

Contract of Solid Waste Handling and Disposal  
Between  
West Waste & Recycling, Inc.  
And  
City of Forks

This contract is entered into the 25 day of March 2024 by and between the City of Forks (hereinafter called "City"), and West Waste & Recycling, Inc. (hereinafter called "Contractor").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

0.5 Prior Contract. By mutual agreement of the parties the prior contract between West Waste and Recycling, Inc. and the City of Forks dated 22<sup>nd</sup> day of September 2008, is modified by this contract.

1. Solid Waste and Service Area. As of the date of this agreement, the Contractor has the exclusive right during the term of this contract to collect and haul for hire over the streets and alleys of City all solid waste collected from public and private customers located within the territories of the corporate limits of the City. "Solid Waste" shall be interpreted to be in the identical manner as it is defined in RCW 70A.205.015(24), EXCEPT it does not include "sewage sludge" and "abandoned vehicles or parts thereof."
2. Service Requirements. Contractor shall be required to furnish collection service to any person or organization, public or private, within the corporate limits of City after receipt of a written request for such service.

Contractor shall offer, at the least, daily collections of solid waste throughout those areas zoned commercial and industrial in the Forks Proposed Zoning Code except on weekends and holidays and at least once a week in all other areas; provided, that City may modify this clause as to frequency of collections will be made, and Contractor shall comply with all such modifications adopted by the Forks City Council.

3. Recyclables. The parties acknowledge and understand that the earlier markets associated with recyclable materials have significantly changed over the past fifteen years with many previously recyclable materials no longer having a market, or the cost to getting them to a commercial purchaser exceeds the money received from their sale.

However, there are items that are recyclable and there may be markets that reemerge for other materials. Contractor currently collects commercial and institutional recyclables for which the costs are covered by the sale of said materials. In addition, the Contractor allows individuals to dispose of other recyclables at its transfer facility. These residential recyclables are usually of the same type of materials as collected from the commercial users.

Recognizing that the recyclable market is subject to change, the Contractor will at least twice a year advertise within the Forks Forum what materials can and cannot be recycled by commercial and institutional entities. In addition, at least twice a year, the Contractor will advertise in a prominent matter what type of materials may be recycled by individuals coming to its transfer station. The Contractor will promote in the form of radio and newspaper advertisements, as well as other reasonable means and methods when feasible and cost effective to do so, recycling materials at the Contractor's designated transfer station. Any flyers, as well as any print and/or radio advertisements will be done in both English and Spanish.

Further, the Contractor agrees to meet with the City when mutually beneficial to provide updates on changes in the recycling markets that may impact current operations and collections, or future operations and collections. Where possible, the parties agree to hold such discussions within the context of a City Council meeting that would be open to the public and an identified agenda item at such a meeting.

Upon the City adopting a mandatory recycling requirement by ordinance, and commencing on a date to be mutually agreed upon, the Contractor shall collect and remove all recyclables collected in the City of Forks. As part of such a recycling program, established by ordinance, the Contractor will comport their recycling program with the provisions of the ordinance governing and regulating the collection and disposal of recyclables and a recycling program cooperatively and disposal of recyclables and a recycling program cooperatively developed between Contractor and City. The recycling program may include materials such as glass, plastic, paper, cardboard, and aluminum, however, the ordinance or its implement agreements may include or exclude items in this list.

4. Local Office or Telephone. The Contractor shall provide an office and/or answering machine or telephone service during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, through which the City and residents of the City may contact the Contractor on any matter which relates to the performance of its services or answering machine 9:00 a.m. through 5:00 p.m. on Saturdays and Sundays for that same purpose.
5. Expenses. The Contractor shall pay all expenses connected with the collection, removal and transport of solid waste, recyclables, and yard waste in accordance with the laws of the State of Washington. The Contractor shall also pay all expenses for the construction and operation of a transfer station as required by this contract, and for the execution of any other responsibilities required by this contract.
6. Ownership of Recyclables. Once collected at curbside, the recyclables become the property of the Contractor, and any income derived from their sale shall belong to the Contractor.
7. Insurance. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performances of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall provide a Certificate of Insurance evidencing:

- (a) Automobile liability insurance with limits no less than \$2,000,000 combined single limit per accident for bodily injury and property damage; and
- (b) Commercial general liability insurance written on an occurrence basis with limits per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to blanket contractual; products/completed operation; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

The City shall be named as an additional insured on the insurance policy as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

Contractor's insurance shall contain a clause stating that coverage 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. Contractor's insurance shall be primary insurance as respects the City, and the City shall be given thirty (30) days prior written notice of any cancellation, suspension, or materials change in coverage.

