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INTERLOCAL
HDC.2541

between

CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
And
CITY OF BATTLE GROUND
109 SW 1st Street Battle Ground, WA 98604

Project:	Yard Debris Collection Services
Service Description:	Yard Debris Collection Service in the City of Battle Ground
Contract Name:	CCPH City of Battle Ground Interlocal Yard Debris HDC.2541
Contract Period:	August 1, 2025 – July 31, 2035

Clark County Contacts		
Program	**Fiscal**	**Contract**
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City of Battle Ground Contacts		
Program	**Fiscal**	**Contract**
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This agreement for governmental services, (hereafter "Interlocal Agreement"), where both parties are public agencies under to RCW 39.34.020, is entered into between Clark County, (hereafter the "County"), and the City of Battle Ground, (hereafter the "City"). The County and the City agree to all terms and conditions, exhibits, and requirements of this Interlocal Agreement.

CITY OF BATTLE GROUND:

kristina Swanson 05/27/25
Kris Swanson, City Manager Date

ATTEST:

Elizabeth Halili 06/04/25
Elizabeth Halili, City Clerk Date

APPROVED AS TO FORM ONLY:

Kirk Ehlis 06/04/25
Kirk Ehlis, Contract City Attorney Date

CLARK COUNTY:

kathleen Otto 06/10/25
Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amber Smith 06/04/25
Amber Smith Date
Deputy Prosecuting Attorney

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INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND CITIES OF BATTLE GROUND, LA CENTER AND TOWN OF YACOLT FOR YARD DEBRIS COLLECTION SERVICES

WHEREAS, the City of Battle Ground, (hereafter the "City"), and Clark County, (hereafter the "County") have agreed to cooperate to achieve waste reduction goals set forth in the Clark County Comprehensive Solid Waste Management Plan;

WHEREAS, the City and the County have entered into interlocal agreements for yard debris recycling programs developed and contracted by the County;

WHEREAS, the County/City curbside yard debris collection program has been operating successfully since 1996 through a contract administrated by County;

WHEREAS, on July 31, 2024, the County released Request for Proposal #899 Collection of Source Separated Yard Debris from Single Family and Multifamily Residences in Unincorporated areas of Clark County and the City of Battle Ground;

WHEREAS, the County selected the proposal submitted by Waste Connections of Washington, Inc., (hereafter "Waste Connections"), as the most responsive and competitively priced;

WHEREAS, the County negotiated an agreement with Waste Connections;

WHEREAS, on or about April 8, 2025, the County approved and executed a contract for Yard Debris Collection and Disposal Services with Waste Connections in a form materially the same as the form of agreement attached hereto as Exhibit A, (said agreement is hereafter referred to as the "Contract"); and,

WHEREAS, the City has had the opportunity to review the negotiated Contract and desires to continue participating in the County/City yard debris recycling collection program:

NOW THEREFORE, IT IS AGREED THAT:

A). Services. The County shall administer the program for the collection and recycling of yard debris from single-family and multifamily residences within the City's urban services area. The service shall be performed by the vendor selected and contracted by County.

B). Term. Unless the Contract is terminated early or canceled, the term of this Interlocal Agreement shall coincide with the term of the Contract, including any extensions thereof, unless the City withdraws early and provided that the City is afforded the opportunity to review and comment prior to County approval of any extension to the Contract. The City's Exclusive Franchise Agreement for the Collection of Single-Family and Multi-Family Recyclable Materials with Waste Connections expires on December 31, 2031. If this Agreement is not extended by the City then the City may choose to withdraw from this Interlocal Agreement with thirty (30) days prior notice to the County.

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C). Amendments. The County shall not amend the terms of the Contract without the written consent of the City in advance which shall not be unreasonably withheld or delayed.

D). Fees for Service. The County and Waste Connections have established rate schedules for yard debris collection services as set forth in the Contract attached hereto as Exhibit A. The rate schedules for yard debris collection service shall be the same for City residents as for residents of the unincorporated urban areas of Clark County.

