maximum	\$149.98	\$149.98	0.0%
Waiting Time (per minute)	\$1.76	\$1.76	0.0%
Mileage Charge (over 10/mi)	\$3.22	\$3.22	0.0%
Locking System (materials			
plus labor @: per hr)	\$37.12	\$37.12	0.0%
"Check Only" (per check)	\$11.13	\$11.13	0.0%
Return Trip Charge	\$29.73	\$29.73	0.0%

Tipping Fee at Columbia Resources Transfer Stations

Municipal Solid Waste (\$/ ton)	\$95.71	\$95.71	0.0%
Drop Box Waste (\$/ ton)	\$84.98	\$84.98	0.0%
Plus - Transaction Fee (per load)	\$10.00	\$10.00	0.0%

Tipping
Fees are set
by Clark
County.

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$294.57	\$294.57	0.0%
twice per week collection	\$589.14	\$589.14	0.0%
three collections/week	\$883.71	\$883.71	0.0%
four collections/week	\$1,178.28	\$1,178.28	0.0%
five collections/week	\$1,472.85	\$1,472.85	0.0%
six collections/week	\$1,767.42	\$1,767.42	0.0%
1.5 Yard Container (includes disposal)			
once per week collection	\$368.21	\$368.21	0.0%
twice per week collection	\$736.43	\$736.43	0.0%
three collections/week	\$1,104.64	\$1,104.64	0.0%
four collections/week	\$1,472.85	\$1,472.85	0.0%
five collections/week	\$1,841.06	\$1,841.06	0.0%
six collections/week	\$2,209.28	\$2,209.28	0.0%
Two Yard Container (includes disposal)			
once per week collection	\$441.86	\$441.86	0.0%
twice per week collection	\$883.71	\$883.71	0.0%
three collections/week	\$1,325.57	\$1,325.57	0.0%
four collections/week	\$1,767.42	\$1,767.42	0.0%
five collections/week	\$2,209.28	\$2,209.28	0.0%
six collections/week	\$2,651.13	\$2,651.13	0.0%
Three Yard Container (includes disposal)			
once per week collection	\$589.14	\$589.14	0.0%
twice per week collection	\$1,178.28	\$1,178.28	0.0%
three collections/week	\$1,767.42	\$1,767.42	0.0%
four collections/week	\$2,356.56	\$2,356.56	0.0%
five collections/week	\$2,945.70	\$2,945.70	0.0%
six collections/week	\$3,534.84	\$3,534.84	0.0%
Four Yard Container (includes disposal)			
once per week collection	\$736.43	\$736.43	0.0%
twice per week collection	\$1,472.85	\$1,472.85	0.0%
three collections/week	\$2,209.28	\$2,209.28	0.0%
four collections/week	\$2,945.70	\$2,945.70	0.0%
five collections/week	\$3,682.13	\$3,682.13	0.0%
six collections/week	\$4,418.55	\$4,418.55	0.0%
Five Yard Container (includes disposal)			
once per week collection	\$883.71	\$883.71	0.0%
twice per week collection	\$1,767.42	\$1,767.42	0.0%
three collections/week	\$2,651.13	\$2,651.13	0.0%
four collections/week	\$3,534.84	\$3,534.84	0.0%
five collections/week	\$4,418.55	\$4,418.55	0.0%
six collections/week	\$5,302.26	\$5,302.26	0.0%
Six Yard Container (includes disposal)			
once per week collection	\$1,031.00	\$1,031.00	0.0%
twice per week collection	\$2,061.99	\$2,061.99	0.0%
three collections/week	\$3,092.99	\$3,092.99	0.0%
four collections/week	\$4,123.98	\$4,123.98	0.0%
five collections/week	\$5,154.98	\$5,154.98	0.0%
six collections/week	\$6,185.97	\$6,185.97	0.0%
Eight Yard Container (includes disposal)			
once per week collection	\$1,325.57	\$1,325.57	0.0%
twice per week collection	\$2,651.13	\$2,651.13	0.0%
three collections/week	\$3,976.70	\$3,976.70	0.0%
four collections/week	\$5,302.26	\$5,302.26	0.0%
five collections/week	\$6,627.83	\$6,627.83	0.0%
six collections/week	\$7,953.39	\$7,953.39	0.0%

Drop Box Trucking Fee (empty & return - roundtrip - VMC 6.12.211)

10-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
20-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
30-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
40-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%

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Provides
NEW
Organics
Hauling
Drop Box
Rates

Disposal Fees: (pass through of tipping fee, transaction fee & taxes)

See box at left

Yard Debris Fees: (pass through at current material processing rate)

Other Divertable Materials accepted at local transfer stations:
(pass through at current disposal fee or processing rate)

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**NEW RATES for 4/1/19 (or later in 2019)
In Association with New Collection Contract &
Clark County Processing Fee**

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$918.68	
1.5 Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,148.35	
Two Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,378.02	
Three Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,837.36	
Four Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$2,296.70	
Five Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$2,756.04	
Six Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$3,215.38	
Eight Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$4,134.06	

* Note: For Space Saver "Change" Column, the indicated percent is the savings over the Regular Container Rate for that service level

Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
seven collections/week	NEW	\$2,061.99	
1.5 Yard Container (includes disposal)			
seven collections/week	NEW	\$2,577.49	
Two Yard Container (includes disposal)			
seven collections/week	NEW	\$3,092.99	
Three Yard Container (includes disposal)			
seven collections/week	NEW	\$4,123.98	
Four Yard Container (includes disposal)			
seven collections/week	NEW	\$5,154.98	
Five Yard Container (includes disposal)			
seven collections/week	NEW	\$6,185.97	
Six Yard Container (includes disposal)			
seven collections/week	NEW	\$7,216.97	
Eight Yard Container (includes disposal)			
seven collections/week	NEW	\$9,278.96	

Available Service Levels	Monthly Charge		
	Jan-19	Jan-20	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.90	0.5%
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$294.57	\$296.04	0.5%

** Note: As a consequence of offering new "Space Saver" rates, all other commercial container rates will increase 0.5% (before CPI/fuel/tip fee/etc. adjustments) for 2020 - this increment of increase will apply to all scheduled container service levels in VMC 6.12.210

Residential Recycling & Residential/Commercial ORGANICS Fees (VMC 6.12.213)			
Effective October 1, 2019	Jan-19	Oct-19	Change
Single Family EOW Curbside	\$3.01	\$3.20	6.3%
B' Recyl Procesng Surcharge	NEW	\$1.77	
Multi-Family (per unit/month)	\$1.29	\$1.29	0.0%
Recyl Procesng Surcharge	NEW	\$0.78	

Curbside & Multi-family recycling rates also shown with garbage on page 1

ORGANICS Collection Service (every other week by subscription)
Residential Subscription Options (Every Other Week - EOW by subscription):

Basic subscription 96-gal.	\$7.43	\$7.43	0.0%
64-gallon (EOW)	NEW	\$6.43	
32-gallon (EOW)	NEW	\$5.43	
20-gallon (EOW)	NEW	\$4.43	
On-call/No Cart (per pickup)	\$5.67	Not Available after 9/31/19	
Commercial/Multi-Family Subscription Options::			
Every Other Week - 64-gal.	NEW	\$8.26	
Weekly - 64-gal	NEW	\$16.52	

Indicated Commercial/Multi-Family Organics rates apply if carts set at the curb for scheduled collection days - other Special Services detailed in VMC 6.12.210 may be added as additional charges for each collection if the cart(s) are not placed at the curb. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change *
Space Saver Rate - Regular Containers at Space Constrained Locations (VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.24	0.0%
twice per week collection	\$262.48	\$216.55	-17.5%
three collections/week	\$393.72	\$288.73	-26.7%
four collections/week	\$524.96	\$360.91	-31.3%
five collections/week	\$656.20	\$433.09	-34.0%
six collections/week	\$787.44	\$505.27	-35.8%
seven collections/week	NEW	\$649.64	-29.3%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$164.05	\$164.05	0.0%
twice per week collection	\$328.10	\$288.73	-12.0%
three collections/week	\$492.15	\$469.18	-4.7%
four collections/week	\$656.20	\$505.27	-23.0%
five collections/week	\$820.25	\$685.73	-16.4%
six collections/week	\$984.30	\$794.00	-19.3%
seven collections/week	NEW	\$974.46	-15.1%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$196.86	\$196.86	0.0%
twice per week collection	\$393.72	\$360.91	-8.3%
three collections/week	\$590.58	\$505.27	-14.4%
four collections/week	\$787.44	\$649.64	-17.5%
five collections/week	\$984.30	\$866.18	-12.0%
six collections/week	\$1,181.16	\$1,010.55	-14.4%
seven collections/week	NEW	\$1,154.91	-16.2%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$262.48	\$262.48	0.0%
twice per week collection	\$524.96	\$505.27	-3.8%
three collections/week	\$787.44	\$787.44	0.0%
four collections/week	\$1,049.92	\$1,010.55	-3.8%
five collections/week	\$1,312.40	\$1,299.28	-1.0%
six collections/week	\$1,574.88	\$1,515.82	-3.8%
seven collections/week	NEW	\$1,732.37	-5.7%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$328.10	\$328.10	0.0%
twice per week collection	\$656.20	\$649.64	-1.0%
three collections/week	\$984.30	\$984.30	0.0%
four collections/week	\$1,312.40	\$1,299.28	-1.0%
five collections/week	\$1,640.50	\$1,640.50	0.0%
six collections/week	\$1,968.60	\$1,948.91	-1.0%
seven collections/week	at left	\$2,296.70	0.0%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$393.72	\$393.72	0.0%
twice per week collection	\$787.44	\$787.44	0.0%
three collections/week	\$1,181.16	\$1,181.16	0.0%
four collections/week	\$1,574.88	\$1,574.88	0.0%
five collections/week	\$1,968.60	\$1,968.60	0.0%
six collections/week	\$2,362.32	\$2,362.32	0.0%
seven collections/week	at left	\$2,756.04	0.0%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$459.34	\$459.34	0.0%
twice per week collection	\$918.68	\$918.68	0.0%
three collections/week	\$1,378.02	\$1,378.02	0.0%
four collections/week	\$1,837.36	\$1,837.36	0.0%
five collections/week	\$2,296.70	\$2,296.70	0.0%
six collections/week	\$2,756.04	\$2,756.04	0.0%
seven collections/week	at left	\$3,215.38	0.0%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$590.58	\$590.58	0.0%
twice per week collection	\$1,181.16	\$1,181.16	0.0%
three collections/week	\$1,771.74	\$1,771.74	0.0%
four collections/week	\$2,362.32	\$2,362.32	0.0%
five collections/week	\$2,952.90	\$2,952.90	0.0%
six collections/week	\$3,543.48	\$3,543.48	0.0%
seven collections/week	at left	\$4,134.06	0.0%

Drop Box ORGANICS Trucking Fee (roundtrip haul - VMC 6.12.211)

Effective October 1, 2019	MSW		
	Oct-19	Change	
10-yard Drop Box	\$145.61	\$105.86	-27.3%
10-yard Compactor	\$161.79	\$117.62	-27.3%
20-yard Drop Box	\$145.61	\$105.86	-27.3%
20-yard Compactor	\$161.79	\$117.62	-27.3%
30-yard Drop Box	\$145.61	\$105.86	-27.3%
30-yard Compactor	\$161.79	\$117.62	-27.3%
40-yard Drop Box	\$145.61	\$105.86	-27.3%
40-yard Compactor	\$161.79	\$117.62	-27.3%

Organics Tip Fees: (pass through at current material processing rate)
2019 West Van Organics Tip Fee (\$/ton): **\$73.49**

Other VMC 6.12.211 service rates apply to Organics drop boxes/compactors.

1/29/2019 15:16

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2
3 COMPREHENSIVE
4 GARBAGE, RECYCLABLES, AND
5 ORGANICS COLLECTION SERVICES
6 CONTRACT

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13 City of Vancouver
14 and
15 Waste Connections of Washington, Inc.

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17
18 April 1, 2019 – April 30, 2030
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1 The Parties, in consideration of the promises, representations, and warranties contained in this
2 agreement, agree as follows:

3
4 **RECITALS**

5
6 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise
7 necessary to perform the services as requested in the competitive process; and

8
9 WHEREAS, the City desires to enter into this Contract with the Contractor for the services included
10 below; and

11
12 WHEREAS, the Contractor currently provides solid waste service under contract with the City which will
13 expire January 31, 2020; and

14
15 WHEREAS, the City and Contractor have negotiated this new agreement with enhanced services to
16 replace and supersede the previous contract prior to the previous contract's termination; and

17
18 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein
19 contained, the City and Contractor do agree as follows:

20
21 **AGREEMENT**

22
23 This Comprehensive Garbage, Recyclables, and Organics Collection Services Contract (hereafter,
24 "Contract") is made and entered into this _____ day of _____, 2019 (hereafter the "Date of
25 Execution"), by and between the City of Vancouver, a municipal corporation (hereafter "City"), and
26 Waste Connections of Washington, Inc. (hereafter "Contractor").
27

1 **DEFINITIONS**

2
3 **Billing Operations Plan:** The plan developed by the City and the Contractor to manage Customer billing,
4 ownership and custody of Customer payments and other matters related to the Contractor serving as
5 billing agent for the City's solid waste utility.

6
7 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular
8 automated collection Receptacles. Bulky Waste includes: large appliances (such as refrigerators,
9 freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as
10 chairs or sofas), televisions and electronics (including items in the E-Cycle Washington program),
11 mattresses, and other similar large items placed at the Curb as discrete separate items. As markets
12 allow, the Contractor will seek to recycle or divert these items from landfilling. Bulky Waste does not
13 include piles of debris, car parts, construction or demolition debris, any item that would be considered
14 Hazardous Waste, or stumps.

15
16 **Can:** A Receptacle that is a water-tight galvanized sheet-metal or plastic Receptacle not exceeding four
17 (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on
18 each side; and fitted with a tight cover equipped with a handle.

19
20 **Cart:** A Contractor-provided wheeled Receptacle with attached lid less than one cubic yard in capacity
21 suitable for the collection, storage, and Curbside placement of Garbage, Recyclables, or Organics. Carts
22 shall be rodent and insect resistant.

23
24 **Change of Control:** Any single transaction or series of related transactions by which the beneficial
25 ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity,
26 or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do
27 not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers
28 between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to
29 corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the
30 effective date of the Contract, and transactions effected on any securities exchange registered with the
31 U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

32
33 **City:** The City of Vancouver in Clark County, Washington. As used in the Contract, use of the term "City"
34 may include reference to the City Manager or his/her designated representative. Where the context
35 makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff,
36 streets, rights-of-way and activities of the City, and things belonging to or located within the City.

37
38 **City Core Areas:** The central downtown area bounded by I-5 on the east, the Burlington Northern Santa
39 Fe railroad tracks on the west, Fourth Plain Blvd to the north and the Columbia River to the south. It may
40 also pertain to any areas within the City that are zoned Urban High Density.

41
42 **City Fee:** A fee levied on the Contractor by the City to fund the City's solid waste program needs. This is
43 distinct from the City's utility tax on gross receipts which is embedded in City Council approved rates for
44 Garbage related services.

45
46 **Clark County Regional Disposal System:** The areas owned, leased, contracted for, or controlled by Clark
47 County, Washington for the disposal of Garbage and processing/handling of delivered Recyclables, or

1 such other site as may be authorized by the current Clark County Comprehensive Solid Waste
2 Management Plan and the Solid Waste Interlocal Agreement between the City and Clark County.

3
4 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental
5 agencies, and all other users of commercial-type Garbage collection services.

6
7 **Commingled Recyclables:** Certain Recyclables listed in Exhibit C mixed together in a Cart for combined
8 collection.

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

13
14 **Contractor:** Waste Connections of Washington, Inc., which has contracted with the City to collect and
15 deliver Garbage, Recyclables and Organics to City-designated facilities.

16
17 **Contract:** Refers to this contract for comprehensive Garbage, Recyclables and Organics collection
18 services.

19
20 **Contract Term:** Refers to the term of this Contract as provided for in Section 1.

21
22 **County:** Clark County, a political subdivision of Washington State, its successors or assigns.

23
24 **Curb or Curbside:** A location on a property, within five feet of the edge of a Public Street that does not
25 block sidewalks, driveways or on-street parking. If extraordinary circumstances preclude placement of a
26 Receptacle at such a location, Curbside shall be considered a placement suitable to the resident,
27 convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

28 **Customer:** Every person, firm, partnership, association, institution and corporation subject to the
29 services provided. The term shall also mean the occupant and/or the owner of the premises for which
30 service herein mentioned is rendered.

31
32 **Date of Commencement of Service:** April 1, 2019, which is the date that the Contractor agrees to
33 commence the provision of collection and other services as described throughout this Contract, except
34 for revised Organics collection services to be started October 1, 2019 as described in Section 3.2.3.

35
36 **Date of Execution:** The date that this Contract is executed by all signatories.

37
38 **Day/Days:** Calendar days unless otherwise specified.

39
40 **Detachable Container:** A watertight metal or plastic Receptacle equipped with a tight-fitting cover,
41 capable of being mechanically unloaded into the Contractor's collection vehicles required under this
42 Contract and which is not less than one cubic yard in capacity.

43 **Director:** Director of Public Works, City of Vancouver, Washington, or his or her designated
44 representative.

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

3
4 **Drop-box Receptacle:** An all-metal loose material or compactor Receptacle with ten (10) cubic yards or
5 more capacity that is mechanically loaded onto a specialized collection vehicle for transport to a
6 processing or disposal site.

7
8 **Extra Unit:** Excess material that does not fit in the Customer's primary Container. In the case of Garbage
9 and Compostables Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag
10 or Can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-
11 gallons

12 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of
13 produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps shall not
14 include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials
15 prohibited by the selected composting facility. This does not include compostable service ware, soiled
16 paper or other materials prohibited by the organics processor (or composting facility). Food Scraps
17 includes compostable plastic or paper bags used to contain materials, as approved by the organics
18 processor.

19
20 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,
21 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals
22 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities
23 that are placed by Customers in appropriate Receptacles for collection and disposal by the Contractor.
24 The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or
25 Source-separated Organics. The term "Garbage" shall not include Hazardous Wastes, Source-separated
26 recyclable materials, or Source-separated Organics.

27
28 **Glass Bin or Bins:** Receptacles suitable for household collection, storage, and Curbside placement of
29 Source-Separated Recyclable glass, consistent with the specifications set forth in Section 3.1.15 of this
30 Contract.

31
32 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,
33 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,
34 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to
35 human health or the environment or environmental conditions, including but not limited to any
36 substance that is:

- 37
38 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United
39 States Environmental Protection Agency under Subtitle C of the Resource Conservation and
40 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid
41 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et
42 seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., or
43 any other federal statute or regulation governing the treatment, storage, handling, or disposal
44 of waste imposing special handling or disposal requirements similar to those required by
45 Subtitle C of RCRA;

1 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous
2 waste or extremely hazardous waste by the Washington State Department of Ecology under the
3 State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State
4 statute or regulation governing the treatment, storage, handling, or disposal of wastes and
5 imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
6

7 C. Any substance that comes within the scope of this definition as determined by the City after the
8 Date of Execution of this Contract.
9

10 Any waste, substance, material, contaminant, pollutant, or chemical that is not upon the effective date
11 of this Contract included within this definition but which comes within its scope at a later date shall be
12 included within the definition of "Hazardous Waste." Any waste, substance, material, contaminant,
13 pollutant, or chemical that ceases to fall within this definition as determined by the City after the Date
14 of Execution of this Contract shall not be deemed to be Hazardous Waste.
15

16 **HELICO Service:** Carry-out collection service provided at Curbside rate to certain residents who are
17 physically unable to move a Receptacle to the Curb and whose income is at or below 125% of Federal
18 Poverty Guidelines.

19 **Inaccessible Area:** Any road that does not allow safe access, turn-around, or clearance for Contractor
20 collection vehicles.

21 **Mixed-use Building:** The term "Mixed-use Building" means a structure inhabited by both Residential and
22 Commercial customers.

23 **Multifamily Residence:** A multiple-unit Residence with five or more attached units or any Residence
24 with two or more units that has consolidated collection services and billing. For purposes of Organics
25 services, Multifamily Residences are treated as Commercial Customers in this Contract.

26 **New Annexation Household Counter:** A cumulative count of the number of Single-Family Residences
27 annexed since the Date of Execution (initially), or since the date of the last contract extension granted
28 through the provisions of Contract Section 3.1.2.1. The counter shall start at zero at the Date of
29 Execution. For purposes of this calculation, Single Family Residences will be determined based on a
30 census of the Contractor's customers four months after the annexation date.

31 **Office Hours:** The hours of 8:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday
32 except for the holiday schedule specified in Section 4.1.7.
33

34 **On-call:** The provision of specified services only upon direct telephone, written, text message, or e-
35 mailed request of the Customer to the Contractor.
36

37 **Organics:** Any organic waste material that is Source-separated for processing or composting, such as
38 Yard Debris and Food Scraps generated by any Residential or Commercial customers.
39

40 **Party:** Either the City or the Contractor.
41

42 **Parties:** The City and Contractor.
43

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

3
4 **Processor:** The processing center designated from time to time by the City to process and market
5 Source-Separated Recyclable materials – West Van as of the Contract Execution Date. In terms of
6 Organics, an Organics receiving and processing/composting facility designated and approved by the
7 Director prior to the addition of food scraps.

8 **Project:** Any and all matters and things that are required to be done, kept, performed, and furnished
9 under the Contract.

10 **Public Street:** A public right-of-way used for public travel, including public alleys.

11
12 **Receptacle:** A Can, Cart, Detachable Container, Glass Bin, Drop Box or other container used to contain
13 Garbage, Organics, or Recyclables.

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

15
16 **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection
17 program under this Contract, as listed in Exhibit C.

18
19 **Residence/Residential Customer:** Any house, dwelling, multi-unit residence, apartment house, trailer
20 court or any building put to Residential use and the owner or tenants utilizing and paying for Contractor
21 service.

22
23 **Services:** Refers to the comprehensive Garbage, Recyclables and Organics collection and processing
24 services provided by the Contractor pursuant to the Contract.

25
26 **Service Area:** The service boundaries indicated in Exhibit A as of the Date of Commencement of Service.
27 Annexations during the term of the Contract will be incorporated into this definition on their effective
28 date(s).

29
30 **Single-Family Residence:** All one-unit houses, duplexes, and mobile homes that are billed individually
31 and located on a Public Street or Private Road.

32
33 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for
34 recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, Bulky Items (with
35 markets), and other appropriate materials.

36
37 **Strike Contingency Plan:** The plan the Contractor has developed pursuant to Section 3.1.20 of this
38 Contract.

39
40 **Surety:** The company, bank or other entity approved by the City providing a performance bond, letter of
41 credit or other similar instrument acceptable to the City, and either (1) guaranteeing the Contractor's
42 performance, or (2) providing funds to guarantee performance of the Contractor's obligations under the
43 Contact.

1 **Tenant Coordinator:** A representative appointed by the owner or manager of a Multifamily Residence
2 who will be responsible for disseminating information on the Multifamily recycling program to tenants.

3 **Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section
4 3.1.23 of this Contract.

5
6 **Utility Tax:** An embedded percentage gross receipts tax established by VMC 5.94 and subject to
7 modification by City Council to support the City's General Fund purposes. The Solid Waste Utility Tax is
8 not assessed on Recycling and Yard Debris collection services and shall be considered pass-through
9 revenue collected by the Contractor on behalf of the City. The Contractor calculates and makes monthly
10 payments to the City on this Utility Tax.