- 8. Contractor Indemnity. The Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, demands, damages, judgments, losses liability and expense (including attorney's fees), including but not limiting to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course or performing this Contract which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of the Contractor, its officers, employees, attorney's fees incurred by the City defending the same.
- 9. City indemnity. The City shall indemnify, defend, and hold harmless the Contractor, its officers, agents, and employees, from and against any and all claims, demands, damages, judgments, losses, liability and expenses (including attorney's fees), including but not limited to those for personal injury, death, or property damaged suffered or incurred by any person, by reason of or in the course or performing this Contract which is alleged to be caused by or may directly or indirectly arise out of any act or omission of the City, its officers, employees, agents and volunteers. This Contract shall also include all costs and attorney's fees incurred by the Contractor in defending the same.
- 10. Defects in Selection Process; Service Rights of Other Person (s) and/or Entities. Notwithstanding any provisions to the contrary, Contractor assumes the risk that there may be defects in the selection process that led to the granting of this contract and/or that person (s) and/or entities other than Contractor may still have a right, exclusive or otherwise, to perform some or all of the service of this contract in part or all or the area circumscribed by the corporate limits of the City of Forks. Consequently, Contractor shall

hold harmless City, its officers, agents, and employees, from and against any claims, demands, damages, judgments, losses, liability and expenses (including attorney's fees) by reason of or in the course of performing this Contract which is alleged to be caused by, or may directly or indirectly arise out of, said defects in the selection process or rights to service held by a person (s) and/or entities other than Contractor or by City's failure or refusal to enforce Contractor's right under this contract to exclusive performance of services permitted by this contract.

11. Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, disability (as required by the American With Disabilities Act) or age. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, disability (as required by the American With Disabilities Act) or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The Contractor will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other form or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national rights, sex, disability, or age. The words "equal opportunity employer" in advertisement shall constitute compliance with this contract, if such wording is also in compliance with the American With Disabilities Act.

The Contractors will include the provisions of this section in every subcontract or purchase order for the goods or services which are the subject matter of this contract.

In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of this contract, the City shall have the right, at its option, to cancel the Contract in whole or in part.

12. Payment for Services. Contractor shall be completely responsible for billing customers and collecting all amounts due. Contractor shall make all records pertaining to billing and collection available to City upon request by City.

The fee to be charged and collected by contractor from persons served for service performed under this contract shall be reasonable and within the maximum current schedule of rates approved by the Washington State Utilities and Transportation Commission for unincorporated western Clallam County for the time of service delivery. An example of said schedule of rates and accompanying tariffs, that would be applicable at the time of the signing of this contract, is attached as Exhibit "A". The Forks City Council may modify said schedule of rates, but in no event may it do so more than once a year unless said modifications is requested by the Contractor, in which case the City Council may modify the schedule of rates as often as it deems necessary for the public interest.

13. Term. The term of this Contract shall be for a period of five (5) years from the date of execution of this agreement. The initial five (5) year term of this Contract shall be

automatically extended for an additional five (5) year term unless either party notifies the other party in writing not less than one hundred eighty (180) days prior to the expiration of the initial five (5) year Contract of its intention to terminate. Following the termination of the first renewal of this contract, the parties may by mutual agreement, extend the terms of this contract for an additional five (5) year period. Any such notice shall be served by certified mail or registered mail, return receipt requested.

At any time, this contract shall be subject to renegotiation by both parties upon written notice given by the party requesting renegotiation, which request will not be unreasonable refused. If after renegotiation in good faith the parties are unable to agree on new terms, the Contract shall continue without change for the remainder of the term or until modified in writing.

The City may terminate this Contract at any time, upon failure of the Contractor to comply with any terms hereof or any applicable federal, state, or City laws, regulations, or ordinances, but only upon notice to the Contractor served seven (7) days prior to terminations and only if the Contractor terms, ordinances, or laws as specified in the notice. The City may also terminate this contract if Contractor is granted an exclusive right from the Washington State Utilities and Transportation Commission to collect and haul solid waste in unincorporated Clallam County territory surrounding the City of Forks.