E). Authority and Responsibilities. The County will be responsible for administering the project overall and providing final approval of Waste Connections' performance and activities; for monitoring and evaluating collection operations with the cooperation of Waste Connections; and for reviewing and approving rate modifications due to changes in the Inflation Adjustment Factor as specified in Section 3.2 Compensation Adjustments, and other activities specified in the Contract.

F). Administrative Expenses. The County shall be entitled to retain fees collected pursuant to the Contract that are intended to offset the cost of governmental administration of the yard debris service and programs.

TERMS AND CONDITIONS

1. Compliance with the Interlocal Cooperation Act. This Interlocal Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The Interlocal Agreement includes the following elements:

    1.1. Duration of Interlocal Agreement. The duration of this Interlocal Agreement is set forth in Paragraph 3.

    1.2. No Separate Entity - Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Interlocal Agreement. The Parties shall administer the performance of this Interlocal Agreement through their administrators as identified on the first page hereof.

    1.3. Purpose of Interlocal Agreement. The purpose of this Interlocal Agreement is to describe the rights and obligations of the County and the City with regard to the yard debris collection services as described in Paragraph 2 and Exhibit A.

    1.4. Manner of Financing. This Interlocal Agreement will not require financing of any kind. Each party shall be responsible for budgeting any projected and actual financial impacts from the activities described in this Interlocal Agreement in its own budgets.

    1.5. Termination of Interlocal Agreement. This Interlocal Agreement may be terminated as set forth in Paragraph 4.

    1.6. Disposition of Property. No real property will be acquired, held, used, or disposed of in connection with this Interlocal Agreement.

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1.7. Document Execution, Filing and Effective Date. The parties agree to execute this Interlocal Agreement by authorized signature(s) of the necessary official(s) of each party. An executed copy of this Interlocal Agreement shall either be recorded with the Clark County Auditor or posted on each party's web site as required by Section 39.34.040 RCW. Upon execution by the parties and compliance with Section 39.34.040 RCW, each signed Interlocal Agreement shall constitute an enforceable agreement that is binding upon the parties.

2. Services. Waste Connections shall perform services as set forth in Exhibit A.

3. Time. The contract shall be effective beginning August 1, 2025, and ending July 31, 2035. The County reserves the right to extend the contract for two (2), two-year periods, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

4. Termination. Either party may terminate this Contract immediately upon any breach by either party in the duties as set forth in Contract. The waiver by either party of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause with ninety (90) days prior written notice.

5. Independent Contractor. The parties to this Interlocal Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Interlocal Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

6. Indemnification.

6.1. Generally. Each party will protect, save, and hold harmless the other party, and its officers, officials, agents, employees and volunteers from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the indemnifying party, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Interlocal Agreement. Each party further agrees to defend the other party and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or actions commenced thereon arising out of or in connection with the acts or activities authorized by this Interlocal Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the other party or its authorized agents and employees. PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of each party and their agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the indemnifying party's concurrent negligence. No liability shall attach to the County or the City by reason of entering into this Interlocal Agreement except as expressly provided herein.

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6.2. Mutual Waiver of Immunity. Each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees. For this purpose, the County and the City, by mutual negotiation, hereby expressly waive, as to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This Paragraph does not purport to require that either party indemnify the other against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the negligence of the party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.

6.3. Attorneys' Fees and Costs. In the event either party incurs attorneys' fees, costs, or other legal expenses to enforce the provisions of this Paragraph against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party. The indemnifying party shall be responsible for the reasonable attorneys' fees and costs of the indemnified party, including all fees of attorneys and experts, and other costs and expenses incurred in good faith. In addition, the indemnified party shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

7. Changes and Amendments. This Interlocal Agreement may be amended only by an instrument in writing that is formally approved and executed by the parties and incorporated in the written amendments to the Interlocal Agreement.

8. Public Records Act. Notwithstanding the provisions of this Interlocal Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all such records constituting public records as set forth in state law.

9. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

10. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.