11 **WUTC:** The Washington Utilities and Transportation Commission.
12

13 **Yard Debris:** Leaves, grass, prunings, garden trimmings, branches and small trees. Materials larger than
14 four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2)
15 feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and
16 shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked,
17 undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags
18 or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.
19

20 **1. TERM OF CONTRACT**

21

22 The previous contract between the City and Contractor for Contractor to provide collection services to
23 the City beginning June 1, 2009, and as thereafter amended is terminated as of 11:59 p.m the day
24 before the Date of Service Commencement of this Contract.
25

26 The Term of this Contract is eleven (11) years and one (1) months starting on the Date of
27 Commencement of Service and continuing through April 30, 2030 unless extended by annexation as
28 described in Section 3.1.2 of this Contract. The City, may, at its option, extend the Contract up to two (2)
29 extensions, each of which shall not exceed one (1) year in duration. Any extension exercised by the City
30 shall be under the original terms and conditions of this Contract or as the Contract may have been
31 amended at the time of the extension. To exercise the option to extend this Contract, written notice
32 shall be given by the City to the Contractor not less than one hundred and eighty (180) days prior to the
33 expiration of the Contract Term or the expiration of a previous extension. With the Contractor's written
34 consent, the requirement of prior notice of exercise of the City's option to extend may be waived in any
35 instance.
36

37 **2. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

38

39 The Contractor represents and warrants to the City as follows:
40

- 41 • *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good
42 standing under the laws of the state of Washington, and has all requisite corporate power and
43 authority to enter into and to perform its obligations under this Contract.
44

- 1 • *Authority.* The Contractor has the authority to execute this Contract, to make the
2 representations and warranties set forth in it, and to perform the obligations of the Contractor
3 under this Contract in accordance with its terms. This Contract has been validly executed by an
4 authorized representative of the Contractor, with the authority to sign on behalf of and bind the
5 Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation
6 of Contractor.
7
- 8 • *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior
9 to the Date of Commencement of Service any such licenses, permits, and other authorizations
10 from federal, state, and other governmental authorities, as are necessary for the performance
11 of its obligations under this Contract.
12
- 13 • *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or
14 regulations, which may impact the Contractor's ability to perform its obligations under this
15 Contract or which may have any impact on the City. The Contractor is not subject to any order
16 or judgment of any court, tribunal, or governmental agency that impacts its operations or assets
17 or its ability to perform its obligations under this Contract.
18
- 19 • *Accuracy of Information.* None of the representations or warranties in this Contract, and none of
20 the documents, statements, reports, certificates, or schedules furnished or to be furnished by
21 the Contractor pursuant to this Contract or in connection with the performance of the
22 obligations contemplated under this Contract, at any time contain or will contain untrue
23 statements of a material fact or omissions of material facts.
24
- 25 • *Independent Examination.* In accepting these responsibilities, the Contractor represents and
26 affirms that it has made its own examination of all conditions affecting the performance of this
27 Contract, currently and into the future, and of the quantity, quality, and expense of labor,
28 equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits,
29 and applicable laws. The Contractor affirms that within the Service Area it is aware of the
30 present placement and location of all Receptacles. The Contractor represents and warranties
31 that it is capable of continuing to collect all Receptacles from their present locations, and that it
32 is capable of providing service to and collection of Receptacles in any areas of the Service Area
33 that may be built out or developed during the term of this Contract.
34

35 **3. SCOPE OF WORK**

36 **3.1 General Collection System Requirements**

37 **3.1.1 Service Area**

38
39 The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.
40

41 **3.1.2 Annexations**

42
43 The Contractor is the sole service provider for Garbage, Residential Recyclables and Organics collection
44 to the entire City and, as a WUTC certificate holder, is also the sole provider for some or all similar
45 services in all areas of the City of Vancouver urban growth boundary. Consistent with Washington State
46

1 law (WAC 480-70-141, RCW 35.13.280), the City agrees to compensate the Contractor upon annexation
2 and subsequent cancellation of their state certificate to collect and haul solid waste (G-certificate #253)
3 in pertinent areas through a proportionate incremental extension(s) of this Contract.

4 This Contract is in lieu of a franchise as provided in RCW 35.13.280. The Contractor agrees that its
5 WUTC certificate(s) applicable to those annexed areas (if any) shall be cancelled effective on the date of
6 annexation by the City. The Contractor expressly waives and releases its right to claim any and all
7 damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of
8 any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically
9 waives the right to receive any additional compensation or any rights of collection in the newly annexed
10 territory.

11 The City and Contractor agree that Recycling and Organics collection services are not part of the
12 compensation requirements under Washington state law (WAC 480-70-141, RCW 35.13.280); however,
13 the City and Contractor have considered the overall value of the Contract extensions contemplated in
14 Section 3.1.2.1 as the agreed-upon compensation for the cancellation of the Contractor's certificate in
15 annexation areas.

16 **3.1.2.1 Contract Extension Associated with Annexations**

17
18 The Contractor and City agree that any annexations that occur prior to January 1, 2025 shall be added to
19 the City's Service Area without additional compensation, Contract extension, or impact on the New
20 Annexation Household Counter. The cumulative annexation of between 1 and 5,000 additional Single
21 Family Residences into the City after January 1, 2025 shall result in a twenty-four month extension of
22 this Contract. The extension will be granted immediately upon the New Annexation Household Counter
23 reaching "1" with subsequent extensions when the Counter reaches 5,001, 10,001, 15,001, etc. via a
24 memorandum of understanding between the Director and the Contractor's representative, and the New
25 Annexation Household Counter shall then be reset to zero.

26 27 **3.1.2.1 Receptacle Delivery**

28
29 The Contractor shall provide all Receptacles in accordance with this Contract to all existing and new
30 Customers in areas annexed to the City after the Date of Execution. Contract compliant Receptacles
31 shall be delivered to those existing and new Customers by the effective date of Council approval of the
32 relevant annexation ordinance.

33 **3.1.2.2 Commencement of Services Rates and Services Applied to Annexed Customers**

34
35 Upon annexation and beginning within a week (before or after) of the effective date, in addition to
36 Garbage services the Contractor will provide Recycling and Organics collection services in accordance
37 with the specifications and rates provided in this Contract.

38 As per the effective date of annexation, the Contractor will immediately provide services (contingent on
39 availability of equipment) and rates as specified in this Contract to Customers in the annexed area;
40 including service level options, rates, utility tax, and all other service expectations and conditions
41 prevalent in the existing City areas.

42 **3.1.2.3 Application of City Fee**

1
2 Upon annexation, Waste Connections will furnish a census of Customers currently receiving garbage
3 service in the affected area. This census will include the total number of all Customers, regardless of
4 service level, and will be considered the “initial reference counts” for calculating an immediate
5 adjustment to the City Fee. At the following annual census period as described in Section 4.3, “updated
6 counts” will be determined for calculating the permanent impact on the City Fee base (as calculated
7 using Exhibit D).

8 The initial reference counts will be multiplied by \$14.30 per year for residential accounts and \$153.91
9 per year for commercial accounts then summed to determine the total increased amount of the
10 additional, temporary City Fee for the newly annexed area. At this point, the fee amount is temporary
11 for each annexed area and won’t be incorporated into the model; however, it will be paid on a pro-rated
12 monthly basis from the effective date of the annexation until the permanent addition to the citywide
13 City Fee base is made. At the regularly scheduled rate setting that occurs between one and two years
14 after the annexation, a review will be made of the updated counts for residential and commercial
15 customers and these results will be multiplied by \$14.30 per year for residential accounts and \$153.91
16 per year for commercial accounts and then summed to determine the permanent adjustment to be
17 made to the “base” City Fee amount used in the Exhibit D City Fee and Rate Model.

18 Once the permanent adjustment is made, the annexation will have been incorporated into the base City
19 Fee and the census information for the affected area is considered along with all other citywide census
20 information. Using two separate periods to evaluate the customer base will account for anticipated
21 growth in customers as a result of the annexation.

22 **3.1.2.4 Record of Annexation**

23
24 For each annexation, the Director shall send a letter of notification to the WUTC and the Contractor
25 indicating the official date and area of annexation. Within six months of the annexation date, the
26 Director shall send a Memorandum Of Understanding (MOU) to the Contractor that:

- 27 • Calculates the Interim City Fee as per Section 3.1.2.3 and designates the termination date of the
28 interim fee for that given annexation;
- 29 • Determines whether or not the annexation qualifies for an extension based on the Customer
30 census after the interim period as discussed in Section 3.1.2.3, and, if so, the new termination
31 date of the Contract;
- 32 • If the annexation does not warrant an extension, the MOU will report the status of the official
33 count of Single Family Residences annexed to the City as of the date of the most recent
34 annexation.

35 **3.1.3 Unimproved Alleys/Private Roads/Carry-out Service**

36
37 The Contractor shall provide Curbside service to all Residences located on Private Roads, except as
38 noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are
39 prohibited on Private Roads. The Contractor shall maintain and use appropriately-sized vehicles when
40 necessary to allow the servicing of difficult-to-access locations.
41

1 In the event that the Contractor believes that a Private Road cannot be safely negotiated or that
2 providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to
3 distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and
4 make a determination of the best approach for providing safe and appropriate service to the Customer.
5 The City's determination shall be final, provided that the Contractor shall not be required to endanger
6 workers, equipment, or property.

8 If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor
9 shall inform the respective Customer(s) and may require a road damage waiver agreement in a form
10 previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage
11 waiver, the Contractor shall inform the City of the situation, and the Customer(s) will only be serviced
12 from the closest Public Road access unless a different resolution is directed by the City.

14 The Contractor shall collect Single-Family Recyclables and Organics from Residential Customers at the
15 same location as Garbage service is collected. If carry-out service is provided for Garbage to Single-
16 Family Customers qualifying under the HELICO program, then carry-out service (including drive-ins,
17 carry-outs and special disabled service) shall also be provided for Recyclables at no additional
18 compensation to the Contractor. The Contractor will not be required to enter any Residence in the
19 course of providing daily carry-out service.

20 **3.1.4 Hours/Days of Collection**

22 All collections from Single-family Residential Customers and Residential zones, including Mixed-use
23 Buildings shall be made between the hours of 6:30 a.m. and 6:30 p.m. on a consistent weekday, unless
24 the Director authorizes a temporary or permanent extension of hours or days. If Customer complaints
25 are received by the City or the Contractor regarding the 6:30 a.m. start, the Contractor shall re-sequence
26 the route to accommodate that Customer. Same-day make-up collections for customers notifying the
27 Contractor of a missed collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday collection is
28 allowed to the extent consistent with missed collection recovery, holiday and inclement weather
29 schedules.

31 All collections from Commercial Customers may be made between the hours of 4:00 a.m. (3:00 a.m. in
32 heavy industrial area such as the Port of Vancouver) and 5:00 p.m. Monday through Sunday, provided
33 that service to those Customers shall neither disturb Residential Customers in adjoining Residential
34 zoned areas, nor violate the noise provisions of the Vancouver Municipal Code, as amended. Collections
35 from Commercial Customers within audible distance of Residential Customers shall be made only during
36 Residential collection hours, and no earlier than 9:00 a.m. on weekends. Exemptions to the hour
37 requirements may be granted in writing in advance by the Director to accommodate the special needs
38 of Commercial Customers where allowed by the Vancouver Municipal Code. The City's noise ordinance,
39 as amended, may further restrict these terms and hours of collection.

41 **3.1.5 Contractor Performance**

43 The Contractor and its officers, employees, agents and subcontractors shall perform every act or service
44 to be performed under the Contract in a skillful and competent manner in accordance with the
45 recognized standards of the solid waste collection, transportation and recycling industries. The
46 Contractor shall be responsible to the City for any errors, deficiencies or failure to perform its obligation
47 under the Contract.

1 The Contractor's employees and agents shall be courteous, refrain from loud or obscene language,
2 exercise due care, perform their work without delay, minimize noise, and avoid damage to public or
3 private property. If on private property, employees shall follow the regular pedestrian walkways and
4 paths, returning to the street after replacing empty Receptacles. Employees and agents of the
5 Contractor shall not trespass or loiter; cross flowerbeds, hedges, or property to adjoining premises; or
6 disturb property that is not necessary to carry out the Contractor's obligations under this Contract.
7 While performing work under the Contract, employees and agents of the Contractor shall wear a
8 Director-approved professional and presentable uniform with an identifying badge or emblem visible to
9 the average observer.

10 If any person employed or retained by the Contractor to perform any services required under this
11 Contract is, in the opinion of the Director, incompetent, disorderly or otherwise unsatisfactory, the
12 Director shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and
13 transmit the documentation to the Contractor with a demand that such conduct be corrected. The
14 Contractor shall investigate any complaint from the Director regarding any unsatisfactory performance
15 by any of the Contractor's employees or agents. If the conduct that is the subject of a complaint is
16 repeated, the Director may require that the person be prohibited from performing any additional work
17 under this Contract. If the Director requests that a person be prohibited from performing services
18 required under this Contract, the Contractor shall take all steps necessary to carry out the Director's
19 request within three business days following notice from the Director. However, if the Director
20 reasonably believes that an emergency exists and so notifies the Contractor in writing, any personnel
21 unsatisfactory to the Director shall be replaced immediately.

22 Upon request by the City, the Contractor shall submit to the Director all sections of its employee
23 handbook and any other employment agreements that are relevant to the Contract.

24 **3.1.6 HELICO Service**

26 The Contractor shall provide HELICO Service when no resident of the household is capable of moving
27 Receptacles for garbage, recycling and/or yard debris collection to the Curb due to physical handicap,
28 disability, age or infirmity. The additional costs of serving Customers receiving HELICO Service are,
29 included in the rates charged to all Customers, no additional compensation shall be paid.

30 Promotional information provided to each Residence in the City shall include a description of the HELICO
31 Service and information on how to apply for HELICO Service.

32 The Contractor shall manage the HELICO certification process in accordance with Vancouver Municipal
33 Code Section 6.12 and in a manner acceptable to the Director. The Contractor shall screen applicants
34 based on criteria approved by the Director.

35 **3.1.7 Holiday Schedules**

37 The Contractor shall not provide collection services on New Year's Day, Thanksgiving, or Christmas Day
38 (collectively, "holidays"). Instead, collection services shall be provided on the following day, with the
39 following day's collection services provided on the next day, and so forth, ending with Friday's collection
40 on Saturday. When a holiday falls on a weekend, the collection schedule for the following week shall
41 remain unchanged.

1 The Contractor shall be responsible for public education related to holiday schedules, including the
2 discussion of holiday policies in written materials and press releases prior to holidays. At a minimum,
3 the Contractor shall issue a press release prior to holidays to all major local media describing the
4 schedule changes. The Contractor shall receive prior approval from the City for its holiday schedule
5 communication plans.

6 **3.1.8 Inclement Weather**

7
8 When weather conditions are such that the Contractor's collection of Garbage, Recyclables and Organics
9 would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect
10 only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor
11 shall notify the Director, on the same business day, of the areas not served as a result of inclement
12 weather. The Contractor shall coordinate inclement weather decisions with City and County Staff and
13 other contractors providing collection services in the City if pertinent. The Contractor shall have the
14 lead in notifying, by automated phone calls or text messaging, Customers on routes experiencing delays
15 and shall coordinate with City and County staff in developing and communicating messages to the
16 broader community in response to weather related service disruptions.

17 The Contractor shall collect Garbage, Recyclables and Organics from Customers whose service was
18 interrupted as soon as weather conditions no longer pose a danger to life or property. Following a
19 service interruption because of inclement weather, the Contractor shall use additional collection shifts
20 and Saturday collections if needed to collect all Garbage, Recyclables and Organics from Residential and
21 Commercial Customers whose service was interrupted. Service recovery will be prioritized to ensure
22 that critical facilities (such as hospitals, long-term care facilities, etc.) receive service as soon as possible.
23 The Contractor shall collect reasonable accumulated amounts of Garbage, Recyclables and Organics
24 from Customers at no extra charge.

25 In the event that collection services are interrupted for two or more collection cycles for one or more
26 Single-family Residential Customers, the Contractor shall work with the City to ensure that service
27 alternatives are provided to affected Customers for the affected material streams with no extra charge
28 assessed for such temporary service.

29 All holiday and weather policies shall be included in the informational brochure that shall be provided to
30 all owner/managers and tenants, Single Family Residences, and Commercial Customers.

31 **3.1.9 Suspending Collection from Certain Customers**

32
33 The Contractor may deny or discontinue service to a residential or commercial Customer only if the
34 Director at his or her reasonable discretion, determines that the Customer's acts or omissions warrant
35 the denial or discontinuance of service and the Director provides the Contractor with written approval
36 to discontinue service to such customer. An account must be 60 days or more past due before the
37 Director may provide approval to discontinue service. Upon written approval, the Contractor may
38 discontinue service to a customer only after it has provided at least 10 business days prior written notice
39 to the affected Customer and property owner, if the property owner is not the customer.

40 The Contractor shall not initiate collection agency procedures on accounts prior to their becoming 60
41 days past due, but may use other traditional collection notifications by telephone or in writing 30 days
42 after the initial invoice. The Contractor is allowed to pursue any lawful remedies, including debt

collection services, to collect funds due for services provided to Customers after they have become 60 days past due. If a Residential Customer is unable to pay for all services received, the Contractor shall make a good faith effort to develop a mutually satisfactory payment plan and/or shift the Customer to the least expensive service level before the Contractor initiates collection agency procedures or seeks approval from the Director to discontinue services.

The Contractor shall restart a stopped Customer's service on the next regularly scheduled service day upon Customer request once the account is paid in full or satisfactory payment arrangements have been made between the Contractor and the Customer. The Contractor shall also restart a stopped Customer's service upon request from the Director for health and safety reasons. If the Director requests restart of service for health and safety reasons, the Contractor may be compensated by the City for one-half of the cost of the service requested until the Customer is able to pay or other arrangements are made.

3.1.10 Missed Collections

If Garbage, Recyclables, or Organics are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection, in accordance with the Contamination Reduction Plan. Failure to provide proper written notification to Customers 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 Organics that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one working day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 a.m. the following business day, the missed pick-up shall be collected that same day, provided that the Contractor may ask Customers contacted on a Saturday whether Monday collection would be acceptable, at the Customer's option. 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 3.3.4).

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 Receptacles were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

3.1.11 Same Day Collection

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

3.1.12 Recyclable and Compostable Material Quality Assurance

{012819DRAFT.DOCX.}City of Vancouver

Comprehensive Garbage, Recyclables, and Organics Collection Services Contract

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2019

1
2 Concurrently with the start of this Contract, the Contractor shall implement a Contamination Reduction
3 Plan for Recyclables and Organics consistent with industry best management practices, as described in
4 Exhibit E for tagging, probationary periods, material rejection, and suspension of service. The
5 Contamination Reduction Plan will address thresholds for when contamination levels trigger Customer
6 contact, when to place a Customer on service probation for possible discontinued collection, when to
7 suspend collection service and remove the subject Carts or Receptacles, and finally but not limited to,
8 procedures to allow a Customer to reinstate and resume service after it has been suspended after
9 following established contamination protocols. The Contractor shall implement the Contamination
10 Reduction Plan consistently for all Customers and shall notify the City via email of any Customer being
11 handled under the protocol. The City and Contractor shall mutually negotiate and agree on a process
12 reflecting current best management practices used regionally for route monitoring for both Single-
13 family Residential and Commercial/Multifamily sectors.

14
15 The Contractor and City shall annually review and update these procedures to ensure that
16 contamination problems are addressed promptly, fairly and consistently for all sectors. No later than
17 November 1st of each year of the Contract, the Contractor and/or City shall propose any desired changes
18 to the Contamination Reduction Plan for the following calendar year. The Contractor and City shall
19 mutually agree upon changes to the plan by December 31st of each year to continuously improve
20 material quality.

21
22 The City reserves the right to engage in product stewardship, waste prevention activities, regional
23 planning, and/or respond to changing commodity market conditions which may result in one or more
24 materials being removed from the Exhibit C list.

25
26 The same collection vehicle may collect Garbage and either Organics and/or Recyclables only if the truck
27 body is designed for co-collection and provides two distinct compartments that prevent Organics or
28 Recyclables from coming into contact with Garbage or any liquids. Trucks used sequentially for more
29 than one collection stream shall be thoroughly cleaned between loads to prevent cross-contamination.
30 The Contractor's use of co-collection vehicles must be approved, in advance, by the Director.

31 **3.1.13 Routing, Notification and Approval**

32
33 The Contractor shall indicate, on a map or maps acceptable to the Director, the day of the week that
34 Residential Garbage, Recyclables and Organics are collected. The Contractor shall also provide to the
35 City, on request, a list of all Customers sorted by street address and a separate list sorted by route, day
36 and sequential collection order.

37 The Contractor may modify its collection schedule by giving notice to the City at least 30 days before the
38 effective date of the proposed change. Upon Director approval, the Contractor shall provide affected
39 Customers with at least 14 days' notice of pending changes in collection schedules, including both
40 mailed notices and notices affixed to Customer Receptacles. The proposed change and the form of
41 notice to the Customer must be approved by the Director.

42 **3.1.14 Collection Vehicles**

43
44 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide
45 service to all Customers, regardless of location. In some cases, this may mean that a small collection

1 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make
2 such vehicles available as necessary to ensure smooth and effective collection services throughout the
3 Service Area.
4

5 **3.1.14.1 Vehicle Age**

6
7 The Contractor shall use collection vehicles no greater than fifteen (15) years old, based on chassis
8 model year, for Garbage, Recyclables, and Organics collection services performed under this Contract.
9 Back-up vehicles used fewer than sixty (60) operating days a calendar year shall not be subject to the
10 age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and
11 shall be subject to all other conditions of this section. The Director may approve an extension to these
12 time limits at their sole discretion. The accumulated annual use of individual back-up vehicles shall be
13 reported in the Contractor's monthly report.
14

15 **3.1.14.2 Vehicle Labeling**

16
17 No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer
18 service telephone number, and website address, unless otherwise previously approved in writing by the
19 City. Special promotional messages may be permitted by the City; provided they are either painted
20 directly on vehicles or on special placards attached to vehicles. The City's approval shall be in writing
21 and solely within the City's discretion. The vehicle inventory number shall be displayed adjacent to this
22 message and will show, in lettering at least 6" high, an abbreviated truck designation number specific to
23 the City. For example, V-1, V-2, etc. limited to a two digit letter and numeral to aid in rapid
24 identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition
25 related to specific vehicles. The City will provide the Contractor with policy timelines for reporting spills
26 versus driving complaints to the City and other agencies requiring this type of reporting. Spills should
27 be reported immediately to the City as directed by the City's reporting policies, which will be provided to
28 the Contractor by the City.
29

30 **3.1.14.3 Vehicle Maintenance**

31
32 Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least
33 once each week. All collection equipment shall have appropriate safety markings, including all highway
34 lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current
35 statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles
36 shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and
37 systems of the collection vehicles shall operate properly and be maintained in a condition compliant
38 with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All
39 vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.
40

41 The Contractor shall complete a full safety and emissions inspection of each vehicle used to perform
42 services under this Contract at least once a year. The Contractor shall have emission testing performed
43 on collection vehicles in accordance with applicable law. The inspection shall be documented and
44 signed by the inspecting mechanic. Inspection records shall be made available, on request, to City
45 representatives.

1 The Contractor shall maintain collection vehicles and Receptacles to ensure that no liquid wastes (e.g.,
2 Garbage or Organics leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer
3 premises or streets. All collection and route supervisor vehicles used by the Contractor shall be
4 equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle.
5 Any equipment not meeting these standards shall not be used within the Service Area until repairs are
6 made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Receptacles
7 prior to them being removed from service shall be cleaned up or removed within three (3) hours of
8 being noticed by route staff, customers, or the City, and shall be remediated by the Contractor at its sole
9 expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or
10 removal shall be provided to the City in writing. The Contractor shall immediately notify the City-
11 designated spill hotline of any spills that enter drainages. Failure by the Contractor to clean-up or
12 remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance
13 fees, as described in Section 5.1. The Contractor shall notify the City and the Customer of any leakage
14 from non-Contractor-owned Receptacles immediately so that those spills may be addressed in a timely
15 manner.

16
17 The Contractor's vehicle washing equipment, facilities and practices shall comply with jurisdictional
18 permitting requirements and other state and federal pollution control standards.

19 **3.1.14.4 Vehicle Communications**

20
21 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way
22 communication equipment. The Contractor shall maintain a base station or have equipment capable of
23 reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as
24 route-recording cameras integrated with their on-board route management system.