14. Trucks. All trucks used by Contractor for the collection and hauling of solid waste shall be maintained in safe operating conditions at all times. Each truck shall be equipped with a closed body that incorporates a hydraulically operated device for compacting solid waste.
15. Performance and Compliance with Laws. Throughout the term of this contract or any extension thereof, the Contractor, its directors, officers, agents, employees and subcontractors, and all equipment used by the Contractor in performance of this Contract shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances. This shall include, but not be limited to, all such laws pertaining to safety standards and practices; safety and quality standards applicable to vehicles, dumpsters and other equipment; standards applicable to pickup, hauling and disposal of all items to be handled by the Contractor pursuant to this Contractor; and the environmental, safety and all other standards applicable to the operation of a transfer station. Such compliance shall be at the sole cost and expense and be the sole responsibility of the Contractor.

Contractor shall also comply with all ordinances, tariffs and regulations adopted by the Washington State Utilities and Transportation Commission (UTC) pertaining to the collection, hauling, and disposal of solid waste within service areas under UTC jurisdiction. City of Forks regulations and the contractual provisions herein shall take precedence over UTC regulations when allowed by law and Contractor can make application to City for exceptions from UTC regulations if such exemption would not be contrary to the public interest as determined by the Forks City Council. Contractor shall not be responsible for applying or obtaining permits from the UTC but shall be responsible for complying with UTC standards necessary to obtain said permits. The Forks City Council shall substitute for the UTC in UTC regulations when reference is made to that body.

Contractor shall provide its services in a professional, businesslike, efficient and prompt manner and provide the City and costumers with good service. Upon request of either party, the parties will in good faith discuss any problems and difficulties which arise in this regard and seek to remedy the same toward these ends.

16. Notices. Except as otherwise may be provided in this Contract, all notices required hereunder shall be delivered personally or mailed by certified mail, return receipt requested, to the parties as follows:

Contractor:	City:
West Waste & Recycling, Inc.	500 East Division Street
_____	Forks, WA 98331
_____	_____
_____	_____
Phone: _____	Phone: <u>360-374-5412</u>

Notices shall be deemed given upon personal delivery or, if mailed, three (3) days after the date of post mark.


In the event of emergency, including requests by City for emergency pickup of City-owned litter cans, telephone notice shall be given at the telephone number listed above, followed by confirming written notice delivered or postmarked on the next immediately following business day.

17. Customer Solicitation. Contractor shall ensure that all City of Forks residents and businesses are informed of the change in solid waste services that occur in association with the Contractor's performing its obligations pursuant to this Contract.
18. Transfer Station Location and Operational Hours. The City and Contractor agree that the Contractor will utilize a permitted transfer station established by the Contractor, provided that said transfer station is located within the City limits of the City of Forks. At a minimum, the contractor shall provide the following level of service at the Contractor's transfer station:
- Be open at least three days a week for at least a total of 24 hours per week at times convenient for public access to the transfer station; and
  - Be open at least one weekend day for a period of eight hours, said to be included in the above three day a week requirement.
19. Performance Bond. West Waste and Recycling, Inc. shall post a performance bond in the amount of \$15,000 by February 15, 1993.
20. UTC Permit. The City of Forks may unilaterally terminate this contract if the Washington State Utilities and Transportation Commission grants West Waste and Recycling the exclusive rights to collect and haul residential, commercial and government solid waste in areas contiguous to the corporate limits of the City of Forks.

21. Applicable law/venue. This Contract shall be governed by the laws of Washington State. Venue for any action hereunder shall be in Clallam County, Washington.
22. Modification. This contract may only be modified or amended in writing, duly authorized and signed by each party.
23. Assignment. The parties agree that there may be situations where the assignment of this franchise to a third party would be mutually beneficial to the City and the Contractor. In such circumstances, the parties agree to discuss and review any proposed assignment with regard to ensuring continued and reasonably affordable solid waste services within the City of Forks. Upon such a review, the Contractor agrees that a formal request to assign the current agreement and any remaining period left in the term will be considered by the City and approved if determined by the City to be in the best interest of the City and its residents. The City will not unreasonably deny the assignment requested unless in determining the best interest of the City and its residents results in primarily objective, articulable reasons not approve the assignment.

IN WITNESS WHEREOF, The parties hereto have executed, or caused to be executed, by their authorized officials the Contract in duplicate, each of which shall be deemed an original on the date first above written.

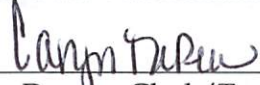
West Waste & Recycling, Inc.

By  \_\_\_\_\_  
Contractor

City of Forks

By  \_\_\_\_\_  
Tim Fletcher, Mayor

Attested and Authenticated to:

By  \_\_\_\_\_  
Caryn Depew, Clerk/Treasurer

Approved as to Form:

By  \_\_\_\_\_  
William R. Fleck, Attorney/Planner