11. Conflict of Interest. Each party covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Each party further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it in the performance of this Interlocal Agreement.

12. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

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13. Force Majeure. Neither party will be liable for failure nor delay performing obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

14. Access to Records. Each party shall have reasonable access to the books, documents and other records of the other which are related to this Interlocal Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

15. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

16. Signatures and Counterparts. DocuSign signatures on this Interlocal Agreement shall be treated as original signatures. This Interlocal Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Interlocal Agreement by one party to any other party may be by portable document format (.pdf) and may be accomplished by electronic mail. The parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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EXHIBIT A
STATEMENT OF WORK
CONTRACT HDC.2511

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YARD DEBRIS COLLECTION SERVICES
HDC.2511

between

CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666

and

WASTE CONNECTIONS OF WASHINGTON, INC.
9411 NE 94th Ave., Bldg. A, Vancouver, WA 98662

Project:	RFP 899 Yard Debris
Service Description:	To provide subscription yard debris collection services to Single and Multifamily Residences within defined areas of unincorporated County, the City of Battle Ground, the City of La Center, and the Town of Yacolt.
Contract Name:	CCPH Waste Connections Yard Debris HDC.2511
Contract Period:	August 1, 2025 - July 31, 2035

County Contacts		
Program	**Fiscal**	**Contract**
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 360.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 564.397.8415 GCT@clark.wa.gov

Contractor Contacts		
Program	**Fiscal**	**Contract**
Derek Ranta 503.884.9332 Derek.Ranta@WasteConnections.com	Jennifer Hill 337.371.5460 Jennifer.Hill@WasteConnections.com	Lee Keomuangtai 971.269.7101 Lee.Keomuangtai@WasteConnections.com

By signing below, Clark County, hereinafter referred to as "County," and Waste Connections of Washington, Inc, hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 04/21/25

Dan Schooler, West Region Vice President Date

COUNTY:

Kathleen Otto 04/21/25

Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amber Smith 04/11/25

Amber Smith Date
Deputy Prosecuting Attorney

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Yard Debris Collection Contract
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CONTRACT FOR YARD DEBRIS COLLECTION AND DISPOSAL SERVICES

This Contract for Yard Debris Collection and Disposal Services ("Contract") is made and entered into this 1st day of September, 2025, by and between the County of Clark, State of Washington (hereafter, "County"), and Waste Connections of Washington, Inc. (hereafter, "Contractor").

RECITALS

WHEREAS, the County conducted a competitive process to select a vendor to provide Yard Debris collection services within the County; and

WHEREAS, having completed the competitive process, the County has selected the Contractor, Waste Connections of Washington, Inc., to provide the services outlined in the request for proposals; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to perform such services; and

WHEREAS, the County desires to enter into this Contract with the Contractor for the services outlined in the competitive process;

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

DEFINITIONS

The following terms shall have the following meanings unless the context otherwise specifies or requires:

Administrative Fee: A County-defined monthly fee assessed for each Residential Yard Debris Customer that is included in the Customer rates charged by the Contractor structured to cover County administrative costs incurred to manage and administer this Contract.

Burn Ban Service Area: Areas of Clark County affected by the outdoor burning restrictions that is updated by the Southwest Clean Air Agency. These areas extend past parts of the Urban Growth Areas outlined in Appendix A.

Can: A watertight, galvanized, sheet metal or plastic container not exceeding 32 gallons in capacity, fitted with at least one sturdy handle and a tight cover equipped with a handle, such can to-be rodent and insect proof and to be kept in a sanitary condition at all times. Alternate containers such as bags, boxes, and bundles may be used in place of Cans, provided that a Can Customer's primary receptacle shall always be a Can or Cart. Can weights shall not exceed 65 pounds for each 32 gallons of nominal capacity.

Cart: A plastic container on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the Contractor in accordance with this Contract. Contractor-supplied Carts will have a capacity of 64 to 96-gallons. A decal supplied by the Contractor shall be affixed or stamped designating the Cart as Yard Debris only. County and Contractor may agree to substitute a different sized Cart for experimental purposes. Cart weights shall

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not exceed 65 pounds per 32 gallons of nominal capacity (e.g., a 64-gallon Cart would have a weight limit of 130 pounds, a 96-gallon cart would have a weight limit of 195 pounds).