25
26 All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board
27 computer and data tracking system to track route progress and log non-set-outs, extras, and other
28 service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's
29 drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to
30 the Contractor's Customer service database no less than every four hours to allow Customer service
31 personnel to be fully apprised of route progress, and be able to address misses and other Customer
32 inquiries in near real-time.

33 34 **3.1.14.5 Restrictions on Contract Vehicle Use**

35
36 The Contractor shall use vehicles designated for collection operations within the City only for Contract
37 activities and is prohibited from using those vehicles for collection of materials in other jurisdictions
38 without prior notification to the City and specific written permission for each event from the Director.
39 In the event that permission is granted for such use, the vehicle shall be completely emptied and the
40 Contractor shall clean the vehicle of loose or dislodged wastes prior to any use for City Contract
41 operations.

42 43 **3.1.15 Receptacle Requirements and Ownership**

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

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

In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Receptacles.

The Receptacles shall remain the property of Contractor during the Contract term; however, Customers shall have care, custody and control of the Receptacles while at the service locations. Customers shall not overload (by weight or volume), alter the Receptacles, and shall use the Receptacles only for their proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection day.

3.1.15.1 Garbage, Recyclables, and Organics Carts, and Glass Bins

The Contractor shall provide 20-, 32-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, and 32-, 48-, 64-, and 96-gallon Recyclables Carts, and 20-, 32-, 64- and 96-gallon Organics Carts for the respective level of Recyclables or Organics collection (provided that Multifamily Complex and Commercial Organics collection shall be limited to 32- and 64-gallon Carts). Glass Bins shall be distributed with all Single-family Recyclables Carts. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate an embedded or hot stamped or other acceptable label clearly detailing targeted materials for the collection stream. Carts shall be provided to requesting Customers within seven (7) days of the Customer’s initial request. All Carts must have materials preparation instructions and telephone and website contact information printed on the lid either embossed or with a sticker.

All Contractor-provided Carts and Glass Bins 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 (except for Glass Bins); and be equipped with an anti-skid device or sufficient surface area on the bottom of the Receptacle to prevent unwanted movement. The Carts and Glass Bins shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Receptacle causing the Receptacle to melt), and procedures to follow to minimize potential fire problems.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Organics) and Recycling Bins, and forward written or electronic repair notices that same day to the Contractor’s service personnel. Repairs shall then be made within seven (7) days at the Contractor’s expense. Any Cart or Glass Bin that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or the City. In the event that a Cart and Glass Bin is

inadvertently lost into a collection vehicle during collection due to mechanical or operator error, Customers shall be notified on the same day of the incident and a replacement cart shall be provided within one working day of the loss. Replacement Carts and Glass Bins may be used and reconditioned, but shall be presentable and cleaned before delivered to the Customer. Unusable Carts and Glass Bins shall be cleaned (if necessary) and recycled to the extent possible.

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

3.1.15.2 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, except in cases where an existing Receptacle is being swapped with another in which case the swap may occur on the Customer's next regularly scheduled collection day. Receptacles shall be located on the premises in compliance with any related ordinances, and a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Receptacle service in accordance with city directed rates. The Contractor may not charge Customers any fees, charges, rates, or any expenses in connection with Drop-box Receptacle service other than those ancillary fees and rental rates directed by the City.

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

The Contractor shall contact the City's Fire Department and obtain a determination concerning the conditions under which plastic Detachable Containers may be used. The Contractor may use plastic Detachable Containers at all locations where allowed by the City's Fire Department to minimize noise impacts. Each plastic Detachable Container shall be marked with an additional sticker warning Customers and the Contractor's staff where the Receptacle may not be placed as determined by Vancouver's Fire Department.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide an On-call Receptacle cleaning service to Customers. The costs of On-call cleaning shall be billed to the Customer as directed by the City.

As between the Contractor and the City, placement and servicing of all Receptacles on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one

1 working day any Receptacle that was supplied by or taken over by the Contractor and was in use if the
2 City Code Compliance Inspector, Clark County Health Department inspector, or other agent having
3 safety or health jurisdiction determines that the Receptacle fails to comply with reasonable standards or
4 constitutes a health or safety hazard. The Contractor shall place Detachable Containers in areas mutually
5 agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For
6 Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills,
7 the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable
8 Containers are not left unattended in potentially problematic staging areas and are sufficiently
9 restrained such that the Receptacle may not roll and cause harm to persons or property. The Contractor
10 may require a Customer to attend to the Receptacles immediately prior to and after collection. Any
11 disputes arising between the Contractor and a Customer as to what constitutes a “significantly sloped
12 hill” or a “safety hazard” shall be submitted in writing to the City, and the City’s decision shall be final.
13 Receptacles shall be replaced after emptying in the same location as found, with the lid closed.

14
15 The Contractor shall be required to collect only Customer-owned Detachable Containers and Drop-boxes
16 that are compatible with the Contractor’s equipment and are maintained by the Customer in a safe
17 condition.

18 19 **3.1.15.3 Ownership**

20
21 At the end of the Contract term or in the event the Contract is terminated for any reason, all
22 Receptacles used by the Contractor to provide Contract collection services, shall, at the option of the
23 City, revert to City ownership without further compensation to the Contractor. Receptacles held in
24 reserve at the Contractor’s yard and not actively in service at a Customer location and temporary Drop
25 Box Containers, those boxes that are delivered to and removed from a customer’s location within 90
26 days, are excluded from this provision.

27
28 Upon written notice to the Contractor, the City may elect to assign this potential ownership of said
29 Receptacles to a third-party. Any remaining warranties associated with the Receptacles described herein
30 shall be transferred to the City or the City’s assignee.

31
32 The City in advance accepts all such Receptacles in their “as-is, where-is” condition and without any
33 express or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY
34 WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As
35 between the City and the Contractor, the City assumes all risks of loss or liability on account of the City’s
36 exercising of its rights under this Section 3.1.15.3 or any use made of any such Receptacles after they
37 become the property of the City or assignee of the City.

38 39 **3.1.15.4 Receptacle Colors and Labeling**

40
41 Contractor-provided Receptacles used for the collection of Recyclables, shall be blue. Contractor-
42 provided Receptacles used for the collection of Organics shall be teal. Contractor-provided Receptacles
43 used for the collection of Garbage shall be gray. Specific Receptacle colors and shades shall be approved
44 in writing by the City prior to the Contractor’s order of new Receptacles. The Contractor shall clean,
45 repaint, and label existing Detachable Containers no later than twelve (12) months after the Date of
46 Commencement of Service.

1 All Receptacles shall be labeled with instructional information and contact information that include both
2 a customer service phone number and website address. All labels shall be approved by the City prior to
3 ordering by the Contractor. Location of the label on Receptacles shall be subject to the City's prior
4 approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should
5 any changes be made to the Garbage, Recycling, or Organics collection program, the Contractor at their
6 sole expense shall reproduce and reaffix labels on all Receptacles.

8 All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection
9 shall have materials preparation instructions and telephone/contact information, including both a
10 customer service phone number and a website address, printed on a sticker or embedded hot stamp if
11 plastic, and subject to the prior written approval of the City. Information shall be printed in a size that is
12 easily read by the users, on durable UV-resistant label stock squarely affixed to each Receptacle. All
13 labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label
14 on the Receptacles shall be subject to the City's prior written approval.

16 Receptacles used for Multifamily Complex and Commercial Recyclables or Organics collection shall be
17 relabeled by the Contractor as needed or upon Customer or the City's request for any individual
18 Receptacle.

20 **3.1.15.5 Receptacle Weights**

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

27 For manually loaded bags, bundles, or Cans, the total weight shall not exceed fifty (50) pounds per item.

29 **3.1.15.6 Receptacle Removal Upon City or Customer Request**

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

40 **3.1.16 Inventory of Vehicles and Facilities**

42 The Contractor shall provide to the City, prior to the Date of Commencement of Service of this Contract,
43 a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract.
44 The inventory shall include each vehicle (including chassis model year, type of body, material collected,
45 capacity, model, and vehicle identification number) and each facility to be used in performance of this
46 Contract (including address and purpose of the facility). The Contractor may change vehicles and
47 facilities from time to time, and shall include the revised inventory in the monthly report provided for in

1 Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this
2 Contract at least equal to those levels described in the initial inventory.

3 4 **3.1.17 Spillage**

5
6 All loads collected by the Contractor shall be completely contained in collection vehicles at all times,
7 except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared
8 frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage along a route or in
9 transit to an approved facility.

10
11 Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during
12 collection shall be immediately cleaned up or removed by the Contractor at its sole expense. The
13 Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or
14 removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned
15 up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1 and
16 may be subject to fines. Should a leakage or spillage occur during collection, Contractor shall notify the
17 City immediately on its designated spill hotline and, likewise, expressly acknowledges it is solely
18 responsible for any local, state, or federal violations, which may result from said leakage or spillage.

19
20 Any leakage or spillage of materials that occurs during collection that is reported by Customers or the
21 City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor
22 shall document the reported leak or spillage, who reported the incident, and measures made to correct
23 the incident and report this information via e-mail to the Contract administrator within three (3) hours.
24 Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

25
26 Any Contractor-supplied Receptacle determined by the City to be leaking shall be replaced by the
27 Contractor within one working day of notification from the City. Failure of the Contractor to comply shall
28 be cause for performance fees, as described in Section 5.1.

29 30 **3.1.18 Pilot Programs**

31
32 The City may wish to test and/or implement one or more new services or developments in waste stream
33 segregation, materials processing, or collection technology at some point during the term of this
34 Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its
35 intention to implement a pilot program or of its intentions to utilize a new technology system on a city-
36 wide basis, in particular areas (such as City Core Areas) or as negotiated between the City and
37 Contractor. The costs (or savings) accrued by city-initiated pilot programs shall be negotiated prior to
38 implementation and detailed in a Memorandum of Understanding. If the City deems the pilot a success,
39 and desires to incorporate the service or development represented in the pilot program in the terms of
40 this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with
41 Section 7.13 to include the provisions of the pilot program into this Contract, including any costs or
42 savings to be accrued.

43
44 Contractor-initiated pilot programs shall require prior written notification to and written approval by the
45 City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the
46 Contractor's Customers; however, savings accrued may be subject to negotiations prior to
47 implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported

1 to the City in the monthly reports described in Section 3.3.4.1. The Contractor shall not be required to
2 test or implement any pilot program, new technology, service or development unless the terms and
3 conditions thereof (including any savings or additional compensation to Contractor) have been mutually
4 agreed in writing by the City and Contractor.

5 6 **3.1.19 Disruption Due to Construction**

7
8 The City reserves the right to construct any improvement or to permit any such construction in any
9 street or alley in such manner as the City may direct, which may have the effect for a time of preventing
10 the Contractor from traveling the accustomed route or routes for collection. However, the Contractor
11 and the City shall develop a reasonable workaround to enable the Contractor to continue to collect
12 Garbage, Recyclables, and Organics to the nearest extent possible as though no interference existed
13 upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the
14 Contractor's Customers.

15 16 **3.1.20 Contractor Planning and Performance Under Labor Disruption**

17
18 No later than ninety (90) days prior to the expiration of any labor agreement associated with services
19 performed under this Contract, the Contractor shall provide the City with its planned response to labor
20 actions that could compromise the Contractor's performance under this Contract. The Contractor-
21 prepared Strike Contingency Plan shall address in detail:

- 22
23 1. The Contractor's specific staffing plan to cover Contract services, including identification of staff
24 resources moved from out-of-area operations and the use of local management staff to provide
25 basic services. The staffing plan shall be sufficient to provide recovery of full operations within
26 one week following the initiation of the disruption.
- 27
28 2. Contingency training plans to ensure that replacement and management staff operating routes
29 are able to continue to collect route data and follow collection and material delivery procedures
30 for all material streams collected from Customers.
- 31
32 3. Identification of temporary Drop-box Containers or staffed packer truck locations or access to
33 transfer station(s) that will be available to Customers without charge for all material streams.
34 For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall
35 list the property owner/lessee's contact information and the date on which permission for
36 temporary use was received. The City shall review these locations, after which the City shall
37 approve or deny in writing use of specific locations.
- 38
39 4. A recovery plan to address how materials will be collected in the event of a short-notice
40 disruption that does not allow the Contractor to collect all materials on their regular schedule
41 (e.g. a wildcat strike) within one week following the initiation of the disruption.

42
43 The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis,
44 specifically during the period surrounding the end of employee contracts with Contractor employees. In
45 the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall
46 inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as
47 well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the

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

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week. The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

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

3.1.21 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. 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 Organics removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables and Organics services or when design modifications/building utilization factors change.

3.1.22 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities whether located on public or private property, including street curbs. If such improvements, facilities, utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the City for repairs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying the City immediately in writing, call the City to inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the Contract. The City shall not be liable for any damage to property or person caused by the actions of the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

3.1.23 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Food Scraps collection) and detailing a specific timeline as to when different activities and events will occur, including details of Receptacle 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

1 Plan shall cover the entire period following the Date of Execution of this Contract, up through and
2 including the six (6) month period following the Date of Commencement of Service. The Contractor shall
3 separately describe in detail what is involved with each of the activities and events listed in the timeline.
4 The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed
5 in the event of inclement weather and what contingency plans will be in place to accelerate
6 implementation if Receptacle delivery or other planned activities are impacted by inclement weather.

7
8 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,
9 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs
10 associated with the website ordering services, and of all new and continuing service and educational
11 materials described above and needed to comply with the Transition and Implementation Plan outreach
12 described in this section of the Contract.

13
14 Any additional promotional, educational, informational, and outreach materials provided by the
15 Contractor to Customers in connection with the initial transition and implementation of the Contract
16 shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the
17 City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's
18 final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review
19 any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow
20 sufficient time for the City prior review and written approval.

21 22 **3.1.24 Performance Review**

23
24 The City may, at its option, and upon reasonable notice to the Contractor, conduct periodic or ad hoc
25 reviews of the Contractor's performance under this Contract. If conducted, the performance review
26 shall include, but is not limited, to a review of the Contractor's performance relative to requirements
27 and standards established in this Contract, including Customer service standards. The Contractor agrees
28 to fully cooperate with the performance review and work with City staff and consultants to ensure a
29 timely and complete review process.

30
31 The results of the performance review shall be presented to the Contractor within thirty (30) days of
32 completion. Should the City determine that the Contractor fails to meet the Contract performance
33 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The
34 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's
35 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the
36 Contractor additional time to comply, accept other remedies for the service failure or proceed with the
37 contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.

38
39 The costs of the development and implementation of any action plan required under this Section 3.1.24
40 or Section 5.1 for the purpose of addressing failures on the part of the Contractor to perform in
41 accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and
42 the costs of developing or implementing such action plan may not be passed on to Customers or the
43 City, or included in rates or fees charged Customers.

44
45 The City may, at its option, and upon reasonable notice to the Contractor, design and implement an
46 alternative annual Contract compliance monitoring program with or without Contractor performance
47 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good

1 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance
2 data. The City shall bear the costs of staff, City-retained consultants and performance incentives (if
3 used) and the Contractor shall bear the costs of staff and route costs to perform the monitoring.
4

5 **3.1.25 Continual Monitoring and Evaluation of Operations**

6

7 The Contractor's supervisory and management staff shall be available to meet with the City at either the
8 Contractor's office or City staff's office location, at the City's option, on a weekly basis during the first six
9 months of the contract and monthly throughout the term of the Contract to discuss operational and
10 Contract issues.
11

12 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the
13 provisions of this Contract is maintained.
14

15 The City may periodically monitor collection system parameters such as participation, Receptacle
16 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with
17 the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize
18 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access
19 to equipment, processing and composting facilities, route and Customer service data, safety records,
20 subcontracts and other applicable information. The City's review of Contractor activities and records
21 shall occur during normal office hours and shall be supervised by the Contractor's staff.
22

23 **3.1.26 Transport and Delivery of Materials**

24

25 The Contractor is prohibited from landfill disposal or incineration of collected Recyclables or Organics,
26 and from marketing materials that will be landfilled or incinerated. Violation of these Contract
27 provisions may result in performance fees consistent with Section 5.1 or may be cause for termination
28 of this Contract.
29

30 The Contractor shall clean trucks of loose or dislodged wastes prior to leaving the tipping floor and all
31 trucks shall be fully emptied at the end of each day so that routes on the following collection day start
32 with empty vehicles.
33

34 Unacceptable materials, such as Hazardous Waste or infectious waste, will be rejected by the designated
35 Processors and shall be returned to the generator by the Contractor, if possible, or lawfully disposed at
36 another properly permitted location if not accepted for disposal at the designated Processing site. The
37 generator of the Hazardous Waste or infectious waste shall be responsible for payment of proper
38 disposal fees. If the Contractor is unable to locate the generator, the Contractor shall be responsible for
39 payment of proper disposal fees.

40 **3.1.26.1 Garbage**

41

42 The Contractor shall deliver all Garbage to the West Van Materials Recovery Center or Central Transfer
43 and Recycling Center unless prior written approval for delivery to another location is granted by the
44 Director. The Contractor shall pay all disposal charges and taxes for Contractor-delivered Garbage.

45 **3.1.26.2 Recyclables**

46

1 The Contractor shall deliver all Recyclables to the City's designated Processor:

2 Columbia Resources Company
3 West Van Materials Recovery Center
4 6307 NW Lower River Road
5 (360) 737-1727

6 In the event of an emergency related facility shut down of West Van Materials Recovery Center, upon
7 prior verbal approval from the City Director, an alternate Processing site acceptable to the Director may
8 be used.

9 The City retains the right to designate other or additional Processors located within a 10-mile radius of
10 the West Van Materials Recovery Facility at Lower River Road, Vancouver for replacement sites and
11 within a fifteen-mile radius for additional sites. However, in no case will the Contractor be required to
12 deliver Recyclables contained in an individual collection vehicle to more than one Processor site.

13 The quality standards and permitted contamination levels for delivered Recyclables shall be based on
14 current industry standard requirements, and may change from time to time as market conditions and
15 industry standards change. Details regarding the standards, and permitted contamination levels, shall be
16 determined by the Contractor and the Processor with the Director's reasonable approval. If the
17 Contractor and Processor are unable to agree on any standards or contamination levels, the City
18 Director shall arbitrate the dispute and the City Director's decision shall be final.

19 Portions of loads in excess of permissible contamination levels may be rejected upon delivery. Rejected
20 loads will be segregated by the Processor. The Processor will document contamination and notify the
21 Contractor immediately. The Contractor will process the load and re-deliver or will pay disposal fees at
22 the normal rate charged by the Processor for the portion of the load rejected. Consistent delivery of
23 loads in excess of permitted contamination levels may be grounds for Contract termination.

24 The City reserves the right to inspect at any time Contractor collection vehicles both on route and at the
25 Processor site to confirm Recyclable material source, quantity and quality

26 **3.1.26.3 Organics**

27
28 The Contractor shall deliver all uncontaminated Organics to Director-approved compost processing
29 Facilities at the Contractor's cost, including any reload and/or transfer costs. The Contractor's selected
30 composting facility shall be in compliance with all relevant laws, standards and permits, evidence of
31 which shall be provided to the City upon request. The disposal of contaminants separated during
32 Organics processing is acceptable to the extent that it is unavoidable and consistent with industry
33 standards.

34 **3.1.27 Mandatory Collection Enforcement**

35
36 Subscription to Garbage collection service is mandatory for City Residences, and collection services must
37 be provided by Contractor, except as herein provided. Commercial Customers may self-haul, provided
38 such self-haul is accomplished by employees using equipment owned by the Commercial enterprise. In
39 all other cases, Commercial Customers requiring Garbage service must subscribe to service provided by
40 the Contractor.

1 The Contractor will have primary responsibility for informing Customers of their service-level options
2 and each potential Customer's responsibility to subscribe for collection service under applicable City
3 ordinance. The City and Contractor shall develop and implement a memorandum of understanding to
4 establish roles and responsibilities for enforcing the City's mandatory collection system. The
5 memorandum of understanding shall be reviewed and updated upon the request of either Party to
6 reflect code or other changes that may occur from time to time.

7 The City will attempt to enforce its ordinances with respect to Garbage collection. However, the City
8 shall not incur any liability for failing to enforce any applicable legal requirements.
9

10 **3.1.28 Emergency Response**

11

12 The Contractor shall provide the City with the use of the Contractor's labor and equipment for
13 assistance in the event of a disaster or emergency declaration. Contractor services shall be provided
14 immediately upon City directions and paid at the Contract rates in Exhibit B. At the City's option, other
15 Contractor assistance/support, beyond that of the Contractor may be engaged to address the collection,
16 delivery and disposal of disaster debris as outlined in the Clark County Regional Disaster Debris
17 Management plan. The Contractor's primary role in such an instance is to restore and return to normal,
18 ongoing Garbage, Recyclables, and Organics collection operations.
19

20 The Contractor shall keep full and complete records and documentation of all costs incurred in
21 connection with disaster or emergency response, and include such information in the monthly and
22 annual reports required under Section 3.3.4. The Contractor shall maintain such records and
23 documentation in accordance with the City's prior written approval and any standards established by
24 the Federal Emergency Management Agency and/or the Washington Division of Emergency
25 Management, and at the City's request, shall assist the City in developing any reports or applications
26 necessary to seek federal assistance during or after a federally-declared disaster.
27

28 **3.2 Collection Services**

29

30 **3.2.1 Single-Family Residence Garbage Collection**

31

32 **3.2.1.1 Subject Materials**

33

34 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence
35 Customers in, and adjacent to Cans, bags, and Garbage Carts. The Contractor shall offer carry-out
36 service to HELICO Customers at extra or no charge (per Section 3.1.6) as well as those Customers who
37 choose to pay for the additional service.
38

3.2.1.2 Receptacles

The Contractor shall provide collection Receptacles to Customers at no charge. Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's request.

3.2.1.3 Specific Collection Requirements

The Contractor shall offer weekly, every-other-week, and monthly collection of the following service levels:

1. One 20-gallon Garbage Cart;
2. One 32-gallon Garbage Cart;
3. One 64-gallon Garbage Cart; and
4. One 96-gallon Garbage Cart.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Receptacles to reach the collection vehicle at its nearest point of access. Garbage in excess of Receptacle capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers, including property owners/managers who are account holders, shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than one working day prior to that Customer's regular collection.

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 crews shall make collections in an orderly and quiet manner, and shall return all Receptacles, in an upright position, with lids closed and attached, to their original set out location. The Contractor may tag inappropriately placed Receptacles not placed out in accordance with Vancouver Municipal Code.

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. The Contractor may charge for an overweight Receptacle at the Extra Unit rate, provided that the Receptacle weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Receptacle shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Receptacles, in which case any such Receptacles shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

All Single-Family Residential Customers shall be eligible to receive one On-Call single appliance collection service each year.

3.2.2 Single-Family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, at the current City approved rate, but with the combined cost of Garbage and Recycling services appearing as a single line item on Customer bills. If collection or 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 C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

3.2.2.2 Receptacles

The Contractor shall provide collection Receptacles to Customers at no charge. Each set of Receptacles shall include a Recycling Cart and a Glass Bin. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35-, 48-, or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity.

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

3.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage collection. The every-other-week collection of Recyclables shall be alternated with the every-other-week collection of Organics so that customers are not required to set more than two material streams at the curb for any scheduled collection day. 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 crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Receptacles 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 C 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 C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

Unacceptable materials, such as hazardous or infectious waste, will be rejected by the designated Processors and shall be returned to the generator by the Contractor, if possible, or lawfully disposed at another properly permitted location if not accepted for disposal at the designated Processing site. The generator of the hazardous or infectious waste shall be responsible for payment of proper disposal fees.

1 If the Contractor is unable to locate the generator, the Contractor shall be responsible for payment of
2 proper disposal fees.

3 4 **3.2.3 Single-Family Residence Organics Collection**

5
6 The Contractor shall roll-out the City's new Organics collection program in September, 2019 with
7 collections to start October 1, 2019. During the interim period between the Date of Commencement of
8 Service and September 30, 2019, the Contractor shall continue existing Yard Debris collection services,
9 as provided under the previous contract with the City, including but not limited to the continuation of
10 on-call service option for Yard Debris, Customer service thresholds (base service and extra standards),
11 and rates for Yard Debris collection. Kitchen Food Scraps container delivery to existing and Cart and
12 Kitchen Food Scraps containers to new Organics Customers shall be performed during the last two
13 weeks of September, 2019. Starting October 1, 2019, the new Organics collection program described in
14 the following Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3 shall replace the interim program in place from the
15 Date of Commencement of Service and October 1, 2019.