City or Cities: The City of Battle Ground, and City of La Center, Clark County, Washington. Collectively "the Cities."

Commercial: All classes of service other than those provided to Residences.

Consumer Price Index or CPI: A measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services, produced by the United States Department of Labor, Bureau of Labor Statistics.

Container: A Can, Cart, or Degradable Bag.

Contract: Refers to this Contract for Curbside Yard Debris collection and additional services outlined in this Contract and future amendments.

Contractor: Waste Connections of Washington, Inc.

Contractor's Inventory: The equipment used by the Contractor to perform this Contract. The Contractor's Inventory shall include but not be limited to collection and utility vehicles, Carts, and computer equipment as described in or required under this Contract.

Curb or Curbside: A location on a property, within five feet (5') of the edge of a Public Street and Private Roads that does not block sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude placement of a container at such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the County and Contractor.

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

Date of Commencement: August 1, 2025, which is the date that the Contractor agrees to commence the provision of collection services and services described in this Contract.

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

Degradable Bag: Any self-standing, tear-resistant bag made of two-ply heavy-duty kraft paper material that is biodegradable as compost with a maximum capacity of thirty-two (32) gallons, and that is approved by the County and the Contractor.

Educator: An individual designated by the Contractor who is available to provide assistance to the County with educational, informational and promotional events.

Extra Unit: Is excess material that does not fit in the Customer's primary Container. An Extra Unit is equal to thirty-two (32) gallon equivalent for Carts.

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Food Scraps: Poultry, fish, shellfish, bones, eggs and eggshells, meat, cheese, dairy products, bread, baked goods, pasta, rice, beans, nuts, seeds, coffee grounds, vegetables, fruit, table scraps, place scraping, and leftovers. Food Scraps specifically excludes filters, tea bags, paper napkins and paper towels, and pizza delivery boxes.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including but not limited to rubbish, refuse, household animal waste, dead animals, nonrigid pesticide 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. The term "Garbage" shall not include Hazardous Wastes, source-separated recyclables, or Yard Debris.

Hauler: Any G-certificated or franchised solid waste Hauler licensed by the State of Washington and permitted to haul and dispose of solid waste within the County.

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

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

B. Defined as dangerous or extremely hazardous waste by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300.010 RCW or any other Washington State statue or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300.010 RCW; and

C. Any substance that comes within the scope of this definition as determined by the County after Date of Execution of this Contract.

Holidays: New Year's Day, Thanksgiving, and Christmas Day (collectively, "Holidays"). Legal Holidays in which the Contractor shall not provide collection services.

Inflation Adjustment Factor: Annual adjustments to Collection Rates, Administrative Fees and Non-Performance Fees based on indices produced by the United States Bureau of Labor Statistics and the United States Energy Information Administration.

Multifamily Residence: A multiple-unit Residence with five or more attached units that have consolidated billing. This includes shared Containers at the Residence.

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On-call: The provision of specified services only upon direct phone, written, or e-mailed request of the Customer to the Contractor. Services are provided on the next regularly scheduled collection day.

Organic Material: Any solid waste that is a biological substance of plant or animal origin capable of microbial degradation. Organic Materials include, but are not limited to, Yard Debris, Food Scraps, food processing waste, and garden waste.

Private Drive: A privately owned or maintained way serving fewer than four Residences or serving less than one (1) Residence for every one hundred (100) yards in length.

Private Road: A privately owned and maintained way that allows for access by a service truck, and which serves four or more Residences.

Processor: A Yard Debris receiving, processing and composting facility approved by the County.

Program Manager: The Clark County Public Health Solid Waste Operations Program Manager.

Public Street: Any public way used by the public for travel, including alleys.