16 17 **3.2.3.1 Subject Materials**

18
19 Properly-prepared Organics shall be collected every-other-week from all subscribing Single-Family
20 Residence Customers.

21 22 **3.2.3.2 Receptacles**

23
24 The Contractor shall provide Organics Carts to subscribing Customers at no additional charge. The
25 default Organics Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 20-
26 35-, or 64-gallon Organics Carts on request to those Single-Family Residence Customers requiring less
27 capacity than provided by the default Organics Cart.

28
29 Excess Yard Debris material that does not fit in an Organics Cart shall be bundled or placed in Kraft paper
30 bags, reusable plastic bags, or properly labeled Customer-owned Cans. Customers choosing to use their
31 own Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify
32 the Receptacle's contents as "Yard Debris."

33
34 Organics Carts shall be delivered by the Contractor to new subscribers and Customers requesting a
35 replacement Organics Cart within seven (7) days of the Customer's initial request.

36
37 During the program roll-out period in Fall 2019, the Contractor shall provide and distribute to all Single-
38 Family Residence Customers that subscribe to Organics collection a kitchen Food Scrap collection
39 container, previously approved by the City in writing, with a capacity of approximately 9.6 quarts. The
40 Contractor shall include instructional materials, subject to the City's prior written approval, with all
41 kitchen Food Scrap collection container. Distributed Food Scrap collection container shall include at
42 least two biodegradable liner samples, provided at the Contractor's cost. After the program roll-out is
43 completed, the Contractor is not required to procure and provide Food Scrap collection containers to
44 Customers at the Contractor's cost.

45
46 The Contractor shall provide an on-call fee-based Organics Receptacle cleaning service to Customers at
47 the rate provided in Exhibit B.

3.2.3.3 Specific Collection Requirements

Properly prepared Organics shall be collected every-other-week on the same day as each household's Garbage collection. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Organics in excess of 96 gallons may be charged as Organics Extra Units in 32-gallon increments in accordance with Exhibit B.

Organics may be placed in Carts, paper bags, bundles, or labeled Cans next to the initial Organics 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.

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

Multifamily Complex and Commercial Customers shall be categorized separately to determine their proper rate classification. Customers in Mixed-Use Buildings shall be categorized in accordance with Vancouver Municipal Code for the purpose of determining appropriate Garbage and Recyclables service.

3.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or next to Receptacles.

3.2.4.2 Receptacles

Multifamily Complex and Commercial Customers shall be offered a full range of Receptacle and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Receptacles shall be provided to Customers at no charge, except for compacting Receptacles or unless otherwise set forth in this Contract and directed by the City. Contractor shall provide flexibility in billing and account set-up to either offer Multifamily Complexes with Single-Family style services (Carts), where this may be desirable for condominium or similarly designed sites billed bi-monthly, or with a shared service for multiple tenants and billed monthly to the site manager or owner.

Materials in excess of Receptacle capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City, except in the situation for make-up collection following a weather delay or missed collection. 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 Receptacles and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

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

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day (or days if multiple weekly pick-ups) and as close to a consistent time as possible to minimize Customer confusion.

Lock fees, access fees, additional roll-out charges in twenty-five (25) foot increments, and Extra Unit charges for materials loaded so as to lift the Receptacle lid in excess of six (6) inches from the normally closed position may be assessed to Customers who use those services. Customers with hard-to-access Receptacles requiring the Contractor to wait for Customer Receptacle relocation or requiring Contractor's use of specialized equipment for Receptacle relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

The Contractor shall collect in alleys when possible and on streets, parking lots or enclosures when no alleys are present. Detachable Containers shall be replaced in the same location after emptying and shall not block service doors or ramps.

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

3.2.5 Multifamily Complex Recyclables Collection

3.2.5.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily Complex Customers shall be collected with no capacity limit as long as those materials meet acceptance standards.

3.2.5.2 Receptacles

The Contractor shall provide Recycling Receptacles at no additional charge to all Multifamily Complex as part of the Recycling collection service.

The Contractor shall encourage and promote recycling and recommend appropriate Receptacle 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 space or other constraints favor the use of Carts. Receptacles 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 Receptacle 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.

3.2.5.3 Specific Collection Requirements

Multifamily Complex recycling collection shall occur at least weekly or more frequently 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 crews shall make collections in an orderly, non-

disruptive, and quiet manner, and shall return Receptacles after emptying to the same location as found, with their lids closed.

3.2.6 Commercial Recyclables Collection

The pilot program established under the Contractor's previous contract with the City shall be continued with the following revisions:

1. The City shall pay the Contractor \$15.00 per month for each Commercial Customer that has the pilot Recyclables collection service.
2. All Commercial Customers are eligible for the pilot services, including the Contractor's current open market Customers that use service at levels suitable for the pilot.
3. The Contractor shall retain all commodity value and likewise may adjust Customer rates as necessary to reflect that value. The collection program shall operate as a free-market program where the Contractor retains all revenue and bears all costs for Recyclables with no City involvement except for reporting and licensing required under VMC 5.62.
4. The Contractor shall report monthly to the City:
 - a. A list of pilot Commercial Recycling Customers and service levels
 - b. The Contractor's current charges for different levels of services for pilot Customers
 - c. The tonnage of materials collected, by type (commingled or glass)
 - d. The monthly amount due to the Contractor by the City.
5. The City may adjust, cap or discontinue this pilot program upon 90 days written notice to the Contractor, in which case the Contractor may adjust its Commercial Recyclables collection rates as it wishes.

3.2.6.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Commercial Customers, shall be collected as part of the basic Garbage collection services subject to the following limits. Commercial Customers shall be eligible for up to three cubic yards of Recyclables set out per week as part of the City's Commercial recycling program, with additional quantities to be collected by any entity at market rates.

3.2.6.2 Receptacles

The Contractor shall provide Recycling Receptacles at no additional charge to all Commercial Customers requesting Receptacles in any combination of Carts and Detachable Containers up to a total of three cubic yards of capacity.

The Contractor shall encourage and promote recycling and recommend appropriate Receptacle sizes through its site visit and evaluation process. Receptacles 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 Receptacle 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.

3.2.6.3 Specific Collection Requirements

Commercial Recyclables collection shall occur at least weekly or more frequently 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.

3.2.7 Multifamily Complex and Commercial Customer Organics Collection

The Contractor shall provide Cart-based Organics collection services under a subscription model to requesting Multifamily Complexes and Commercial Customers. Those Customers may choose to utilize either the Single-Family Curbside Organics collection program (including the every-other-week collection cycle and the requirement to set out at the Curb) or the more specialized Multifamily Complex and Commercial Customer services described in this Section 3.2.7.

3.2.7.1 Subject Materials

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

3.2.7.2 Receptacles

Receptacles shall be provided to Customers as part of the service at no additional charge. Organics Receptacles shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer's request. The Multifamily Complex and Commercial Customer Organics collection shall be based on Contractor-provision of 32- or 64-gallon Carts. The City and Contractor may expand the service to include Detachable Containers upon mutual agreement.

For Multifamily Complex Customers, each service level shall be provided at each Garbage enclosure/collection site as determined and requested by the Customer.

3.2.7.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Organics collection shall occur up to daily 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 crews shall make collections in an orderly and quiet manner, and shall return Receptacles after emptying to the same location as found, with their lids closed.

Upon Customer request and at an additional monthly fee, Carts shall be lined by the Contractor using a standard garbage bag (not degradable). Carts shall be lined upon initial delivery as well as after each collection cycle. Once emptied into the collection vehicle, the Contractor's collection employee will remove the soiled liner (to be placed in the on-site Garbage receptacle) and securely replace with a new liner for the next collection cycle. The Contractor shall also provide cleaning of Receptacles for each Customer at least once per year at no additional cost.

3.2.8 Drop-box Container Garbage Collection

3.2.8.1 Subject Materials

The Contractor shall provide Drop-box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer, whether one time or ongoing with Contractor- or Customer-owned Drop-box Container.

3.2.8.2 Receptacles

The Contractor shall pay the cost of procuring and providing Garbage Drop-box Containers meeting the standards described in Section 3.1.15.2 Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors. The provision of Drop-box Container compactors is outside of the scope of this Contract and is an open-market activity within the City.

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

3.2.8.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., 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. At the Customer's request, the Contractor shall deliver an empty Drop-box Receptacle to the Customer at the time of collecting the full Drop-box Receptacle. Drop-box Containers shall be delivered to new Customers within one business day of their initial request.

3.2.9 Temporary (Non-Event) Receptacle Customers

The Contractor shall maintain a sufficient Receptacle inventory, including Detachable Containers and Drop-box Containers, to provide delivery of empty Receptacles by the Contractor to temporary Customers within one working day of the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal or processing for Recyclables or Organics. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include embedded Recycling or Organics collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Organics service.

3.2.10 City Services

The Contractor shall provide receptacles and provide weekly or more frequent Garbage, Recyclables and Organics collection to all City-owned municipal facilities as a part of this Agreement. The City shall pay only disposal costs for Garbage collected from City facilities based upon container size and service frequency. The service levels for each City facility listed may be changed at the City's discretion. The initial facility and Container sizes are provided in Exhibit F.

At any time during the Term of this Contract, the City may add up to five City facilities in addition to those listed in Exhibit F. Municipal facilities added during the term of the Contract shall be provided collection at the disposal only rates.

In cases in which Garbage, Recyclables or Organics are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Organics generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor at the disposal only rates. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Organics.

3.2.11 Neighborhood Clean-up Events

The Contractor shall provide support to up to sixty City-sponsored neighborhood clean-up events. At each event, the Contractor shall provide one staffed collection vehicle to accept Garbage, one staffed collection vehicle to accept Yard Debris, and one Drop-Box Container of sufficient size to collect scrap metal. The Contractor shall be responsible for equipment, labor, and delivery. The City shall pay disposal/Processing fees for the collected Garbage and Yard Debris. The Contractor shall remit the proceeds from scrap metal sales to each neighborhood group.

3.2.12 Community Events

The Contractor shall provide seasonal Garbage, Recycling, and Organics services for City-programmed special events, at four City-owned venues (Esther Short Park, Waterfront Park, Marine Park, and David Douglas Park) at no charge to the City or users. Receptacle capacity shall be coordinated with event staff to ensure that sufficient Receptacle capacity and collection frequency is provided by the Contractor. The City shall pay the disposal charges related to Garbage collection for these events.

3.2.13 On-call Bulky Waste Collection

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

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

Customers must place Bulky Waste at the regular Garbage collection location no more than 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.

1 Collection of Multifamily or Commercial route Bulky Waste items shall occur within 24 hours where
2 materials are found to be blocking receptacles or creating congestion within an enclosure. The
3 Contractor shall contact the Customer informing them of the blocking situation and confirming that the
4 Customer will pay the additional charges for item removal or dispose of the Bulky Waste by alternative
5 means. The stop will be re-serviced as soon as the blocking Bulky Waste item(s) have been removed.
6

7 The Contractor shall recycle all metal products, unless another arrangement is approved in writing by
8 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall
9 direct Customers to remove doors from refrigerators and freezers before collection and not to place
10 Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.
11

12 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,
13 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a
14 monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the
15 hours and days specified in Section 3.1.4, with the exception that Saturday or Sunday collection is
16 permissible if it is more convenient for Customers or needed to remove blockage from Multifamily
17 Complex waste management enclosures. The Contractor's crews shall make collections in an orderly,
18 non-disruptive and quiet manner.
19

20 **3.2.14 Special Services for Space-Constrained Customers**

21

22 Commercial and Multifamily Customers with space constraints that limit the size or number of
23 Receptacles, and are located in City Core Areas or otherwise approved by the City, shall be eligible for
24 "space constrained services" subject to the following special conditions: (a) Customers may use Curb
25 collection only when an alley is unavailable and the Container placement is consistent with the relevant
26 City code; and (b) availability of service for Receptacles in excess of three cubic yards shall be subject to
27 a determination by the Contractor that there is an accessible location at the premises to be serviced;
28 and (c) daily, twice a week, or three times per week collection of 64- and 96-gallon Carts instead of less
29 frequent collection of Detachable Containers shall be encouraged by the Contractor and incorporated
30 into the Exhibit B rates. The Contractor agrees to provide this service for ten percent (10%) premium
31 over what the service would have cost the individual Customer if that Customer had weekly service of a
32 larger container. The services shall apply to all collection streams: Garbage, Recyclables, and Organics
33 Saturday and Sunday collection may be provided if mutually agreed between the Contractor and
34 Customer.
35

36 Where multiple Commercial or Multi-family Complex Customers in the City Core Areas participate in
37 utilizing a "shared enclosure" the Contractor will work with the City to establish and adjust as needed
38 rates/charges billed on the basis of anticipated, allocated and actual use of the enclosure.
39

40 Either the City or Contractor may initiate a mutual review of the service provided under this Section to
41 ensure that the services and rates are appropriate considering the then-current mix of Customers and
42 service levels.
43

44 **3.2.15 Drop-off Recycling Services**

45

The Contractor agrees to expand recycling drop-off opportunities at its transfer stations to include block foam and plastic film. Other materials may be added by the City and Contractor as opportunities arise and upon mutual agreement of the City and Contractor.

3.2.16 Excluded Services

This Contract does not include the collection or disposal of Hazardous Waste. Title to and liability for any Hazardous Waste shall remain with the generator even if the Contractor inadvertently collects or disposes of Hazardous Waste.

3.3 COLLECTION SUPPORT AND MANAGEMENT

3.3.1 General Customer Service

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

- Answering Customer telephone calls, texts, chat, and/or e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Notifying Customers of service disruptions, or delays related to weather, construction or street resurfacing activities through automated/other phone calls, texts, and/or email;
- Handling Commercial and Multifamily Complex Customer subscriptions and cancellations;
- Handling of Garbage and Organics Extra Unit credit appeals
- Handling of Single-Family Residential service changes as request by owner or tenant
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary Receptacles, and special collections;
- Maintaining and updating regularly as necessary a user-friendly internet website.
- Maintaining and updating regularly as necessary a user-friendly mobile application.

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

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a one or more service base(s) for storing and/or maintaining collection vehicles within fifteen (15) miles of the City's corporate limits, housing operations and management staff, and hosting call center operations. In the event of emergency, call center services may be remotely provided. One location, approved by the City, shall be accessible to Customers during Office Hours who wish to pay their bills in person and/or request program information.

Customer service representatives shall be available through the Contractor's call center during Office Hours for communication with the public and City representatives. Customer calls shall be taken during Office Hours by a person, not by voice mail. During all non-Office Hours, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls.

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

1 at such emergency telephone number for City use during all hours, including normal Office Hours.
2 Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for
3 performance fees in accordance with Section 5.1.2
4

5 **3.3.2.1 Customer Service Representative Staffing**

6
7 During Office Hours, the Contractor shall maintain sufficient call center staff to answer and handle
8 complaints and service requests from all Customers without delay. If incoming telephone calls
9 necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service
10 demands. The Contractor shall provide and publicize a telephone number capable of handling service
11 related text messages.
12

13 The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests
14 in a timely manner made by methods other than telephone, including letters, e-mails, text messages or
15 webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints
16 and service requests in a timely manner, the Contractor shall increase staffing levels to meet
17 performance criteria specified in Section 3.3.2.4.
18

19 The Contractor shall provide additional staffing during the transition and implementation period, and
20 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the
21 fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available
22 to minimize Customer waits and inconvenience. The Contractor shall receive no additional
23 compensation for increased staffing levels during the transition and implementation period. Staffing
24 levels during the transition and implementation period shall be subject to the City's prior review and
25 approval.
26

27 **3.3.2.2 Contact for City Coordination**

28
29 The Contractor shall maintain staff that has management level authority to provide a point(s) of contact
30 for the majority of inquiries, requests, and coordination covering the full range of Contractor activities
31 related to this Contract. Duties include, but are not limited to:
32

- 33 • Assisting staff with promotion and outreach to Single-Family Residences, Multifamily
34 Complexes, Commercial Customers, and special events;
- 35 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and
36 inquiries; and,
- 37 • Assisting the City with program development and design, research, response to inquiries, and
38 troubleshooting issues.
39

40 A Contractor-designated service expert(s) shall be immediately accessible by staff to address emerging
41 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the
42 City's leaving or sending a message during Office Hours. One month prior to the Contract effective date,
43 the City will be provided with an organization chart including contact information to clarify who will be
44 the best individual to resolve particular concerns. The information will be updated each month as part
45 of the monthly report each time that information changes.
46

Should the Contractor fail to meet the City expectations for Customer service as described herein, the Contractor shall be assessed performance fees in accordance with Section 5.1.

3.3.2.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint in a computerized daily log. Any telephone calls received through the Contractor's non-Office Hours voice mail or answering service shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one business day of the original phone call, letter, or internet communication. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer service log shall be available transmittal to the City, or its designated representatives, during the Contractor's Office Hours, and shall be in an electronic format approved by the City. The Contractor shall provide a copy of this log in an electronic format with the monthly report.

3.3.2.4 Handling of Customer Calls

Upon installation and full implementation of an upgraded call center telephone system no later than April 1, 2020, all incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. Customers shall be given the automated option of having the Contractor call the Customer back after waiting for thirty (30) seconds and the system shall be capable of receiving, tracking and allowing Contractor responses to texts. No telephone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during Office Hours without navigating more than one layer of an automated phone answering system. An automated voice mail service or phone answering system may be used outside of Office Hours.

A Customer calling into the Customer service phone lines and placed on hold shall hear either the City - specific messages or messages that are applicable and not misleading to Customers.

3.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from 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 the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

3.3.2.6 Contractor Internet Website

The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, day of collection, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient 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 Receptacle set-out) shall be uploaded to the website as soon as possible and not more than six (6) hours from the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City in both English and Spanish. The website shall also provide statements on its homepage in other commonly used languages within the City referring them 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.

3.3.2.7 Full Knowledge of Garbage, Recyclables, and Organics 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 Organics collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Receptacle deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Organics preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to assist them in providing excellent customer service. The Contractor shall provide the City with internal customer service representative training and support information

specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

3.3.2.8 Customer Communications

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

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 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.

3.3.2.9 Security of Customer Identity, Billing and Payment Data

The Contractor shall comply with the Federal Fair and Accurate Credit Transactions Act of 2003 (FACTA) and shall proactively protect and safeguard all relevant Customer financial information, including ensuring that all network hardware, software and third party information storage and data handling processes for Customer financial data are "PCI Compliant." The Contractor shall maintain and update written identify theft, credit report, and collection procedures and policies and incorporate those procedures and policies in staff training activities.

3.3.3 Contractor's Customer Billing Responsibilities

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

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

1 Customers may temporarily suspend collection services due to vacations or other reasons for as long as
2 desired in a minimum two (2) week increments and be billed pro-rata for actual services received. A
3 Customer shall be allowed up to three service suspensions each calendar year.
4

5 The Contractor shall be responsible for the following:
6

- 7 • Generating combined Garbage, Recyclables, and Organics collection bills for all Customers;
8
- 9 • Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-
10 content paper;
11
- 12 • Generating bills that include at a minimum a statement indicating the Customer's current
13 service level, current charges and payments, appropriate taxes and fees, Customer service
14 contact information and website information;
15
- 16 • Generating bills that clearly state the date at which late fees will be assessed for non-payment;
17
- 18 • Generating bills that have sufficient space on the front or back of the bill for educational or
19 informational messaging, as directed by the City;
20
- 21 • Accepting automatic ongoing payments from Customers via debit or credit card, checking or
22 savings account withdrawal, or by wire transfer. No transaction fees may be levied on any
23 Customer payments;
24
- 25 • Accepting, processing, and posting payment data each business day;
26
- 27 • Printing and inserting up to quarterly bill inserts designed by the City for Customer sectors –
28 with paper copies added to mailed invoices, and hyperlinked versions for on-line/paperless
29 accounts;
30
- 31 • Maintaining a system to monitor Customer subscription levels, record excess Garbage or
32 Organics collected, place an additional charge on the Customer's bill for the excess collection,
33 and charge for additional services requested and delivered. This system shall maintain a
34 Customer's historical account data for a period of not less than six (6) years from the end of the
35 fiscal year in accordance with the City's record retention policy, and in a manner that is
36 instantaneously accessible to Customer service representatives needing to refer to Customer
37 service data and history;
38
- 39 • Accepting and responding to Customer requests for service level changes, missed or inadequate
40 collection services, and additional services;
41
- 42 • Where the service location is a Single-Family rental property, the Contractor shall send the
43 owner an overdue notice as appropriate;
44
- 45 • Maintain timely link of account information to the ReCollect, or similar app or service so that
46 information is available on day of collection;
47

- Collecting unpaid charges from Customers for properly invoiced services; and
- Implementing rate changes as specified in Section 4.3.

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

The Contractor shall provide the City with limited read-only access to its customer service database via Internet to allow the City to resolve issues, monitor services and charges, and other activities consistent with managing this contract.

3.3.4 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 staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or Composting facility certified weight slips, and Customer charges and payments.

3.3.4.1 Monthly Reports

On a monthly basis, by the 30th 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 log of all Customer complaints including Customer name, property name and address, date of contact, the Customer complaint, and resolution.
2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by service level/Receptacle size, and service frequency.
3. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within thirty (30) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.

4. Website utilization report showing total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as Vancouver may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Organics, 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, Organics, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A listing of Multifamily and Commercial Recyclables collection activities including structure address, number of units in the structure, number and size of Receptacles, and collection route and truck numbers.
7. A description of any vehicle accidents or infractions.
8. A description of any changes to collection routes, Receptacles, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. 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.
11. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, collection sector assigned to or used in, and major maintenance history, including vehicle painting.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Quarterly Financial Analysis Reports

The Contractor shall provide quarterly financial summary reports. These reports shall include quarterly and year-to-date revenues and costs for the three material streams (Garbage, Recyclables, Organics) for the following collection sectors: Single-Family Residential, Multifamily Complex Residential, Commercial Cart and Detachable Container; and Drop-box Container.

Quarterly reports shall be submitted to the City electronically no later than the last working day of the month following the end of the quarter.

3.3.4.3 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 Organics collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. A list of Multifamily Complexes eligible for Recycling and Organics collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Organics service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Organics service.
6. A detailed report on Receptacle change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
7. A summary of the monthly logs of Customer complaints and resolution. The summary shall organize Customer complaints 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.

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twenty (20) 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 compatibility. These reports shall not require the Contractor to expend more than two hundred (200) staff hours per year to complete.

3.3.4.4 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

1 the Contract. Information received by the City may be subject to existing laws and regulations regarding
2 disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

3 4 **3.3.5 Promotion and Education**

5
6 The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for
7 developing, designing, executing, and distributing public promotion, education, and outreach programs.
8 The Contractor shall designate and commit no less than three full-time equivalent "Recycling
9 Coordinator" positions plus one manager position with an additional annual budget of \$80,000.
10 dedicated to the promotion and education functions of this Contract, exclusive of any Contractor staff
11 assigned to Customer recruitment and sales. While the Contractor has concurrent staffing requirements
12 for Clark County or other regional jurisdiction contracts, it is acceptable to participate in joint workplan
13 development on an annual basis so that responsibilities in various areas are well coordinated among
14 positions. The functional areas of staffing expertise shall include Commercial waste diversion, Single-
15 Family waste diversion, Multifamily Complex tenant and property manager outreach, construction
16 demotion recycling, events, graphics, and school education programs.

17
18 All programs shall be designed to reach all Customers, including diverse populations with language
19 and/or cultural barriers. The Contractor shall also have primary responsibility for Customer recruitment,
20 providing annual service-oriented information and outreach to Customers, including providing on-site
21 Commercial Recycling and Organics technical assistance, distributing City-approved or developed
22 promotional and educational pieces at the City's direction, and implementing on-going recycling
23 promotions, education, and outreach programs at the direction of the City. All written materials,
24 Customer surveys and other general communications provided to Customers by the Contractor shall be
25 approved in advance by the City. Each September, the City and Contractor shall jointly plan the
26 Contractor's specific promotion and education program for the following year, including adjustments in
27 materials and/or targeted audiences. The City may elect to assist the Contractor with development of
28 promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible
29 for all design and development work, subject to City approval.

30
31 Each year, the Contractor shall print and deliver an annual comprehensive service guide to each Single-
32 Family Residential and Multifamily Complex customer which shall include, at a minimum, information on
33 the proper disposal of Garbage, Recyclables, and Organics; disposal options for difficult-to-recycle items
34 and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

35
36 The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites
37 to encourage recycling participation, address concerns, space or contamination problems, provide
38 outreach to residents, and inform the manager or owner of all available services and ways to decrease
39 Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or
40 consultants hired to conduct outreach and education, and provide technical assistance.

41
42 The Contractor shall, at the City's request, address concerns, space or contamination problems, and
43 offer additional education or training to tenant businesses. The Contractor's educational efforts to
44 Commercial Customers shall include offering to perform no-cost waste audits to determine areas that
45 need improvement, developing and covering the cost of stickers or signage for interior collection
46 Receptacles, and delivering Commercial Customer program packets to the Commercial Customers or
47 their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The

Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, at the Contractor's expense, conduct a site visit within two weeks of the Customer's or tenant's request to review existing services, determine Recycling or Organics potential, and assess space constraints for additional Receptacles.

Any additional 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 and a minimum of a two (2) weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention and recycling.

3.3.6 Transition to Another Contractor

In the event that the City does not negotiate or award a successor contract with the Contractor, the Contractor shall work with the City and the successive contractor in good faith to ensure minimal Customer disruption during the transition period . Cart and Receptacle removal and replacement (if elected by the City) 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 the Contractor's Receptacles pursuant to Section 3.1.15.3, the Contractor shall remove any Receptacles for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's performance bond up to the amount of the City's damages, including all expenses incurred, reasonable attorneys' fees, and any further damages sustained or to be sustained by the City as a result of such failure to fully comply.

4. COMPENSATION

4.1 Compensation to the Contractor

4.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers, after remitting to the City the portion of revenue due as a gross receipts utility tax and the City Fee, shall comprise the entire compensation due to the Contractor, except that the City shall also provide a payment of \$10.00 per delivered ton for Residential Recyclables, including those collected from Multifamily Complexes, upon receiving and verifying an invoice from the Contractor.

1
2 In the event that a Customer places excluded materials or unacceptable materials in a Container, and
3 the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with
4 those materials, the Contractor may charge the Customer the actual costs of managing those materials,
5 as reasonably approved by the City. Actual costs shall include additional transportation, handling, and
6 disposal costs incurred by the Contractor for handling only those specific materials traceable to that
7 Customer.

8
9 The City is not required under this Contract to make any payments to the Contractor for the Services
10 performed, or for any other reason, except as specifically described in this Contract, for services the City
11 obtains as a Customer.

12
13 In the event that Contractor or a Customer desires solid waste-related services not specifically
14 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in
15 writing based on an average of its adjacent WUTC tariff plus City Utility tax and City Fee at the current
16 embedded rate. Upon the City's written approval, the Contractor may provide the requested services. In
17 no case shall the Contractor provide unauthorized services or charge unauthorized rates.

18 **4.1.2 Itemization on Invoices**

19
20 All applicable City, County, and Washington State solid waste or household hazardous waste taxes or
21 fees and (if allowed under the last paragraph of Section 4.1.2) sales taxes shall be itemized separately on
22 Customer invoices and added to the charges listed in Exhibit B, except that the City Fees and embedded
23 utility tax shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

24
25 Charges for excess Garbage or Organics, Single-family, Multifamily Complex and Commercial Organics
26 collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services,
27 Container rentals, temporary Container services, and Recyclables processing surcharges (as applicable)
28 shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the
29 charges set forth in Exhibit B.

30
31 The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized
32 separately on Customer invoices with charges for Drop-box Container service. The Contractor shall
33 charge Drop-box Customers the actual disposal cost.

34
35 The Contractor shall not separately charge sales tax for services that include any Container as part of the
36 overall service package. Only Services that separate and itemize optional container rental (specifically
37 Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor
38 shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are
39 included in the rates provided in Exhibit B. In no case shall Customers be separately charged sales taxes
40 paid by the Contractor on its equipment and Containers.

41 42 **4.2 Compensation to the City**

43
44 The Contractor shall pay to the City a City Fee on or before the fifteenth (15th) day of each month during
45 the term of this Contract, starting on the 15th of the month following the start of operations under this
46 Contract. The City Fee shall be based on and consistent with the City Fee calculations shown in Exhibit

1 D. The Contractor's obligations to pay the City Fee shall survive the termination date of this Contract
2 until the Contractor is no longer receiving payments from Customers for services provided under this
3 Contract.
4

5 The rates included in Exhibit B, as modified during the term of this Contract, include the initial 2019 City
6 Fee of \$1,321,193.29 per year and the initial 2019 City utility tax of twenty-seven and three/tenths
7 percent (27.3%), and Customers shall not be separately charged an itemized City Fee or utility tax.
8 Exhibit D contains an example of how the City Fee is included in rates, and lists the Contractor's service
9 rate, the City's share of the retail rate, the State excise tax associated with the City Fee, and the
10 combined retail rate. Any adjustments to the City Fee rate shall be calculated in a manner consistent
11 with the example shown in Exhibit D.
12

13 The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer
14 receipts during any accounting period during the term of the Contract. The audit shall be confined to
15 confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad
16 debt recovery.
17

18 The City may change the City Fee level in any year, provided that the change is synchronized with the
19 annual Contractor rate modification described in Section 4.3.1. The City shall notify the Contractor of the
20 new City Fee for the following year by October 15th, and the Contractor shall itemize and include the
21 appropriate adjustment in its Rate Adjustment Statement provided January 1st of each year. In the
22 event that the City Fee is adjusted, either up or down, the Contractor shall add or subtract an amount
23 equivalent to the state excise tax (1.5% in 2019), as may be adjusted from time to time by the State of
24 Washington.
25

26 In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and
27 taxes as described in Section 8.10, Permits and Licenses.
28

29 **4.3 Compensation Adjustments** 30

31 All adjustments to Contractor rates and City Fee under this Contract shall be made in accordance with
32 Exhibit D whenever there is an annual increase or decrease in CPI (first-half to first-half) or an increase
33 or decrease in the agreed Fuel Index (July to June monthly average) or whenever there is an increase or
34 decrease in Clark County Regional Disposal System charges for Garbage.
35

36 At the discretion of the City, Exhibit D does allow for, and may be utilized to shift compensation among
37 available revenue streams set forth in the contract, where this is desirable to balance City goals for
38 managing Customer rates, moderating rate changes over time, or creating incentives for waste diversion
39 or other City objectives. As examples: mid-year adjustments to disposal tip fees may be delayed by
40 adjusting the amount of the City Fee for the remainder of the year; increases in the City Fee required to
41 support City programs may be obtained through proportional increases in Customer rates; payment of
42 Organics or Recyclable processing fees adjusted due to extraordinary market factors may be covered
43 through off-setting the City Fee or through a pass-through approach to the related fees. At the start of
44 each year or after the City Fee, rates or other compensation adjustments are determined, the City and
45 Contractor will enter into an Memorandum of Understanding that documents the changes made and
46 that is updated for the sorts of adjustments described above.
47

4.3.1 Annual CPI Service Component Modification

For purposes of this Contract, "CPI" shall mean the Consumer Price Index First Half for the Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0, Base period 1982-84=100, prepared and reported in August each year by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. For purposes of this Contract, "Fuel Index" shall mean the Energy Information Agency Monthly West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 with monthly reference values for twelve months averaged over the period from July of one year through June of the following year (the EIA is a unit of the U.S. Government with data provided at: www.eia.doe.gov), or a replacement index.

Together the CPI and Fuel Index are being incorporated as a weighted "Inflation Adjustment Factor (IAF)". Clark County Regional Disposal System Charges for Garbage is a separate adjustment factor incorporated in rate adjustments through Exhibit D. Beginning with the adjustment scheduled for January 2020 and in each following year, the "CPI" will comprise 92% and the "Fuel Index" will comprise 8% of the combined "Inflation Adjustment Factor".

Any adjustment due to changes in the Inflation Adjustment Factor shall be 80% of such weighted CPI and Fuel Index changes and shall be made effective January 1 of each year such adjustment is warranted through the rate model detailed in Exhibit D, with the first such adjustment beginning January 1, 2010. The following formula summarizes the calculation process for determining the annual Inflation Adjustment Factor (IAF):

$$IAF = 1 + \left\{ \left[\left(\frac{CPI_y - CPI_{py}}{CPI_{py}} \right) \times 0.92 \right] + \left[\left(\frac{EIA_y - EIA_{py}}{EIA_{py}} \right) \times 0.08 \right] \right\} \times 0.80$$

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

where EIA_y = the average of the last 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Current Year;

where EIA_{py} = the average of the prior year's 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Prior Year.

Any adjustment due to changes in the Clark County Regional Disposal System charge (disposal fee) for Garbage shall be made effective on the date the new charge becomes effective and is actually charged to the Contractor, unless Exhibit D review and assumptions are made to adjust the City Fee either upward or downward for an interim period before rate adjustments can be adopted. Adjustments to Contractor rates or City Franchise Fees shall be calculated through the rate model detailed in Exhibit D and made in units of \$0.01, rounded to the nearest whole cent.

1 In the event the Director adds territory to the service area for collection, the City Fee shall be increased
2 in accordance with section 3.1.2.3.

3 Other than as specifically provided herein, the Contractor shall not adjust or modify rates due to wage
4 or benefit increases, fuel costs, changes in Organics processing fees (except as provided for in Section
5 4.4), Garbage collection service-level shifts, or on any basis other than disposal fee modifications,
6 change of Organics processing location as mutually agreed to by the City, or CPI/Fuel Index fluctuations,
7 and then only upon adoption of rates by City Council or otherwise approved in writing.

8 **4.3.2 Changes in Disposal Fees, Extraordinary Organics Processing Fees or Recyclables Processing Fees** 9

10 Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in
11 County adopted disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee
12 component of rates charged to Customers shall be adjusted, based on percentage increase or decrease
13 in disposal fee applied to the disposal components included in Exhibit B of this Contract. Disposal fee
14 changes shall be effective on the date of the County's implementation, provided that the Contractor has
15 provided Customers 45-days notification. An example of rate modifications due to disposal fee changes
16 is provided in Exhibit D.
17

18 In the event that the Organics processing fees that the Contractor pays a third party increase
19 substantially more than the escalation factor described in Section 4.3.1, due to changes in law or
20 regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment
21 for the amount of the impact above the normal inflationary adjustment. Any request shall be made in
22 conjunction with the annual rate process. The City shall review the request promptly and may, at its
23 sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for
24 increased Organics processing costs.
25

26 In the event that the designated Processor for Recyclables collected under the Contract implements or
27 makes periodic adjustments to a special tipping fee schedule (or per ton charge), in coordination with
28 and/or at the direction of the Clark County Regional Disposal System, the Contractor may submit to the
29 City a request to consider a compensating rate adjustment to pass through the increase or decrease to
30 Customer rates. Revisions to the Curbside and/or Multifamily Recyclables Collection Rates must be pre-
31 approved by the City on the basis of the most recent past annual or past 12 months data on average
32 monthly household or unit set-out volumes. The City shall review the request promptly and may, at its
33 sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for
34 increased Recyclables processing costs.
35

36 **4.3.3 Changes in Disposal or Organics Processing Sites** 37

38 If the Contractor is required by the City or other governmental authority to use Garbage disposal or
39 Recyclables or Organics processing sites other than those being used at the initiation of this Contract,
40 the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional
41 cost or savings to the Contractor. The Contractor's rates pursuant to this Contract in such a case will be
42 adjusted so as to pass through any resulting additional costs incurred by the Contractor to the
43 Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to
44 negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs
45 or savings.
46

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

9 **4.3.4 New or Changes in Existing Taxes**

10
11 If new municipal, County, regional, or Washington or Oregon State taxes or fees are imposed, the rates
12 of existing taxes (excluding changes to the rates for federal taxes) or fees are changed, or new road or
13 bridge tolls necessarily affecting the Contractor's operations under this Contract are imposed after the
14 Date of Execution of this Contract, and the impact of these changes results in increased or decreased
15 Contractor costs in excess of ten thousand dollars (\$10,000) in the aggregate annually, the Contractor
16 shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings
17 to the Contractor. The Contractor's rates pursuant to this Contract in such a case shall be adjusted so as
18 to pass through any resulting additional costs incurred by the Contractor to the Contractor or any
19 savings realized to the Contractor to the City. The Contractor and City shall enter into good faith
20 negotiations to determine whether compensation adjustments are appropriate for the amount
21 exceeding the ten thousand dollar (\$10,000) aggregated threshold (in cases in which the threshold
22 applies) and if so, to determine the amount and the method of adjustment.

23 24 **4.4 Change in Law Affecting the Waste Handling Industry**

25
26 Except to the extent addressed otherwise in this Contract, changes in federal, State, or local laws or
27 regulations that result in a detrimental change in circumstances or a material hardship for the
28 Contractor in performing this Contract may be the subject of a request by the Contractor for a rate
29 adjustment, subject to review and approval by the City, such approval not to be unreasonably withheld.
30 If the City requires review of financial or other information in conducting its rate review under this
31 provision, then, at the request of the Contractor, the City may retain a third-party to review such
32 information at the Contractor's expense, taking whatever steps are reasonably feasible, appropriate and
33 lawful to protect the Contractor documents identified as confidential and proprietary by the Contractor.

34 35 **5. FAILURE TO PERFORM, REMEDIES, TERMINATION**

36
37 The City expects high levels of Customer service and collection service provision. Performance failures
38 shall be discouraged, to the extent possible, through specific performance fees for certain infractions
39 and through Contract default for more serious lapses in service provision. Section 5.1 details infractions
40 subject to performance fees and Section 5.2 details default provisions and procedures.

41 42 **5.1 Performance Fees**

43
44 The City reserves the right to make periodic, unscheduled inspection visits and/or investigations of
45 Contractor performance to determine the Contractor's compliance with the provisions and
46 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, and following notice to the Contractor and City attempts to resolve performance issues with the Contractor, the City may present a documented 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 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Receptacles 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.	Twice the cost of cleanup to the City, plus fifty dollars (\$50) per incident.
4	Observed leakage or spillage by City from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Receptacle within one business day of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Receptacle is not replaced.
6	Failure to collect missed materials within one (1) business day after customer 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 business day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Organics in clearly identified Receptacles, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Organics without providing documentation to the Customer of the	One hundred dollars (\$100) per incident.

	Action or Omission	Performance fees
	reason for rejection.	
10	Failure to deliver Receptacles, including instructional materials and proper stickers, 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 Organics Receptacles, including instructional materials and proper stickers, 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	Material misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required reports on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Receptacles.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the customer service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Landfilling or incineration of uncontaminated source-separated Organics or Recyclables without the prior express permission of the City.	One thousand dollars (\$1,000) per incident.
19	Failure to provide quality of performance required on a route after notification to correct performance factors such as spilling, crossing planting areas, reoccurring missed Customer collections or other similar violations.	\$25 per incident to a maximum of \$250 per day per truck.
20	Use of Contract vehicles for non-Contract work without the prior express permission of the City.	Five thousand dollars (\$5,000) per route per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Receptacles at Customer locations.	Fifty dollars (\$50) per Receptacle.
24	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

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 5.2.

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, except to the extent that Contractor disputes the invoiced amounts in good faith and appeals the invoiced amounts in accordance with the paragraph below. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent 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 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. The Contractor shall be required to pay the City the amount of assessed performance fees as determined appropriate by the City following the appeal within thirty (30) days of the City's final decision.

5.2 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 Organics, 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 3.1.20;
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 Organics 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 5.1 in excess of twenty-five thousand dollars (\$25,000) during any consecutive six (6) month period; or

1 7. The Contractor fails to resume full service to Customers within twenty-one days following the
2 initiation of a labor disruption pursuant to Section 3.1.19.

3
4 The City reserves the right to pursue any remedy available at law or in equity for any default by the
5 Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of
6 its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise
7 (including but not limited to a hazard to public health or safety or the environment) that does not allow
8 ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to
9 exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or
10 initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good
11 faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure
12 the stated reason within the stated period, or does not undertake efforts satisfactory to the City to
13 remedy the stated reason, then the City may at its option terminate this Contract effective immediately.

14
15 If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly
16 comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and
17 fails to correct the same, the City, after the initial notice, may then declare the Contractor to be in
18 default of this Contract and notify the Contractor of the termination of this Contract. A copy of said
19 notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt of
20 such notice, the Contractor agrees that it shall promptly discontinue the services provided under this
21 Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from
22 such written notice, assume the services provided under this Contract that the City has ordered
23 discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms
24 and conditions of the Contract, and all documents incorporated herein.

25
26 In the event that the surety on the Contractor's performance bond fails to exercise its option within the
27 ten (10) day period, the City may complete the services provided under this Contract or any part
28 thereof, either through contract with another party or any other means.

29
30 The City shall be entitled to recover from the Contractor and the surety on the Contractor's
31 performance bond as damages all expenses incurred, including reasonable attorneys' fees, together
32 with all such additional sums as may be necessary to complete the services provided under this
33 Contract, together with any further damages sustained or to be sustained by the City. A surety
34 performing under this Contract shall be entitled to payment in accordance with this Contract for
35 Contract services provided by the surety, and shall otherwise be subject to the same rights and
36 obligations with respect to the Contract services furnished by the surety as would be applicable if the
37 Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract
38 services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments
39 for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default and for
40 all costs incurred by the City as a result of the Contractor's default.

41
42 If the City employees provide Garbage, Recyclables or Organics collection, the actual incremental costs
43 of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the
44 surety on the Contractor's performance bond.

1
2
3 **6. NOTICES**
4

5 All notices required or contemplated by this Contract shall be in writing and personally served or mailed
6 (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by
7 the City or the Contractor:
8

9 To the City:

10 **XXX**
11

12 To Contractor:

13 **XXX**
14
15

16 Copies to:
17
18
19
20
21
22

23 **7. GENERAL TERMS**
24

25 **7.1 Collection Right**
26

27 Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall
28 contract to collect Garbage, Organics and Recyclables placed in designated Receptacles and set out in
29 the regular collection locations within the City Service Area. The City, by ordinance or other regulation,
30 or by other effective means, will make unlawful the provision by any third party of any of the services to
31 which the Contractor has the right by this Contract to be the exclusive provider. When asked by the
32 Contractor, the City shall make a good faith effort to protect the rights of the Contractor under this
33 Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of
34 litigation to protect the rights of the Contractor unless the City's institution of or joinder in such
35 litigation is necessary for the protection of such rights. The Contractor may independently enforce its
36 rights under this Contract against third party violators, including, but not limited to, seeking injunctive
37 relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the
38 Contractor (without obligating the City to join any such litigation, except for as provided in this
39 paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with
40 documenting violations, and other activities as City staff time reasonably allows.
41

42 This Contract provision shall not apply to Garbage, Recyclables, or Organics self-hauled by the
43 generator; to Source-separated materials other than Food Scraps hauled by common or private carriers
44 (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or
45 construction or demolition contractors in the normal course of their business.
46

7.2 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 Clark 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 4.3.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Organics 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.

7.3 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, including any deductibles, shall be paid by the Contractor. All policies except the cyber/E&O shall be written on an occurrence form.

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.

Limits may be achieved through the use of primary and umbrella and/or excess limits.

7.3.1 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, its officials, employees, and volunteers. The City, its officials, employees, and volunteers shall be named as an additional insured, and the policy shall be endorsed to be primary and non-contributory to any policy held by the City.
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. Defense costs must be outside the limit of liability, and punitive damages must not be excluded (if permitted by law). 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, its officials, employees, and volunteers shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage, and the policy shall be primary and non-contributory to any policy held by the City. The policy shall include a waiver of subrogation in favor of the City, its officials, employees, and volunteers.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The policy must include a waiver of subrogation in favor of The City, its officials, employees, and volunteers if permitted by law.
4. Employer's Liability (or Stop Gap) must include a waiver of subrogation in favor of The City, its officials, employees, and volunteers if permitted by law.
5. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The policy shall include an Emergency Response Cost coverage as a separate provision. The policy shall include a waiver of subrogation in favor of the City, its officials, employees, and volunteers. The City, its officials, employees, and volunteers shall be named as an additional insured, and the policy shall be endorsed to be primary and non-contributory to any policy held by the City.
6. E&O/Professional Liability and Cyber insurance for claims arising from errors, omissions, or negligent acts in rendering or failing to render services and products. Policy(ies) shall also include coverage for (1) loss or disclosure of confidential information no matter how it occurs (2) transmission of computer viruses, Trojan horses, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or to steal or take electronic data (4) denial of Service for which the Insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system. (5) Loss of Service for which the Insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) Access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner. If the E&O/Professional Liability and Cyber policy is claims made, it must have a retro date prior to the start of the Agreement, and coverage must remain in force for six (6) years after completion of the service. If not, a six (6) year tail must be purchased.

7.3.2 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 twenty - five million dollars (\$25,000,000) for each accident.
2. Commercial General Liability insurance shall be written with limits no less than ten million dollars (\$10,000,000) for each occurrence, ten million dollars (\$10,000,000) general aggregate, and a ten million dollar (\$10,000,000) products-completed operations aggregate limit.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Employer's Liability (or Stop Gap) in an amount not less than with limits of no less than \$1,000,000 bodily injury by accident/each accident; \$1,000,000 bodily injury by disease/ policy limit; \$1,000,000 bodily injury by disease/each employee.
5. 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.
6. E&O/Professional Liability and Cyber with limits of no less than five million dollars (\$5,000,000) aggregate.

7.3.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability 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, and volunteers shall be named additional insured's on the Contractor's insurance policy.
2. Coverage shall state that the Contractor's Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability 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 suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance

1 immediately on receipt of insurers' notification to that effect. Additionally, the City shall be
2 notified of any reduction of limits or material change to the required policies.

3 4 **7.3.4 Acceptability of Insurers**

5
6 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIII.

7 8 **7.3.5 Verification of Coverage**

9
10 The Contractor shall furnish the City's Risk Manager and City Attorney Department with original
11 certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the
12 additional insured endorsement, evidencing the insurance requirements of the Contractor at least a
13 month before the Date of Commencement of Service of this Contract. Failure of the City to obtain the
14 certificate of insurance shall not relieve Consultant from the obligation to purchase such coverage.

15 16 **7.3.6 Subcontractors**

17
18 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate
19 certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject
20 to all of the same insurance requirements as stated herein for the Contractor, including the requirement
21 that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's
22 insurance policy.

23 24 **7.4 Performance Bond**

25
26 The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment
27 Bond or bonds, issued by a company that is authorized to transact surety business in the State of
28 Washington, is named on the current list of approved surety companies acceptable on federal bonds,
29 and which carries an "A" rating, or other similar instrument acceptable to and approved in writing by the
30 City in the amount of four million dollars (\$4,000,000). The Performance and Payment Bond or similar
31 instrument must guarantee that the Contractor's obligations are fully satisfied under this Contract in the
32 event of the Contractor's default, as provided under Section 5.2 of this Contract. The Contractor shall
33 provide proof that the Bond or other similar instrument has been issued before commencing work
34 under this Contract. The Bond or other similar instrument shall be issued for a period of not less than
35 one (1) year, and the Contractor shall provide a new bond or similar instrument, and evidence
36 satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of
37 the bond or other similar instrument then in effect. The City shall have the right to call the bond, letter
38 of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5)
39 calendar days before its expiration.