Regional Solid Waste System: All municipal solid waste generated in Clark County, including waste generated in incorporated cities and towns within the County, be disposed of through the Regional Solid Waste System and County to designate disposal site(s) and transfer sites for the disposal of solid waste.

Residence, Residential: Any house, dwelling, multiunit residence, apartment house, trailer court or any building put to residential use.

Service Area: The initial service area boundaries are indicated in Appendix A and may be adjusted with annexations.

Single-Family Residence: 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.

Surety: The company, bank, or other entity, authorized to do business in the State of Washington and approved by County, providing a performance bond, letter of credit or other similar instrument acceptable to County guaranteeing Contractor's performance under the Contract.

Town: Town of Yacolt, Clark County, WA.

Urban Growth Area or UGA: Areas established as a part of Clark County's 20-Year Comprehensive Growth Management Plan which allow for the efficient provision of urban levels of governmental services.

Urban Growth Boundary or UGB: The line designating the extent of the Urban Growth Area.

Unacceptable Materials: Hazardous wastes as defined in RCW 70A.300.010 and ORS 466.005, Garbage, plastic or plastic bags, dimensional lumber or wood, construction debris, dirt, rocks,

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branches over four inches in diameter or five feet in length and stumps, any compostable products including but not limited to compostable plastic bags and compostable plastic take out containers and utensils, paper plates, cups and cartons, coffee cups, fast food wrappers, packaging, take out containers and waxed paper, facial tissue, pet waste, large amounts of food grade grease, oil and liquids, fire place ashes, polystyrene foam products, metal, glass, and cork.

West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices Series: A series produced by the United States Energy Information Administration (EIA), used in the Inflation Adjustment Factor.

Yard Debris: Plant material commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping or similar activities. Yard Debris includes, but is not limited to, grass clippings, leaves, branches, brush, weeds, flowers, windfall fruit, vegetable garden debris and tree pruning four inches (4") or less in diameter and under five feet (5') in length. During the holiday season (December/January), Christmas trees less than five feet in height are included within this definition and shall be treated by the Contractor as a thirty-two (32) gallon equivalent.

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EXHIBIT A
TERMS AND CONDITIONS

1. Term of Contract

The Contract shall be effective beginning August 1, 2025, and ending July 31, 2035 ("Initial Term"). County reserves the right to extend the Contract for up to two (2) additional (2) two-year periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties. The County at their sole option may also extend this Contract for one (1) additional year beyond the Initial Term herein to accommodate changes in technology, regulations or unforeseen circumstances that might occur during the Contract period.

1.1. If prevailing wage becomes applicable at any time during the Contract period, the following contract term shall apply:

The Contract term shall not exceed one (1) year. The County reserves the right to extend the Contract for an additional one (1) year periods, with the same terms and conditions, by service of a written notice of its intention sixty (60) days prior to the Contract termination date.

2. Scope of Work

2.1. General Collection System Requirements

The Contractor shall provide all labor, materials, facilities, services and equipment necessary, and shall every-other-week (or at frequencies as stated in this Contract) collect and transport Yard Debris that are properly prepared and set out for collection by Customers. All contaminants or Unacceptable Materials requiring disposal shall be directed to the Regional Solid Waste System or alternative authorized by County. Contractor shall be responsible for disposing of Unacceptable Materials.

Yard Debris Carts meeting specifications outlined in Appendix G will be purchased by the Contractor under conditions described in Section 2.2.5. Any new Customers will receive Carts within three (3) business days of Date of Commencement.

2.1.1. Company Name

The Contractor shall use the firm name of Waste Connections of Washington, Inc. and shall not use a different name without prior approval. Such approval will not be unreasonably withheld.

2.1.2. Service Area

The Service Area for subscription Yard Debris collection service is all the areas within the County's adopted Urban Growth Area, the Burn Ban Service Area, within the City of Battle Ground and its surrounding Urban Growth Area, within the City of La Center and its surrounding Urban Growth Area, and the Town of Yacolt and its surrounding Urban Growth Area in Appendix A.

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The Contractor shall not be obligated to provide service, nor does the Contractor have any rights to provide service to Customers within the City of Battle Ground, City of La Center, or Town of Yacolt until the Contractor has been notified by the County. Such notification may be predicated on the basis that the City of Battle Ground, City of La Center, and Town of Yacolt have entered into an interlocal or intergovernmental agreement with the County recognizing the subject matter of this Contract.

Contractor will service areas impacted by future changes in the Urban Growth Boundary or the Burn Ban Service Area as requested by the County.

2.1.3. Changes to Service Area/Annexation

The County at their sole discretion may add or expand Service Area, adjacent to current Urban Growth Areas. Upon mutual written agreement between the County and the Contractor, the Service Area may be expanded to include other areas of the County.

In the event of future annexations, the Service Area will be amended to reflect any changes resulting from the annexation. The Contractor is not entitled to any damages from the County that may result from future annexation.

2.1.4. Same-Day Collection

Contractor shall collect Yard Debris on the same regularly scheduled day of the week as Garbage collection from the G-certified Hauler for Single-Family Residential Customers under current routing systems. If routing systems are substantially changed by the Garbage Hauler, this provision shall be renegotiated with the County. Multifamily Yard Debris collection need not be scheduled on the same day as Garbage collection.

2.1.5. Requirement to Compost

The Contractor shall deliver all uncontaminated Yard Debris to the County-approved Processor unless the County grants exemptions from this requirement. The Contractor shall provide a written request to the County for Processor approval and to request any changes with the Processor including changes that may need to be renegotiated as outlined in Section 3.2. All Yard Debris must be composted, after processing except that large woody materials may be utilized for energy recovery as hog fuels. The disposal of Unacceptable Materials separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards.

Unacceptable Materials shall not be collected and shall be left in the Customer's Container with a tag or notice explaining the reason for rejection.

2.1.6. Hours/Days of Operation

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Yard Debris collection in Residential areas (including collection from both Single-Family Residences and Multifamily Residences) shall be made between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, unless the County in writing authorizes a temporary extension of hours or days. If Customer complaints are received by the County or the Contractor regarding the 6:30 a.m. start, the Contractor shall use commercially reasonable efforts to re-sequence the route to accommodate said Customer provided the re-sequence is possible without increasing Contractor's cost of service and subject to rescheduled pickup times compatible with Contractor's operations. Saturday collection is allowed only to the extent necessary as a result of make-up collections and Holiday and inclement weather schedules.

2.1.7. Holiday Schedules

The Contractor shall not provide collection services on Holidays. Instead, collection services shall be provided on the following day, with the following day's collection services provided on the next day, and so forth, ending with Friday's collection on Saturday. When a Holiday falls on a weekend, the collection schedule for the following week shall remain unchanged.

The Contractor shall be responsible for public education related to Holiday schedules, including the discussion of Holiday policies in written materials and press releases prior to Holidays. At a minimum, the Contractor shall issue a press release prior to Holidays to all major local media, newspaper outlets, on Contractor's website and through electronic applications describing the schedule changes.

2.1.8. Implementation and Operations Plan

Within two (2) months of Date of Execution of this Contract, the Contractor shall submit a written Implementation and Operations Plan, addressing the subjects set forth in Section 2. Scope of Work and topics listed in Appendix B. The Implementation and Operations Plan is to be approved by the County.

2.1.9. Inclement Weather

In the event of inclement weather, the Contractor shall follow the collection protocols established by the approved Implementation and Operations Plan. The approved collection protocols shall address inclement weather conditions that the Contractor, acting in its reasonable discretion, determines that collection of Yard Debris could result in danger to the Contractor's staff, area residents, or property. The Contractor shall collect only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor shall notify the County, on the same business day, of the areas not served as a result of inclement weather. The Contractor shall coordinate inclement weather decisions with applicable recycling and other Garbage Haulers where applicable. The Contractor shall have the lead in notifying Customers, by automated calls or text messaging, Customer on routes experiencing delays and shall coordinate with the County in developing and communicating messages to the broader community about weather-related service disruptions.