40 41 **7.5 Indemnification**

42
43 The Contractor, its officers, employees, volunteers and agents, shall indemnify, hold harmless and
44 defend the City, its officers, employees, volunteers and agents, from and against any and all claims,
45 actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and
46 attorney's fees, related to injuries, sickness or the death of any person, or damage to or destruction of
47 any property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of

the foregoing collectively, "Claims) arising out of, in connection with, or incident to the work and services performed by Contractor under this Contract; provided, however, that:

1. The Contractor's obligation to indemnify, hold harmless and defend shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the City; and
2. It is specifically and expressly understood and agreed that the indemnification obligations of the Contractor hereunder constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes hereunder.

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the prior written approval of the Contractor. The City shall be entitled to fully participate with the Contractor in its defense of the City. The City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in enforcing Section 7.5.

7.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof prepared in performance of this Contract (the "documents") and maintained or used by the City may be public records subject to mandatory 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 such documents, the City will provide prompt notice of the same to the Contractor and thereafter exercise its best efforts, consistent with the requirement of the Public Records Act, to give the Contractor the opportunity to seek injunctive relief, if so desired. The City assumes no contractual obligation to enforce any exemption.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

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

7.7.2 Assignment, Subcontracting, Delegation of Duties

Except as expressly allowed in this Contract, 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. The Contractor may assign or sub-contract the following services and/or duties without the written approval

1 of the City: purchasing of vehicles, part, fuels, and other general supplies.

2
3 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain
4 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or
5 other obligor shall also become responsible to the City for the satisfactory performance of the services
6 to be provided under this Contract. The City may impose conditions of approval on any such assignment,
7 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,
8 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to
9 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,
10 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.
11 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this
12 clause.

13
14 For the purposes of this Contract, any Change of Control of the Contractor shall be considered an
15 assignment subject to the requirements of this section. Nothing herein shall preclude the City from
16 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and
17 releasing the previous ownership of all obligations and liability.

18 19 **7.7.3 Change of Trade Name**

20
21 In the event the Contractor wishes to change the trade name under which it does business under this
22 Contract, the Contractor shall designate to the City the name, logo, and colors under which it will be
23 doing business in writing to the City at least thirty (30) days prior to the effective date of its change of
24 trade name. Within a reasonable period following a change of trade name by the Contractor, all items,
25 logos, articles, and implements seen by the public shall be changed, including but not limited to
26 letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items.
27 Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or
28 colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the
29 terms of this section shall result in penalties assessed against the Contractor in accordance with Section
30 5.1.

31 32 **7.8 Laws to Govern/Venue**

33
34 This Contract shall be governed by the laws of the State of Washington both as to interpretation and
35 performance. Venue shall be in Superior Court in the State of Washington for Clark County, located in
36 Vancouver.

37 38 **7.9 Compliance with Applicable Laws and Regulations**

39
40 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to
41 the work to be done under this Contract. Any violation of the provisions of this section shall be
42 considered a violation of a material provision of this Contract and shall be grounds for cancellation,
43 termination, or suspension of the Contract by the City, and may result in ineligibility for further work for
44 the City.

45
46 The Contractor agrees not to discriminate against any employee or applicant for employment or any
47 other persons in the performance of this Contract because of race, religion, creed, color, national origin,

1 marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by
2 federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without
3 limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal
4 Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor
5 agrees to post in conspicuous places, available to employees and applicants for employment, notices to
6 be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

7
8 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial
9 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from
10 time-to-time must be complied with, including ergonomic and repetitive motion requirements. The
11 Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for
12 the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also
13 responsible for meeting all local, state, and federal health and environmental regulations and standards
14 applying to the operation of the collection and processing systems used in the performance of this
15 Contract.

16
17 The Contractor is specifically directed to observe all weight-related laws and regulations in the
18 performance of these services, including axle bridging and loading requirements.

19 20 **7.10 Permits and Licenses**

21
22 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied
23 by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary
24 to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

25
26 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not
27 limited to, license fees and all federal, state, regional, County, and local taxes and fees, including income
28 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all
29 persons, facilities, property, income, equipment, materials, supplies, or activities related to the
30 Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and
31 unemployment benefits.

32 33 **7.11 Relationship of Parties**

34
35 The City and Contractor intend that an independent contractor relationship shall be created by this
36 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee,
37 servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or
38 representative of the City.

39 40 **7.12 Bankruptcy**

41
42 It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case,
43 either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option
44 of the City, may be terminated effective on the day and at the time the order for relief is entered.

45 46 **7.13 Right to Renegotiate/Amend**

1 The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its
2 discretion or based on policy changes, state statutory changes, or County rule changes, Washington
3 State, or federal regulations regarding issues that materially modify the terms and conditions of the
4 Contract, including but not limited to any modifications to contracting terms or policies as they relate to
5 County disposal services the City may also renegotiate this Contract should any Washington State,
6 County, or City rate or fee associated with the Contract be held illegal or any increase thereof be
7 rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the
8 event the City wishes to change disposal locations or add additional services or developments, such as
9 those identified through a pilot program under Section 3.1.17, to the Contract and to provide full
10 disclosure of existing and proposed costs and operational impacts of any proposed changes.

11
12 This Contract may be amended, altered, or modified only by a written amendment or addendum
13 executed by authorized representatives of the City and the Contractor.

14 15 **7.14 Force Majeure**

16
17 Provided that the requirements of this section are met, Contractor shall not be deemed to be in default
18 and shall not be liable for failure to perform or subject to performance fees under this Contract if
19 Contractor's performance is prevented or delayed by Acts of God, including landslides, lightning, forest
20 fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy,
21 wars, blockades, public riots, explosions, governmental restraint or other causes, whether of the kind
22 enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the
23 result of the willful or negligent act error or omission of the Contractor; and that could not have been
24 prevented by the Contractor through the exercise of reasonable diligence, including, but not limited to,
25 inability to access a Receptacle ("Force Majeure"). The Contractor's obligations under this Contract shall
26 be suspended, but only with respect to the particular component of obligations affected by the Force
27 Majeure and only for the period during which the Force Majeure exists.

28
29 The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes
30 that by virtue of their extent or completeness make the particular goods or services effectively
31 unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with
32 respect to any activity performed or to be performed by the Contractor; accidents to machinery,
33 equipment or materials; unavailability of required materials; or general economic conditions.

34
35 If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations
36 under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the
37 Force Majeure is first known, followed within seven (7) days by a written description of the event and
38 cause thereof to the extent known; the date the event began, its estimated duration, the estimated time
39 during which the performance of the Contractor's obligations will be delayed; the likely financial impact
40 of the event; and whatever additional information is available concerning the event and its impact on
41 the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the
42 Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably
43 possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance
44 under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or
45 partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding
46 the disruption in collection service in a manner similar to the notification required in the case of
47 inclement weather under Section 3.1.7.

1
2 **7.15 Severability**

3
4 If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of
5 the Contract shall remain in full force and effect.
6

7 **7.16 Waiver**

8
9 No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying
10 such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by
11 either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of
12 the same right on any subsequent occasion or of any other right at any time.
13

14 **7.17 Dispute Resolution**

15
16 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by
17 good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all
18 Services included in this Contract. Disputes not resolved in accordance with other provisions of this
19 Contract or through good faith discussions shall be submitted to non-binding mediation before a
20 mediator selected from a list of mediators acceptable to both the City and the Contractor. The mediator
21 fees shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior
22 to making good faith efforts to complete non-binding mediation.
23

24 **7.18 Entirety**

25
26 This Contract and the Exhibits affixed hereto are herein incorporated by reference and represent the
27 entire agreement or contract terms between the City and the Contractor with respect to the services to
28 be provided under this Contract. No prior written or oral statement or proposal shall alter any term or
29 provision of this Contract.
30

31 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.
32

33 WASTE CONNECTIONS OF WASHINGTON, INC.

34 By _____
35 (Print) _____
36

CITY OF VANCOUVER

By _____
City Manager

37 Approved as to Form:

38 By _____
39 Vancouver City Attorney

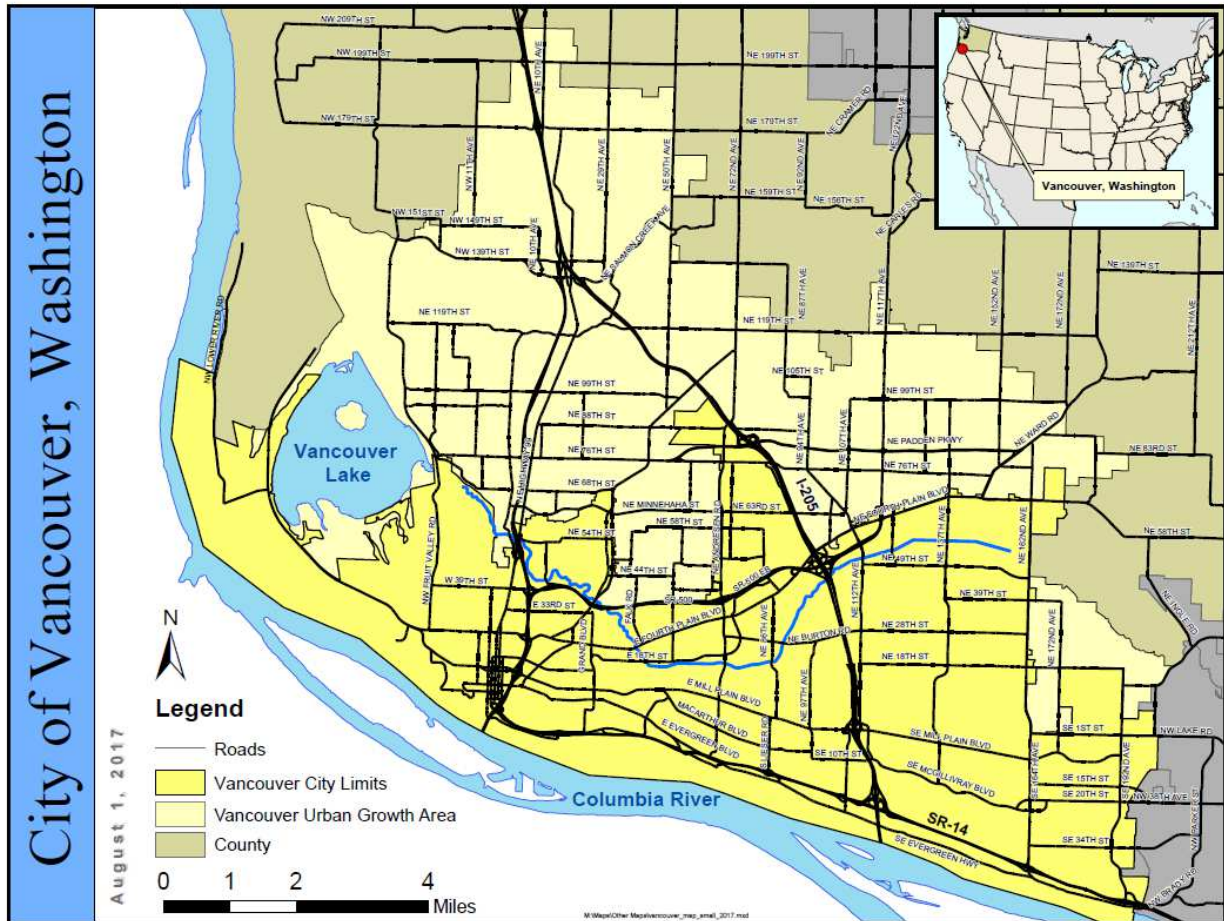
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2	
3	Exhibits
4	Exhibit A: Service Area
5	Exhibit B: Contractor Rates
6	Exhibit C: Recyclables List
7	Exhibit D: Rate Model
8	Exhibit E: Initial Year Contamination Reduction Plan
9	Exhibit F: City Facility List

1
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3
4

Exhibit A:
Service Area

This map shows the current City of Vancouver boundaries as of April 1, 2019

Confirm for final contract



5

Exhibit B
Contractor Rates

Insert April 1, 2019 Summary of Proposed Solid Rates following Ordinance adoption on
February 25, 2019

Exhibit C: Recyclables List				
Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum containers: cans, trays, pie tins, and clean food Receptacles	X		Place in recycling Receptacle	Empty and clean
Household Batteries – (placed in sealed plastic bag at curb)	X		Place in sealed plastic bag and place on top of recycling Receptacle	Single family only unless arranged with Multi-family complex management.
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Receptacle. Corrugated cardboard boxes larger than three (3) feet square must be flattened	Corrugated pizza boxes OK so long as no food/grease residual.
Glass Containers – All colors or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in glass recycling Bin.	Must be clean and empty with no food or beverage residue
Motor Related Fluids – used motor oil and antifreeze (contained in sealed clear plastic jugs)	X		Place in screw-top clear plastic jugs and placed next to the Customer's recycling Receptacle.	Up to three (3) gallons of motor oil per week that is free from contaminants. Single family only unless arrange with Multi-family complex management.
Paper – All clean mixed waste paper, newspaper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Receptacle.	Shredded paper should be directed (with feedback tag) to transfer stations for drop off recycling.
Plastic Containers – All narrow neck plastic bottles and jugs (typically PET and HDPE resins but can be manufactured with other resins), yogurt and margarine tubs (typically polypropylene – PP resin), Plastic buckets and nursery pots 5 gallons or less (typically rigid HDPE resin),	X		Empty, clean, place in recycling Receptacle.	Plastic bottles, jugs, tubs or Receptacles that have contained hazardous or toxic products, such as motor oil or pesticides are excluded.
Polycoated Cartons and Boxes – All plastic coated milk cartons, and drink boxes (aseptic containers)	X		Empty, clean, and place in recycling Receptacle.	Empty and clean – don't place in plastic bags.
Scrap Metal – All ferrous and non-ferrous scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds,	X	X	Medium size items: Place in recycling Receptacle or secure (e.g. bundle or box) next to recycling Receptacle. Large items: Call to request Bulky Item pickup , or deliver to transfer station drop off-.	No Small items: Less than 2" x 2", including nuts & bolts, no sharp items. 35 lbs. maximum and less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request bulky item pick-up. Single family only
Tin Cans – All clean food and beverage steel and tin cans including empty aerosols and lids 3" or larger	X		Place in recycling Receptacle. Crimp lids inside can. Labels OK	Empty and clean

{00083789.DOCX.}City of Vancouver

Exhibit D
Rate Model

Insert pages detailing format of rate setting model used for setting April 1, 2019 rates
(Exhibit B)



1
2
3
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6

Exhibit E
Initial Year Contamination Reduction Plan

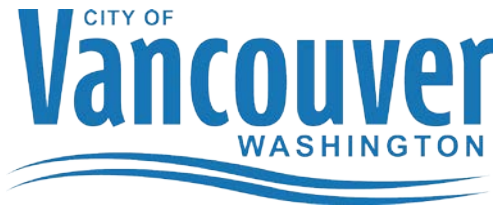
A Draft was presented by WCW in January – this will be included in with final contract



Exhibit F
City Facility List

Review and Confirm All sites/addresses for Final Contract with container sizes as noted in Section 3.2.10:

- City Hall – 415 W 6th St.
- Operations Center – 4711 E Fourth Plain Blvd.
- Brookside – 2323 General Anderson Rd
- Marine Park Engineering – 4500 SE Columbia Way
- Water Center – 4600 SE Columbia Way
- Westside Treatment Plant – 2323 West Mill Plain Blvd.
- Central Precinct – 2800 NE Stapleton Rd
- East Precinct/Construction – 520 SE 155th Ave.
- VPD Headquarters – 605 E Evergreen Blvd.
- Marshall Center/Luepke – 1009 E McLoughlin Blvd.
- Firstenburg Community Center – 700 NE 136th Ave.
- Vancouver Tennis Center – 5300 E 18th St.
- Park Hill Cemetery - 5915 E Mill Plain Blvd.
- Fruit Valley Community Center (3200 Fruit Valley Rd)
- Esther Short Park (W 8th and Columbia)
- Pearson Airpark – 201A East Reserve St.
- Marshall House – 1301 Officers Row
- Fire Station 1 – 2607 Main St (Uptown)
- Fire Station 2 – 210-6 Norris Rd (International District)
- Fire Station 3 – 1110 N Devine Rd (Heights)
- Fire Station 4 – 6701 NE 147th (Sifton)
- Fire Station 5 – 7110 NE 63rd (Walnut Grove – VFD Headquarters)
- Fire Station 6 – 3216 NE 112th Ave (Burton)
- Fire Station 7 – 12603 NE 72nd Ave (Glenwood)
- Fire Station 8 – 213 NE 120th Ave (Cascade Park)
- Fire Station 9 – 17408 SE 15th St (Fisher's Landing)
- Fire Station 10 – 1501 NE 164th Ave (Pacific Park)
-



MEMORANDUM

DATE: Monday, February 11, 2019

TO: Mayor and City Councilmembers

FROM: Councilmembers Lebowsky, Turlay and Stober

CC: Eric J. Holmes, City Manager
Michelle Bartley, Boards and Commissions

RE: Recommendation for Appointments to the Salary Review Commission
--

The Salary Review Commission is a five-member volunteer commission that studies the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary for the Mayor and City Council.

Committee 2 recently interviewed 5 candidates for two vacant positions on the commission and recommends the appointments of Gail Czech and Briana Rygg. The appointments would begin immediately and will expire December 31, 2022.

If there are no objections, I would like to make these appointments at the **Monday, February 11, 2019**, Council meeting.

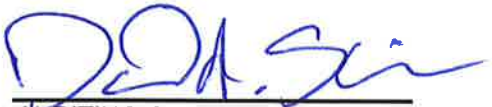
Attachments:
Applications
Current Roster

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ **4,859,020.66** this 11th day of February 2019.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 29 - February 4	Accounts Payable Checks (see attached)	\$ 4,727,739.59
January 29 - February 4	Visa Refunds (see attached)	\$ 3,613.98
January 29 - February 4	Payroll Checks (see attached)	\$ 127,667.09
TOTAL		\$ 4,859,020.66

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
120208	29-Jan-2019	313,878.75	WASHINGTON STATE DEPT REVENUE	***WIRE*** EXCISE/SALES TAX COMBINED RETURN ~ DECEMBER 2018
120209	29-Jan-2019	16,208.77	WASHINGTON STATE DEPT REVENUE	***WIRE*** USE TAX FOR THE PERIOD OF DEC-2018
120210	29-Jan-2019	28,507.82	STELLAR J CORP	***WIRE*** ACCR18 - WATER STA 1 - PHASE 1 EST 25 THRU 12/25/18
120211	30-Jan-2019	217.00	GOVERNMENT REVENUE SOLUTIONS HOLDINGS I LLC	***WIRE*** LTC DISCOVERY SVCS THRU 1/18/19 - TREASURY
120212	31-Jan-2019	159,429.37	CLARK AND SONS EXCAVATING	***WIRE*** ACCR18 - BRT FT VANCOUVER & MCLOUGHLIN SIDEWALK INFILL/PEDESTRIAN SIGNAL UPGRADE - EST 2 - THRU 01/10/19
120213	31-Jan-2019	162.00	STATE OF WASHINGTON	***WIRE*** 19JAN - WA STATE CPL FEE - 9 APPLICANTS - VPD
120214	31-Jan-2019	775,762.16	STATE OF WASHINGTON	***WIRE*** 02 2019 PERS/LEOFF
120215	01-Feb-2019	4,464.24	INTERNAL REVENUE SERVICE	***WIRE*** 1 2019 PENSION TAXES
120216	01-Feb-2019	211,895.07	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
120217	04-Feb-2019	160,555.62	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS, WEEK 4 OF JAN
120218	04-Feb-2019	12,484.60	WASHINGTON DENTAL SERVICE	***WIRE*** WDS WEEKLY CLAIMS, WEEK 4 OF JANUARY
120219	04-Feb-2019	21,418.60	BANK OF AMERICA	***WIRE*** UTILITY POSTAGE IMPREST ACCT FOR JAN 2019 - UTILITIES
599424	30-Jan-2019	900.78	A LINE ASPHALT MAINTENANCE INC	SUMMARY: ACCR18 - 18DEC - MAINTENANCE RATED SWEEP - MULTIPLE LOCATIONS
599425	30-Jan-2019	684.00	ACCURATE CORPORATE SERVICES INC	12/18/18 - MOVE OF CUBICLES BETWEEN 2ND AND 3RD FLOORS AT CTY HALL - FACILITIES - RECEIPT 139711 BY A POWERS PER E-MAIL
599425	30-Jan-2019	1,090.50	ACCURATE CORPORATE SERVICES INC	12/18/18 - MOVE OF EXEC FURNITURE BETWEEN 2ND & 5TH FLRS AT CTY HALL - FACILITIES - RECEIPT 139710 BY A POWERS PER E-MAIL
599426	30-Jan-2019	1,775.00	ACUITY GROUP PLLC	18DEC - JAIL/CORRECTIONS BILLING ANALYSIS - FINANCE
599427	30-Jan-2019	2.98	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 12/31/18 - FIRE STATION 5
599428	30-Jan-2019	56.13	ALAN GARDNER	REF PKG PERMIT COV06489
599429	30-Jan-2019	25.00	ALEXANDRA GRIFFIN	REF PKG CIT 7201204688
599430	30-Jan-2019	364.01	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
599431	30-Jan-2019	86.60	Allington, Stacey R	PICKLEBALL PADDLES REIMBURSEMENT
599431	30-Jan-2019	30.00	Allington, Stacey R	REIMBURSEMENT - LEGO TABLE FOR FCC CHILD WATCH ACTIVITIES
599432	30-Jan-2019	6,825.41	ALTA PLANNING & DESIGN	PROJ 00-2018-216 - VEHICULAR WAYFINDING - THRU 12/28/18 - CDD - RECEIPT 139712 BY B THOMAS PER E-MAIL
599433	30-Jan-2019	640.00	AMEX PRODUCTS INC	18DEC - MEDICAL TESTING SERVICES - HR
599434	30-Jan-2019	215.00	AMY LINN GRAHAM	ACCR18 - REF BUS LIC
599435	30-Jan-2019	861.78	APS INC	FOLDING/INSERTING MACHINE - FP 2325 - MAINT AGR - 01/20/19-01/20/20 - FINANCE - RECEIPT 140090 BY C ALLEMANG PER E-MAIL
599436	30-Jan-2019	216.49	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL CLEANING - MULTIPLE LOCATIONS
599437	30-Jan-2019	353.66	ARONSON SECURITY GROUP	ACCR18 - ASG AE HELP DESK LABOR - TROUBLESHOOT OFFLINE CAMERAS - 10/30/18 - EAST OPS - 912 NE 192ND AVE - FACILITIES - RECEIPT 140052 BY P NEWTON PER E-MAIL
599437	30-Jan-2019	30,155.14	ARONSON SECURITY GROUP	JOB PDX-15757 - CAMERAS FOR DAY CENTER - 2018 GRAND BLVD - THRU 11/29/18 - OP CENTER
599438	30-Jan-2019	86.46	AT&T MOBILITY II LLC	ACCT 287238238360 -12/17/18-1/16/19 - WIRELESS - IT
599439	30-Jan-2019	216.19	Autrey, Ethan Thomas	BOOT REIMBURSEMENT
599440	30-Jan-2019	20,484.41	BANK OF AMERICA	ACCR18 - ACCOUNT ANALYSIS - THRU 12/31/18 - TREASURY

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

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599441	30-Jan-2019	6,875.00	BARRAN LIEBMAN LLP	ACCR18 - CLIENT 707505 - RE: 0010-INVESTIGATION FOSTER/HAMLIN - THRU 11/30/18 - VPD
599442	30-Jan-2019	143.75	BDS PLANNING & URBAN DESIGN	18DEC - ASSIST WITH CREATION OF BUSINESS DEVELOPMENT AREA - CED - RECEIPT 139802 BY B THOMAS PER E-MAIL
599443	30-Jan-2019	231.98	BIKE CLARK COUNTY	BICYCLE PARTS/REPAIRS - THRU 01/06/19 - VPD
599443	30-Jan-2019	95.39	BIKE CLARK COUNTY	BICYCLE PARTS/REPAIRS - THRU 12/31/18 - VPD
599444	30-Jan-2019	9,224.05	BROWN & WILSON PARTNERSHIP LLC	FEB 19 DOMESTIC VIOLENCE LEASE
599445	30-Jan-2019	2,850.25	BSK ASSOCIATES	SUMMARY: SAMPLE TESTING SERVICES - MULTIPLE LOCATIONS
599446	30-Jan-2019	539.00	CALE AMERICA INC	ACCR18 - ACCT VANC000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 11 EA - 18DEC - PARKING
599447	30-Jan-2019	136.55	Carter, Bryan G	BOOT REIMBURSEMENT
599448	30-Jan-2019	225.00	Cary, Michelle Jean	REIMBURSEMENT FOR ARCHITECT BOARD RENEWAL FOR MICHELLE CARY
599449	30-Jan-2019	8,455.66	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	CHLORINE BUILDING DEMO AT WESTSIDE - EST 2 - THRU 01/03/19
599449	30-Jan-2019	9,667.31	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	CITY HALL WINDOW LEAKS EAST/WEST WALLS - EST 2 - THRU 01/03/19
599449	30-Jan-2019	4,509.59	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	FIRE STATION 7 SEPTIC TANK SERVICE - EST 1 - THRU 12/31/18
599449	30-Jan-2019	1,986.43	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	FIRSTENBURG FAMILY CHANGE ROOMS - EST 5 - THRU 01/03/19
599449	30-Jan-2019	1,782.64	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	FIRSTENBURG POOL GLASS DOOR REPAIR - EST 1 - THRU 01/28/19
599449	30-Jan-2019	4,672.14	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	OPS FUEL ISLAND CANOPY REPAIR - EST 1 - THRU 12/31/18
599449	30-Jan-2019	2,215.67	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	TENNIS CENTER IRRIGATION REPAIR - EST 1 - THRU 01/03/19
599449	30-Jan-2019	2,935.64	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	WATER STATION 9 FENCE REPAIR - EST 1 - THRU 01/03/19
599450	30-Jan-2019	2,500.00	CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES - THRU 12/31/18 - CMO - RECEIPT 139902 BY K PECK PER E-MAIL
599450	30-Jan-2019	7,109.00	CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES - THRU 12/31/18 - CMO - RECEIPT 139907 BY K PECK PER E-MAIL
599451	30-Jan-2019	15,362.97	CHINOOK RIVER LLC	SCIP CONTRACTOR PMT - WEATHERS (11703 NE 18TH ST)
599452	30-Jan-2019	30.40	CINDY STRICKLAND	REF PKG PERMIT COV08473
599453	30-Jan-2019	308.94	CITY BARK & RECYCLING LLC	ACCR18 - 18NOV - YARD DEBRIS - OPS CENTER
599454	30-Jan-2019	48.00	CITY OF VANCOUVER	CUST 100119 - ITM FEES - ITM INSPECTION-19-0423 - LOC ID 2121-0131 - 2325 W MILL PLAIN BLVD - 01/24/19 - OP CENTER
599454	30-Jan-2019	451.00	CITY OF VANCOUVER	CUST 583772 - FIRE CODE INSPECTION/OPERATING PERMIT FEES - INSPECTION-19-0469 - LOC ID 2208-0009 - FIRE SHOP - 7110 NE 63RD ST - 01/25/19 - OP CENTER
599454	30-Jan-2019	422.00	CITY OF VANCOUVER	CUST 583773 - FIRE CODE INSPECTION/OPERATING PERMIT FEES - INSPECTION-19-0468 - LOC ID 2208-0003 - FIRE STN 5 - 7110 NE 63RD ST - 01/25/19 - OP CENTER
599455	30-Jan-2019	152,938.00	CLARK COUNTY	2019 1ST QTR CRESA OPERATIONS/RADIO FEES - FIRE

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599455	30-Jan-2019	80.00	CLARK COUNTY	2019 INTERGRAPH PASS THROUGH BILLING - NETVIEWER MAINTENANCE - CODE ENFORCEMENT
599455	30-Jan-2019	133.33	CLARK COUNTY	ACCR18 PRO-RATED 2018 ANNUAL GIS SOFTWARE MAINT FEE - IT
599455	30-Jan-2019	56,500.50	CLARK COUNTY	AMR CRESA USER FEES - 2019 QTR 1 - BUDGET
599455	30-Jan-2019	50,921.25	CLARK COUNTY	CRESA EMERGENCY MGMT PER CAPITA FEES - 2019 QTR 1 - BUDGET
599455	30-Jan-2019	6,668.00	CLARK COUNTY	CRESA USER FEES - 2019 QTR 1 - CODE ENFORCEMENT
599455	30-Jan-2019	552,241.50	CLARK COUNTY	CRESA USER FEES - 2019 QTR 1 - VPD
599455	30-Jan-2019	4,639.61	CLARK COUNTY	PROBABLE CAUSE HEARINGS - 18JUL-DEC - BUDGET
599455	30-Jan-2019	110,319.65	CLARK COUNTY	SUPERVISION/WORK PROGRAMS UNITS - 18NOV - BUDGET
599456	30-Jan-2019	451.14	CLARK PUBLIC UTILITIES	ACCT 7483-245-2 ORDER 540030-1 SVC 1601 SE 97TH AVE - CONST
599456	30-Jan-2019	302.60	CLARK PUBLIC UTILITIES	ACCT 7483-246-0 ORDER 540031-1 SVC 12403 NE 44TH ST - CONST
599457	30-Jan-2019	297.40	CODE PUBLISHING CO	ACCR18 - PROJ 345127 - MUNICIPAL CODE WEB UPDATE - THRU 11/14/18 - ORDINANCES M-4212, M-4224, & M-4227 - FINANCE
599458	30-Jan-2019	37,576.86	COLUMBIA FORD	2019 FORD F150 EXTCAB 4X4 VIN 1FTEX1EB4KKC25384 - EQUIP SVCS
599458	30-Jan-2019	60,347.36	COLUMBIA FORD	2019 FORD F550 CC 4X2 DRW VIN 1FD0W5GY6KED40701 - EQUIP SVCS
599459	30-Jan-2019	109.95	COMCAST CABLE COMMUNICATIONS	8778 10 101 3255970 - 1/24/19-1/23/19 - VPD WEST PRECINCT
599460	30-Jan-2019	216.53	COMCAST CABLE COMMUNICATIONS	ACCT 8778 10 101 3570774 - HI SPEED INTERNET - 1/28/19-2/27/19 - CITY HALL
599461	30-Jan-2019	13,926.49	COMCAST CABLE COMMUNICATIONS	ACCR18 - ACCT 930010594 - ACTUAL 12/15/18-01/14/19 - INTERNET CHARGES AT MULTIPLE LOCATIONS - IT
599462	30-Jan-2019	3,000.00	CONFLUENCE PROJECT INC	2019 SUPPORT-NATIVE TRADITIONS OF LOWER COLUMBIA RIVER-CMO
599463	30-Jan-2019	1,170.72	COPIERS NORTHWEST	ACCT 343897 - CONTR CN18794-01 - CANON IPF825MFP - SER AADH0187 - 2019 ANNUAL BASE CHARGE - RECORDS/FACILITIES
599464	30-Jan-2019	336.87	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15540 - INTERPRETER SERVICES - 18DEC - VPD
599464	30-Jan-2019	431.65	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15541 - INTERPRETER SERVICES - 18DEC - HR
599465	30-Jan-2019	60.00	CRAIG MENDENHALL DBA AMERICAN SANI-CAN	12/03/18-12/30/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - GREENWAY - OPS - RECEIPT 139641 BY P NEWTON PER E-MAIL
599465	30-Jan-2019	60.00	CRAIG MENDENHALL DBA AMERICAN SANI-CAN	12/03/18-12/30/18 - WEEKLY PUMPING SVCS - CUSTOMER-OWNED UNIT - STREETS - OPS - RECEIPT 139641 BY P NEWTON PER E-MAIL
599466	30-Jan-2019	160.38	Cushman, Jeffery M (Jeff)	BOOT REIMBURSEMENT
599467	30-Jan-2019	2,819.74	CYBERSOURCE CORPORATION	ACCR18 - 18DEC - CREDIT CARD SERVICES - TREASURY - RECEIPTS 139949 (PO 76366) AND 139952 (PO 89736) BY C ALLEMANG PER E-MAIL
599468	30-Jan-2019	65.00	DAVID ICKERT	19JAN - PARKING STALL RENTAL - MEDIA SERVICES
599469	30-Jan-2019	234.80	DEX MEDIA WEST	ACCT #103505100 - ADVERTISING PARK HILL CEMETERY
599470	30-Jan-2019	240.84	DKS ASSOCIATES	ACCR18 - PROJ 16117-006 - 42ND & ST JAMES SIGNAL DESIGN - THRU 12/31/18 - TRANSP - RECEIPT 140001 BY A POWER PER E-MAIL
599470	30-Jan-2019	500.01	DKS ASSOCIATES	ACCR18 - PROJ 16117-007 - VANCOUVER MILL PLAIN SIGNAL TIMING - THRU 12/31/18 - TRANSP - RECEIPT 140000 BY A POWERS PER E-MAIL
599471	30-Jan-2019	124,350.85	DLT SOLUTIONS LLC	ORDER 4615789-R01 - CUST VAN02 - SUPP RENEWAL-OTHER - FORMS DEVELOPER-NAMED USER - 12/01/17-12/31/18 - INFO TECH - RECEIPT 139586 BY S COOLEY PER E-MAIL
599472	30-Jan-2019	3,694.35	EAGLE WEB PRESS	JOB 92150 - MESSENGER INSERTS/MAIL PROCESSING - 19JAN - MEDIA SERVICES
599473	30-Jan-2019	720.00	ELOCK TECHNOLOGIES LLC	2019 ANNUAL GATEWAY INTERNET CONN W/ CELL MODEM-3 EA - CED

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599474	30-Jan-2019	30,720.10	EMPLOYMENT SECURITY DEPT	ACCR18 - 2018 QTR 4 - ESD 000-945137-10-1 - EMP TAXES - HR
599475	30-Jan-2019	1,149.06	ENVIROISSUES INC	PROJ 158-002-005 - VANCOUVER STRONG EXECUTIVE SPONSORS FAC - THRU 11/30/18 - CMO
599475	30-Jan-2019	1,155.00	ENVIROISSUES INC	PROJ 158-002-007 - VANCOUVER 2019 CHARTER REVIEW COMMITTEE - THRU 12/31/18 - CMO
599476	30-Jan-2019	822.50	ERIC LANCIAULT ARCHITECT	ACCR18 - 06/29/18-07/28/18 - DESIGN/ENGINEERING SERVICES - TASK ORDER 36 - WATERFRONT PARK ELECTRICAL BLDG - OP CENTER/FACILITIES - RECEIPT 140097 BY S TURK PER E-MAIL
599476	30-Jan-2019	235.00	ERIC LANCIAULT ARCHITECT	ACCR18 - 07/29/18-08/28/18 - DESIGN/ENGINEERING SERVICES - TASK ORDER 36 - WATERFRONT PARK ELECTRICAL BLDG - OP CENTER/FACILITIES - RECEIPT 140099 BY S TURK PER E-MAIL
599477	30-Jan-2019	115.00	Eruhow-Hagan, Lisa S.	ICC PERMIT TECHNICIAN RENEWAL REIMBURSEMENT
599478	30-Jan-2019	92,140.00	ESRI INC	ORDER 3489198 - CUST 8116 - 2019 ENTERPRISE SOFTWARE LICENSE AGR 338976 - INFO TECH - RECEIPT 140058 BY J SCHOESSLER
599479	30-Jan-2019	8,236.87	ESTHER SHORT COMMONS LLP	FEB 19 ESTHER SHORT RETAIL SPACE
599480	30-Jan-2019	15,880.00	EUROFINS EATON ANALYTICAL INC	SUMMARY - SAMPLE TESTING SERVICES - 18DEC - OP CENTER
599481	30-Jan-2019	465.99	FAZIO BROTHERS SAND CO INC	CUST CIT VAN - MASON SAND - 45.25 TON - OPS CENTER
599482	30-Jan-2019	78,835.19	FERGUSON ENTERPRISES INC	SUMMARY: ORDERS - OPERATING SUPPLIES - WAREHOUSE
599483	30-Jan-2019	4,931.07	FIRE SYSTEMS WEST	SUMMARY: ACCR18 - REPAIRS - MULTIPLE LOCATIONS
599484	30-Jan-2019	120.00	FISHER'S LANDING EAST NEIGHBORHOOD ASSN (4096)	ACCR18 - 2018 GRANT FOR PARTICIPATING IN THE RECYCLE PROG - SOLID WASTE
599485	30-Jan-2019	120.00	FOREST RIDGE NEIGHBORHOOD ASSN	2019 PARTICIPATION IN THE RECYCLEU GRANT - SOLID WASTE
599486	30-Jan-2019	25.00	FORREST COLE	REF PKG CIT 7201204650
599487	30-Jan-2019	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-7406-041100-5 - 12/20/18-1/19/18 - FISHER WATER PUMP STATION - OPS CENTER
599488	30-Jan-2019	7,015.00	GALLAGHER BASSETT SERVICES INC	CONTR 00423500108 - CLIENT C004235000 - MONTHLY CLAIMS ADMINISTRATION SERVICE FEES - 01/31/19-02/27/19 - RISK - RECEIPT 139892 BY S LIGGIONS PER E-MAIL
599489	30-Jan-2019	2,487.07	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
599489	30-Jan-2019	174.52	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE STA 81
599490	30-Jan-2019	449.96	GENUINE PARTS COMPANY	SUMMARY: PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
599491	30-Jan-2019	2,620.00	GEOTECHNICAL RESOURCES INC DBA GRI	PROJ W1226 - PAVEMENT EVALUATION - STREET REHABILITATION PROGRAM - THRU 11/30/18 - OP CENTER
599492	30-Jan-2019	34.00	GILBARCO INC	CUST 111450 - MONTHLY INSPECTION OF FUEL TANK AT PEARSON AIRPORT - 18DEC - CMO
599493	30-Jan-2019	105.32	GORDIAN GROUP	ACCR18 - PROJ 4583 - CITY HALL HYDRONIC PUMP SUPPL - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/20/18 - PROCUREMENT
599493	30-Jan-2019	11,061.76	GORDIAN GROUP	ACCR18 - PROJ 4583 - CLARK CO MUSEUM OUTSIDE STAIRS/HVAC SUPPL - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/12/18 - PROCUREMENT
599493	30-Jan-2019	2,248.69	GORDIAN GROUP	ACCR18 - PROJ 4583 - DAY CARE CENTER FENCING/PAINTING SUPPL - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 08/24/18 - PROCUREMENT

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599493	30-Jan-2019	5,497.62	GORDIAN GROUP	ACCR18 - PROJ 4583 - FIRE 4 KITCHEN - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/28/18 - PROCUREMENT
599493	30-Jan-2019	542.74	GORDIAN GROUP	ACCR18 - PROJ 4583 - GENERATOR RECONNECT - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/03/18 - PROCUREMENT
599493	30-Jan-2019	916.26	GORDIAN GROUP	ACCR18 - PROJ 4583 - GRAVITY THICKENER #1 REHAB SUPPL DEHUMIDIFICATION - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/27/18 - PROCUREMENT
599493	30-Jan-2019	391.31	GORDIAN GROUP	ACCR18 - PROJ 4583 - METER REPLACEMENT PROJ PH 2 SUPPL - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 09/21/18 - PROCUREMENT
599493	30-Jan-2019	15,001.40	GORDIAN GROUP	ACCR18 - PROJ 4583 - MILL PLAIN BLVD 104TH TO CHKLOV DR IMPROVEMENTS - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/21/18 - PROCUREMENT
599493	30-Jan-2019	911.35	GORDIAN GROUP	ACCR18 - PROJ 4583 - ORCHARDS PUMP STATION EMERGENCY SHOWER - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/26/18 - PROCUREMENT
599493	30-Jan-2019	645.51	GORDIAN GROUP	ACCR18 - PROJ 4583 - SLOCUM HOUSE UPGRADES SUPPL - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/03/18 - PROCUREMENT
599493	30-Jan-2019	112.10	GORDIAN GROUP	ACCR18 - PROJ 4583 - ZHEN TOWER PLAZA JOC HANDYMAN PROJ SUPPL - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 12/03/18 - PROCUREMENT
599494	30-Jan-2019	1,130.00	GREG CAMPBELL DBA MEDCHRONOLOGY	ACCR18 - CUST: LLOYD - SET-UP/MEDICAL SUMMARY SERVICES - JOB: SANDERS - THRU 12/17/18 - RISK
599495	30-Jan-2019	4,098.95	H&H WOOD RECYCLERS INC	ACCT 10-000006E - 12/16/18-12/30/18 - FALL LEAF DISPOSAL - MP ENG - RECEIPT 139850 BY L JONES PER E-MAIL
599496	30-Jan-2019	5,349.02	HALBERT CONSTRUCTION LLC	INV 782-91093-1 - LUEPKE HARDWOOD FLOOR REFINISH - EST 1 - THRU 12/31/18
599496	30-Jan-2019	52,060.11	HALBERT CONSTRUCTION LLC	INV 783-90980-1 - LUEPKE/MARSHALL GENERATOR PROJECT - EST 1 - THRU 12/31/18
599496	30-Jan-2019	6,578.06	HALBERT CONSTRUCTION LLC	INV 784-91490-1 - WREC ELEVATOR ELECTRICAL - EST 1 - THRU 12/31/18
599496	30-Jan-2019	462.26	HALBERT CONSTRUCTION LLC	INV 786-89229-13 - DISTINCTIVE LANDSCAPE - EST 12 - THRU 12/31/18
599496	30-Jan-2019	10,602.82	HALBERT CONSTRUCTION LLC	INV 789-89881-1 - FIRSTENBURG GYM FLOOR HEAT RETURN - EST 1 - THRU 12/31/18 - MDH
599496	30-Jan-2019	43,019.91	HALBERT CONSTRUCTION LLC	INV 791-89133-3 - GRAVITY THICKENER PROJECT - EST 3 - THRU 12/31/18
599496	30-Jan-2019	4,628.31	HALBERT CONSTRUCTION LLC	INV 791-89474-1 - VPD WEST WINDOW REPLACEMENT - EST 1 - THRU 12/31/18
599496	30-Jan-2019	48,489.65	HALBERT CONSTRUCTION LLC	INV 799-88767-2 - TRASH ENCLOSURES - EST 2 - THRU 01/28/19
599496	30-Jan-2019	3,611.89	HALBERT CONSTRUCTION LLC	JOB 18-456 - PROFESSIONAL SERVICES - THRU 12/31/18 - OP CENTER
599497	30-Jan-2019	920.96	HDJ DESIGN GROUP	ACCR18 - PROJ HDJ3755-000 - NE 137TH AVE CORRIDOR - 18DEC - CONSTRUCTION - RECEIPT 140154 BY L PETERSEN PER E-MAIL
599498	30-Jan-2019	4,049.11	INSTA PIPE INC	SANITARY SEWER BASIN S1-1 - LATERAL REHAB PHASE II - RETAINAGE RELEASE
599499	30-Jan-2019	20.00	INTERNATIONAL ASSN PLUMBING & MECHANICAL OFFICIALS	2019 MEMBERSHIP - MIKE SHRUM - OP CENTER

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599500	30-Jan-2019	1,920.85	INTERSTATE RENTALS INC	ACCR18 - 10/05/18-10/06/18 - EQUIPMENT RENTAL - OLD APPLE TREE FESTIVAL - URBAN FORESTRY
599501	30-Jan-2019	200.00	INVESTIGATIVE SOLUTIONS LLC	INVESTIGATIVE SVCS-A MASON-ROTH #22336V-10/17/18-11/09/18-CMO
599501	30-Jan-2019	180.00	INVESTIGATIVE SOLUTIONS LLC	INVESTIGATIVE SERVICES - L MARTINEZ-JARA #8Z0480928 - 11/13/18-12/07/18 - CMO
599502	30-Jan-2019	315.00	IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT INC	CUST 24WNH - RECORDS STORAGE/RETRIEVAL - 11/28/18-12/24/18 - FINANCE
599503	30-Jan-2019	659.71	IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 18DEC - VPD - RECEIPTS BY A CARMEN PER E-MAIL
599504	30-Jan-2019	1,250.00	JCI JONES CHEMICALS INC	ORDER 574538 - CHLORINE 150 LB CYLINDERS - 5 EA - OP CENTER
599505	30-Jan-2019	500.00	JEFF ELLIS & ASSOCIATES INC	2019 ILTP TRAINING CENTER PROVIDER FEES - PARKS - RECEIPT 139717 BY J FIELDS PER E-MAIL
599506	30-Jan-2019	84,091.00	JEFFREY BARRAR PS AKA VANCOUVER DEFENDERS	19FEB PUBLIC DEFEND FRIMARY AND INVESTIGATOR - CMO
599507	30-Jan-2019	25.00	JEFFREY GROSE	ACCR18 - REF PKG CIT 7200810819
599508	30-Jan-2019	31.26	JOHN JACOBS	REF PKG PERMIT COV06962
599509	30-Jan-2019	1,588.00	KELLY SERVICES INC	MELVIN, DJ - ORDER A2615 - W/E 01/20/19 - INFO TECH - RECEIPT 140123 BY J SCHOESSLER PER E-MAIL
599510	30-Jan-2019	7,262.80	L&S CONTRACTORS	SCIP CONTRACTOR PMT-MARTIN/SMALL (12209 SE MCGILLIVRAY BLVD)
599511	30-Jan-2019	798.91	LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS EZ STREET ASPHALT SALES - 6.7 TON - THRU 12/17/18 - OPS CENTER
599512	30-Jan-2019	2,414.23	LAKEYLAND DBA NORTHWEST SAFETYS CLEAN	ACCR18 - NFPA ADVANCED CLEANING/REPAIRS/GEN REPAIRS - FIRE
599512	30-Jan-2019	722.22	LAKEYLAND DBA NORTHWEST SAFETYS CLEAN	ACCR18 - TURNOUT WASH/NFPA ADVANCED CLEANING/GENERAL REPAIRS - FIRE
599513	30-Jan-2019	1,554.00	LAW OFFICES OF SUSAN DRUMMOND PLLC	FILE VANLU - LEGAL ASSIST - LAND USE ISSUES - THRU 12/18/18 - LAW
599514	30-Jan-2019	45,143.43	LEE CONTRACTORS LLC	ACCR18 - WATER STATION 5-7 STORAGE TOWER-SEISMIC IMPROVEMENTS - EST 7 - THRU 01/05/19
599515	30-Jan-2019	17,184.66	LIFE INSURANCE CO OF NORTH AMERICA	2019 JANUARY LIFE PREMIUMS
599515	30-Jan-2019	13,919.03	LIFE INSURANCE CO OF NORTH AMERICA	2019 JANUARY LTD PREMIUMS
599516	30-Jan-2019	150.00	Lindsley, Jeff Dean	BOOT REIMBURSEMENT
599517	30-Jan-2019	116.35	LINGUAVA INC	CUST 19059 - INTERPRETING SERVICES - 11/19/18-12/12/18 - VPD - RECEIPT 139778 BY A CARMAN PER E-MAIL
599518	30-Jan-2019	2,770.34	LOOMIS ARMORED US LLC	ACCR18 - ACCT 10038010/1700 - 18DEC - ARMORED CAR SERVICES - MULTIPLE CITY LOCATIONS - FINANCE - RECEIPTS 139953 & 140039 BY C ALLEMANG PER E-MAIL
599519	30-Jan-2019	25.00	LOUIS SUTTON	REF PKG CIT 7201004974
599520	30-Jan-2019	9,520.00	LSW ARCHITECTS PC	ACCR18 - PROJ 2018-0040 - FVRL FACILITY ASSESSMENT PHASE I - THRU 12/31/18 - CMO - RECEIPT 139895 BY C PECK PER E-MAIL
599521	30-Jan-2019	151.76	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CITY HALL - MONTHLY PLANT MAINTENANCE - 19JAN - RECEIPT 139654 BY A POWERS PER E-MAIL
599521	30-Jan-2019	135.50	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION 4500 SE COLUMBIA - PLANT SERVICE - 19JAN - MP ENG - RECEIPT 139707 BY A POWERS PER E-MAIL

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<u>Check Number</u>	<u>Check Date</u>	<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>
599522	30-Jan-2019	50.00	MARK SIERRA	ACCR18 - REF PKG CIT 7200902472
599523	30-Jan-2019	9,024.00	MARSHALL & ASSOC INC	ACCT 0015-001 - 2019 ANNUAL SUBSCRIPTION - 47 UNITS - JOB VANCOUVERPW-0015-001-V001 - OP CENTER
599524	30-Jan-2019	932.47	MCFARLANES BARK INC	SUMMARY: 18DEC - YARD DEBRIS DISPOSAL - COUPON PROGRAM - SOLID WASTE
599525	30-Jan-2019	1,000.00	MESSAGE GEARS LLC	19JAN - USAGE FEE - INFO TECH
599526	30-Jan-2019	6,811.00	MILL PLAIN ELECTRIC INC	ACCR18 - JOB 710236 - MAIN ST SIGNAL/STREET LIGHT REPAIRS - THRU 11/05/18 - OP CENTER
599527	30-Jan-2019	184.76	MILLER MENDEL INC	ACCR18 - 18OCT-18DEC - ESOPH DATA STORAGE CHARGES/OVERAGES - INFO TECH FOR VPD
599528	30-Jan-2019	5,884.97	MISCELLANEOUS	SUMMARY: MISCELLANEOUS REFUNDS
599575	30-Jan-2019			
599576	30-Jan-2019	400.00	MKE & ASSOCIATES INC	PROJ VA-5035 - GENERATOR ADDITION - LEUPKE/MARSHALL CTRS - THRU 12/25/18 - OPS - RECEIPT 139732 BY P NEWTON PER E-MAIL
599577	30-Jan-2019	1,028.94	MOBES BUSINESS FORMS INC	30 M LASER INVOICES
599577	30-Jan-2019	3,882.89	MOBES BUSINESS FORMS INC	UTILITY BILLING FORMS - UTILITIES
599578	30-Jan-2019	706.84	Molina, Joseph B	4378 TRIAL - TACOMA WA
599579	30-Jan-2019	948.75	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 12/30/18 - PAYROLL WORK DAY PROJ
599580	30-Jan-2019	1,684.00	MUNICIPAL EMERGENCY SVCS INC	CUST C63793 - SO1224356 - POINT BLANK AXIIA & ACCESSORIES - VPD
599581	30-Jan-2019	500.00	NAGRA & ATWAL CORPORATION	FEB 19 OPS PARKING LEASE
599582	30-Jan-2019	4,178.05	NATIONAL PARK SERVICE	FEB 19 PEARSON AIR PARK LEASE
599583	30-Jan-2019	1,101.25	NEOPOST USA INC	ORDER 647486 - 2019 SOFTWARE ADVANTAGE UPGRADE - INFO TECH - PO 91626/ RECEIPT 140030 BY J SCHOESSLER PER E-MAIL
599584	30-Jan-2019	1,016.45	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 12/12/18-12/21/18 - VPD - RECEIPT 139763 BY A CARMAN PER E-MAIL
599585	30-Jan-2019	216.79	Netherda, Matthew G	BOOT REIMBURSEMENT
599586	30-Jan-2019	1,000.00	NORTH AMERICAN BIKE-SHARE ASSOCIATION	2019 MEMBERSHIP DUES - CED
599587	30-Jan-2019	228,955.00	NORTHWEST CONSTRUCTION	EVERGREEN ESTATES SANITARY SEWER IMPROVEMENTS - EST 3 - THRU 01/05/19
599588	30-Jan-2019	600.00	NORTHWEST HEALTH & SAFETY INC	01/16/19 - FIRST AID TRAINING - 12 STUDENTS - FIRSTENBURG COMM CTR - PARKS
599589	30-Jan-2019	3,682.89	NORTHWEST LANDCARE	SCIP CONTRACTOR PMT - RUBEY (7919 NE 123RD AVE)
599590	30-Jan-2019	12,071.54	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 1/6/19
599591	30-Jan-2019	16.54	NW NATURAL	ACCT #2620143-4 - GAS USAGE 12/19/18-1/22/19 - ENGLISH PIT
599592	30-Jan-2019	10,202.61	NYLUND HOMES	SCIP CONTRACTOR PMT - HEIMBUCH (14320 NE 82ND ST)
599593	30-Jan-2019	1,092.47	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18DEC - OP CENTER - RECEIPT 139617 BY P TANDY PER E-MAIL
599593	30-Jan-2019	217.21	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 18DEC - OP CENTER/TRAFFIC - RECEIPT 139616 BY P TANDY PER E-MAIL
599594	30-Jan-2019	246.58	ORION MEDICAL SUPPLY INC	ACCT VAN-200 - EMT MEDICAL SUPPLIES - FIRE
599595	30-Jan-2019	123.86	Orme, Jeffery R	BOOT REIMBURSEMENT
599596	30-Jan-2019	40.00	OSWEGO DRYWALL INSTALLERS INC	ACCR18 - REF PKG CIT 0097399
599597	30-Jan-2019	14,203.81	OTAK INC	PROJ 018843.A00 - BRIDGE LOAD RATINGS - THRU 12/31/18 - OP CENTER - RECEIPT 139872 BY L PETERSEN PER E-MAIL

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599598	30-Jan-2019	890.89	PACIFIC FURNISHINGS	ORDER 16810 - RECEIVE/DELIVERY/INSTALLATION - HERMAN MILLER WORK CHAIR - DELIVERED 12/28/18 - CITY HALL/PROCUREMENT - PROPERTY SERVICES
599599	30-Jan-2019	4,227.60	PACIFIC SITEWORKS	SCIP CONTRACTOR PMT - WILKEN (719 NE 104TH AVE)
599600	30-Jan-2019	14.10	PARKMOBILE USA INC	ACCR18 - CUST 832027 - 18DEC - END USER FEES - PARKING
599601	30-Jan-2019	100.00	PATRICK HILDRETH DBA PDH CREATIVE	WEB CARE/HOSTING - MARKETING OUTREACH - CDD
599602	30-Jan-2019	650.00	PAUL LEWIS	ACCR18 - MULTI-FAMILY PROPERTY TAX EXEMPTION PROGRAM SUPPORT - 12/17/18-12/27/18 - CED
599603	30-Jan-2019	2,266.00	PORTLAND ADVENTIST MEDICAL CENTER	ACCR18 - 18DEC - MEDICAL TESTING SERVICES - HR
599603	30-Jan-2019	150.00	PORTLAND ADVENTIST MEDICAL CENTER	ACCR18 - 18DEC - MEDICAL TESTING SERVICES - POST-OFFER JOB SCREENING - HR
599604	30-Jan-2019	1,086.26	PORTLAND MECHANICAL CONSTRUCTION INC	REPLACE OVEN ELEMENT - FIRE STATION 5 - 7110 NE 63RD ST - THRU 12/21/18 - OP CENTER - RECEIPT 139857 BY P NEWTON PER E-MAIL
599605	30-Jan-2019	50.00	PPC SOLUTIONS INC	ACCR18 - CUST 2409 - SECURITY SERVICES - CITY HALL PARKING REIMBURSEMENT - 18DEC - M SHRUM/OP CENTER - RECEIPT 13994 BY P NEWTON PER E-MAIL
599605	30-Jan-2019	4,308.60	PPC SOLUTIONS INC	ACCR18 - CUST 2409 - SECURITY SERVICES - PATROL/CITY HALL - 18DEC - M SHRUM/OPS - RECEIPT 139975 BY P NEWTON PER E-MAIL
599605	30-Jan-2019	186.32	PPC SOLUTIONS INC	ACCR18 - CUST 2409 - SECURITY SVCS - PATROL/SPECIAL EVENTS - FCC - 12/23/18-12/31/18 - RECEIPT 139964 BY C VOGELZANG PER E-MAIL
599605	30-Jan-2019	7,452.80	PPC SOLUTIONS INC	ACCR18 - CUST 2409 - SECURITY SERVICES - TOWN PLAZA MALL - 18DEC - M SHRUM/OPS - RECEIPT 139973 BY P NEWTON PER E-MAIL
599605	30-Jan-2019	1,116.00	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/65TH LOT/DEVINE PARK - 18DEC - T ESARY/OPS - RECEIPT 139786 BY P NEWTON PER E-MAIL
599605	30-Jan-2019	4,572.50	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/BAGLEY/COLUMBIA SPRINGS/ESTHER SHORT/HAAGEN/LEVERICH/MARSHALL PARKS-OLD CITY/PARK HILL CEMETERY - 18DEC - D WANNAMAKER/OP CENTER - RECEIPT 139784 BY P TANDY PER E-MAIL
599605	30-Jan-2019	1,638.00	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/DAVID DOUGLAS/MARINE/WINTLER PARKS/CALL-OUTS - 18DEC - PARKS - RECEIPT 139655 BY C VOGELZANG PER E-MAIL
599605	30-Jan-2019	837.00	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/OP CENTER - 18DEC - B POTTER/OP CENTER - RECEIPT 139785 BY P NEWTON PER E-MAIL
599605	30-Jan-2019	558.00	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/WATER RESOURCE CENTER - 18DEC - WREC - RECEIPT 139669 BY R DAVIDSON PER E-MAIL
599606	30-Jan-2019	128.44	PRAXAIR DISTRIBUTION INC	ACCR18 - CUST 73769060 - CO2 LIQUID BULK TANK 460# - THRU 12/21/18 - PARKS & REC FIRSTENBJRG POOL
599606	30-Jan-2019	131.14	PRAXAIR DISTRIBUTION INC	CUST 83600654 - CO2 LIQUID BULK TANK 460# - THRU 12/31/18 - PARKS & REC MARSHALL POOL
599607	30-Jan-2019	240.00	PROFESSIONAL CREDIT SERVICE	SUMMARY: ACCR18 - REF 4 CIT
599608	30-Jan-2019	1,700.00	PROFESSIONAL SERVICE INDUSTRIES	ACCR18 - CUST 1104830 - PROJ 07022156 - VANC WATER STATIONS 5, 6, & 7 - THRU 12/11/18 - CONSTRUCTION
599609	30-Jan-2019	3,311.00	QUICK CAPTION INC	ACCR18 - 18DEC - PROVIDE REMOTE BROADCAST CAPTIONING SERVICES - MEDIA SERVICES

INVOICE PAYMENTS REPORT

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599610	30-Jan-2019	708.23	QWEST CORP DBA CENTURY LINK	PDX LINES CITYWIDE
599611	30-Jan-2019	761.42	QWEST CORP DBA CENTURY LINK	ACCR18 - ACCT # 83755295 - 12/12/18 - 1/11/19 - CURRENT CHGS - IT
599612	30-Jan-2019	6,214.64	QWEST CORP DBA CENTURY LINK	19JAN - CITYWIDE PHONE LINES
599613	30-Jan-2019	135.49	Ramsby, Crystal L	BOOT REIMBURSEMENT
599614	30-Jan-2019	208.67	RENTOKIL NORTH AMERICA INC	CUST 30279 - MONTHLY PEST CONTROL MAINTENANCE - 01/02/19 - FIRSTENBURG COMM CTR - RECEIPT 138712 BY P NEWTON PER E-MAIL
599615	30-Jan-2019	4,431.98	RETAIL LOCKBOX INC	EPAY AND SUSPENSE - TRANS FEES - THRU 12/31/18 - TREASURY
599616	30-Jan-2019	92.14	RIVERSIDE CONTAINERS LLC	JOB 49628 - RENTAL - 20' STEEL CONTAINER - 19JAN - CONSTRUCTION - RECEIPT 139618 BY L PETERSEN PER E-MAIL
599617	30-Jan-2019	1,994.88	ROBERT HALF INTERNATIONAL	ACCR18 - CUST 03660-000152000 - RUTLEDGE JANET - W/E 12/28/18 - HR
599618	30-Jan-2019	363.00	Sawyer, Casey R	CDL TEST, LICENSE & PERMIT FEE REIMBURSEMENT
599619	30-Jan-2019	138.16	Scukanec, John E	CLOTHING ALLOWANCE REIMBURSEMENT FOR JOHN SCUKANEC
599620	30-Jan-2019	8,200.75	SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 19JAN - MEDIA SERVICES - RECEIPT 139755 BY T RAMIREZ
599621	30-Jan-2019	200.00	SHELDON WONG	01/06/19 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
599622	30-Jan-2019	49,976.25	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SVCS - THRU 12/31/18 - IT - RECEIPT 139878 BY S COOLEY PER E-MAIL
599622	30-Jan-2019	7,230.15	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES/EXPENSE REIMBURSEMENT - THRU 12/31/18 - INFO TECH - RECEIPT 139877 BY S COOLEY PER E-MAIL
599623	30-Jan-2019	4,038.99	SKILLED STRATEGIES LLC	2018 LIEUTENANT PROMOTIONAL TEST DEVELOPMENT/FACILITATION - THRU 12/31/18 - VPD/HR
599624	30-Jan-2019	370.00	SOLUTIONS NW INC	ACCR18 - FILE 334 - ERGONOMICS ASSESSMENT - 18OCT - MP ENG
599625	30-Jan-2019	5,096.25	SONIA LOPEZ DBA ACTION ONSITE INC	18DEC - INJURY ASSESSMENT TRAINING - OP CENTER - RECEIPT 139658 BY P NEWTON PER E-MAIL
599626	30-Jan-2019	30.00	SOUTHWEST WASHINGTON CHAPTER OF ICC	2019 MEMBERSHIP DUES - MIKE SHRUM - OP CENTER
599627	30-Jan-2019	13.64	STATE OF OREGON	ACCR18 - ACCT 83038 - AUTOMATED METER SKIPS-CARD/TAPE ENTRY RECORDS - THRU 12/31/18 - PARKING
599628	30-Jan-2019	30.00	STATE OF WASHINGTON	2019 NOTARY PUBLIC NEW APPLICATION - M ATKINSON - CED
599629	30-Jan-2019	30.00	STATE OF WASHINGTON	2019 NOTARY PUBLIC NEW APPLICATION - E VASILCHUK - CED
599630	30-Jan-2019	6,017.00	STATE OF WASHINGTON	ACCR18 - PROJ JM0203L - CUST 916001288 5 - MATERIAL LAB CHARGES - 18NOV - CONSTRUCTION
599631	30-Jan-2019	7,340.42	STATE OF WASHINGTON	ACCR18 - PROJ JM0203L - CUST 916001288 5 - MATERIAL LAB CHARGES - 18DEC - CONSTRUCTION
599632	30-Jan-2019	34,276.08	STATE OF WASHINGTON	ACCR18 - AUDIT 45211 - MCAG 0247 - FINANCIAL/ACCOUNTABILITY AUDIT SVCS -18DEC - FINANCE - RECEIPT 140089 BY C ALLEMANG PER E-MAIL
599633	30-Jan-2019	78,024.06	STATE OF WASHINGTON	ACCR18 LEASEHOLD EXCISE TAX RETURN Q4-18 ~ PUBLICLY OWNED PROPERTY
599634	30-Jan-2019	148,045.92	STATE OF WASHINGTON	4 QTR 2018 SELF INSURANCE
599635	30-Jan-2019	22.24	STERICYCLE INC	CUST 6029888 - 19JAN - MEDICAL WASTE REMOVAL - VPD
599636	30-Jan-2019	21.68	Sugich, Robbie L	PAPER PRODUCTS AND PARTY FAVORS FOR FCC VOLUNTEER RECOGNITION ON JAN. 29 2019 REIMBURSEMENT
599637	30-Jan-2019	95.00	T2 SYSTEMS INC	ACCR18 - CUST 1359 - ROVR SERVICE - 18DEC - MIN FEE - PARKING
599638	30-Jan-2019	87,087.40	TAPANI UNDERGROUND INC	ACCR18 - WATERFRONT PARK TRAIL - EST 19 - THRU 12/31/18

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599639	30-Jan-2019	3,120.00	TEKSYSTEMS	BAKER MICHAEL - W/E 01/12/19 - INFO TECH - RECEIPT 139980 BY J SCHOESSLER PER E-MAIL
599639	30-Jan-2019	3,105.00	TEKSYSTEMS	BENSON ROBERT - W/E 01/12/19 - INFO TECH - RECEIPT 139981 BY J SCHOESSLER PER E-MAIL
599639	30-Jan-2019	3,200.00	TEKSYSTEMS	LAWSON COREY - W/E 01/12/19 - INFO TECH - RECEIPT 139979 BY J SCHOESSLER PER E-MAIL
599640	30-Jan-2019	17,195.36	THOMPSON BROS EXCAVATING INC	SCIP CONTRACTOR PMT - SCHMER (9811 NE 152ND AVE)
599641	30-Jan-2019	135.50	TOWING & RECOVERY SERVICES INC	TOWING - '02 BMW 325I - LIC BJS0013 WA - FROM 13503 SE MILL PLAIN TO EAST PRECINCT - CASE UNSPECIFIED - VPD
599641	30-Jan-2019	108.40	TOWING & RECOVERY SERVICES INC	TOWING - '98 OLDS INTRIGUE - LIC WNF-613 OR - FROM 5500 NE 72ND AVE TO WEST PRECINCT - CASE UNSPECIFIED - VPD
599642	30-Jan-2019	303.19	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	ACCT 230397 - DATABASE SEARCH FEES - 18DEC - VPD
599643	30-Jan-2019	9,408.00	TRIANGLE RESOURCES INC	18DEC - LEAF COUPONS - 247 EA - SOLID WASTE
599643	30-Jan-2019	508.00	TRIANGLE RESOURCES INC	18DEC - YARD DEBRIS - GROUNDS
599644	30-Jan-2019	94.85	TRIPLE J ENTERPRISES	12/31/18 - TOWING - '16 HYUNDAI ACCENT - LIC 518-JCD - FROM 2600 BLK "T" ST TO VPD/WEST PRECINCT - CASE 20403 - VPD
599645	30-Jan-2019	3,102.58	TYREE OIL, INC	CUST 0048324 - ORDER C686478 - OPERATING SUPPLIES - DELIVERED 01/04/19 - EQUIP SERVICES
599646	30-Jan-2019	44.51	UNITED PARCEL SERVICE	19JAN - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER
599647	30-Jan-2019	86.65	UNITED PARCEL SERVICE	19JAN - SHIPPER #8E9480 - 1/19/19 SHIPPING CHARGES - MAIL ROOM
599648	30-Jan-2019	200.00	UNITED STATES POSTAL SERVICE	POSTAGE DUE 95004-000
599649	30-Jan-2019	3,000.00	UNITED STATES POSTAL SERVICE	PERMIT #728 BULK MAIL
599650	30-Jan-2019	4,163.89	UNIVERSAL FIELD SERVICES INC	JOB 1483 - CUST 159BF - SE MILL PLAIN BLVD-104TH AVE TO CHKLOV DR PROJECT - 18DEC - TRANSPORTATION/CONSTRUCTION
599650	30-Jan-2019	653.17	UNIVERSAL FIELD SERVICES INC	JOB 1927 - CUST 159BF - RIGHT OF WAY SERVICES-NE 112TH AVE PROJECT - 18DEC - TRANSPORTATION/CONSTRUCTION
599651	30-Jan-2019	1,084.00	US WATER SERVICES INC	SUMMARY - 19JAN - MONTHLY CHILLER/BOILER CHEM TESTING - MULTIPLE LOCATIONS
599652	30-Jan-2019	265.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	SUMMARY: ACCR18 - DEODORIZING SERVICE - SEP-DEC - FIRE/OPS
599653	30-Jan-2019	360.36	VANCOUVER BOLT & SUPPLY INC	ACCR18 - ORDER VA-00226678-0000 - 18NOV - OPERATION SUPPLIES - OPS CENTER
599654	30-Jan-2019	200.00	VAST DATA CONCEPTS LLC	19JAN - MONTHLY USER FEE - INFO TECH - RECEIPT 140007 BY J SCHOESSLER PER E-MAIL
599655	30-Jan-2019	1,459.69	VERIZON WIRELESS	ACCT 871249990-00001 - 12/19/18-1/18/19 - CED
599656	30-Jan-2019	994.05	VERIZON WIRELESS SERVICES LLC	ACCR18 - ACCT 772562790-00001 - WIRELESS SERVICE - 12/11/18-01/10/19 - FACILITIES
599656	30-Jan-2019	30.04	VERIZON WIRELESS SERVICES LLC	ACCR18 - ACCT 772562790-00002 - GO CAMERAS 12/11/18-01/10/19 - FACILITIES WIRELESS
599657	30-Jan-2019	3,210.00	WA STATE DIST 6 AMATEUR SOFTBALL ASSN	2019 TEAM USA SOFTBALL REG/TOURN ASSESS FEE - PARKS
599658	30-Jan-2019	140.00	WA STATE PATROL	ACCT VAN313-CPL PROG-MONTHLY BKGD CKS-10 EA-18DEC-VPD
599659	30-Jan-2019	566.38	WALLIS ENGINEERING PLLC	18DEC - PROJ VAN15ES:01 - 2018 VANCOUVER CURB RAMPS - THRU 12/31/18 - OP CENTER - RECEIPT 139875 BY P NEWTON PER E-MAIL

INVOICE PAYMENTS REPORT

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599659	30-Jan-2019	4,324.41	WALLIS ENGINEERING PLLC	18DEC - PROJ VAN15ES:02 - 162ND/164TH CURB RAMPS - THRU 12/31/18 - OP CENTER - RECEIPT 139875 BY P NEWTON PER E-MAIL
599659	30-Jan-2019	7,541.22	WALLIS ENGINEERING PLLC	18DEC - PROJ VAN18ES:01 - MACARTHUR & 4TH PLAIN ADA RAMPS - THRU 12/31/18 - OP CENTER - RECEIPT 139821 BY P TANDY PER E-MAIL
599660	30-Jan-2019	250.85	WALTER E NELSON CO	CUST 21069 - ORDER 496291 - JANITORIAL SUPPLIES - FIRE
599661	30-Jan-2019	338.97	WASHINGTON STATE DEPT OF ECOLOGY	PERMIT WAR307385 - WATER QUALITY PROG STORMWATER CONST PERMIT - 07/01/18-06/30/19 - MP ENG - CODING 176-WWD-02-86-00-190
599662	30-Jan-2019	100,809.00	WASHINGTON STATE DEPT OF HEALTH	PWS ID 91200 L - OWNER 006276 - 2019 OPERATING PERMIT FOR PUBLIC WATER SYSTEM - OP CENTER
599663	30-Jan-2019	830.56	WASTE MANAGEMENT	ACCR18 - CUST 20-39654-03005 - 18DEC - MEDICAL WASTE REMOVAL - FIRE
599664	30-Jan-2019	26,242.49	WILCOX & FLEGEL	SUMMARY: FUEL PURCHASES FIRE & OPS - EQUIP SERVICES
599665	30-Jan-2019	799.00	WILLIS OF SEATTLE INC	SUMMARY - ENDORSEMENTS - ADD VEH - INLAND MARINE POLICY - RISK
599666	30-Jan-2019	26,317.21	WIRE WORKS LLC	SUMMARY: LABOR/SUPPLIES FOR DODGE CHARGER UNITS - VPD - EQUIP SERVICES
599667	30-Jan-2019	62.04	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 12/29/18 - FINANCE/MAILROOM
599668	30-Jan-2019	850.00	YAKIMA COUNTY	2018 INTERLOCAL AGREEMENT FOR TECHNOLOGY SERVICES - 18DEC - INFO TECH - APPROVED PER J SCHOESSLER PER E-MAIL
599669	30-Jan-2019	25.68	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
20001465	31-Jan-2019	2,593.32	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
	SUBTOTAL	4,727,739.59		
VISA	5-Feb-19	2,124.75	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 1-29-2019 thru 2-4-19
VISA	5-Feb-19	1,300.03	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 1-29-2019 thru 2-4-19
VISA	5-Feb-19		MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS - 1-29-2019 thru 2-4-19
VISA	4-Feb-19	189.20	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 1-29-2019 thru 2-4-19
	SUBTOTAL	3,613.98		
	TOTAL	4,731,353.57		

**City of Vancouver
Payroll Council Report
January 29, 2019 - February 4, 2019**

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\$ 127,667.09