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The Contractor shall collect Yard Debris from Customers whose service was interrupted as soon as weather conditions no longer pose a danger to life or property. Following a service interruption due to inclement weather, the Contractor shall use additional collection shifts and Saturday collections if needed to collect all Yard Debris from Residential Single-Family and Multifamily Customers whose service was interrupted. Affected Customers shall be allowed to set out up to double their normal service level at no additional cost.

If the event that an interruption of service extends for several days, Contractor shall coordinate inclement weather decisions with applicable recycling and other Garbage Haulers. Upon County approval, collection schedules may be delayed until the following week. The Contractor shall collect reasonable accumulated amounts of Yard Debris that resulted from such inclement weather event from Customers at no extra charge.

2.1.10. Contractor Performance and Safety

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

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

If any person employed or retained by the Contractor to perform any services required under this Contract is, in the reasonable opinion of the County, incompetent, disorderly or otherwise unsatisfactory, the County shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a request that such conduct be corrected. The Contractor shall investigate any complaint from the County regarding any unsatisfactory performance by any of the Contractor's employees or agents. If the conduct that is the subject of a complaint is repeated, the County may require that the person subject to the County's complaints be prohibited from performing any additional work under this Contract. If the County requests that a person be prohibited from performing services required under this Contract, the Contractor shall take all steps necessary to carry out the County's request within three (3)

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business days following notice from the County consistent with collective bargaining and/or state and/or federal employment practice requirements.

2.1.11. Unimproved Alleys/Private Roads

The Contractor shall collect Yard Debris that is properly placed for collection in alleys and on Private Roads unless the County has approved a particular exemption from this requirement.

The Contractor shall provide to Residences located on Private Roads or Private Drives the same level of service that those Residences receive as of the Date of Execution of this Contract unless a Resident requests a lesser level of service. If the Contractor believes that damage to the Customer or its property or to the Contractor's employees, equipment and/or real property of Contractor or Customer may occur from entering onto a Private Road or Private Drive, the Contractor shall obtain permission and a damage waiver from affected Customer in writing in a form acceptable to the County on a case-by-case basis.

If Contractor believes such service will cause harm and Customer declines to sign a damage waiver and Customer refuses to transport the Yard Debris Container to the Curb, the Contractor shall forward the pertinent information to the County. The County will notify the Customer of their options and the course of action that the County will request the Contractor to take.

In the event that the Contractor reasonably believes that a Private Road or Private Drive cannot be safely negotiated or that providing walk-in service is impractical due to distance or unsafe conditions, the Contractor may request that the County evaluate on-site conditions and determine the best approach for providing safe service to the Customer. The County's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

2.1.12. Disruption Due to Construction

The County reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the County may direct, which may have the effect for a time of preventing the Contractor from traveling on its accustomed route or routes for collection. Contractor shall, however, in the most expedient manner, continue to collect Yard Debris to the extent feasible as though no interference existed upon the streets or alleys normally traversed. Despite any street construction, the Contractor shall use its commercially reasonable efforts to maintain service levels at no extra expense to the County or the Customers.

2.1.13. Safeguarding Public and Private Facilities

The Contractor shall use its commercially reasonable efforts to protect all public and private facilities and utilities whether located on public or private property, including street Curbs. If such facilities, utilities or Curbs are damaged by reason of the Contractor's negligent operations, the Contractor shall notify the County

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immediately of all damage and the Contractor shall repair or replace same to the County's satisfaction, or if the Contractor fails to make such repairs, the County shall cause repairs or replacement to be made and the cost of doing so shall be billed to Contractor. Contractor shall have no liability for damage caused by its operations to utility infrastructure located at heights contrary to the building code requirements or for damage to facilities contained in roadways or other public and private spaces in violation of building code and/or applicable land use requirements. The Contractor shall not be responsible for damage to utilities located at improper heights or for facilities located in the road right of way, such as basketball hoops located on Public or Private Roadways.

2.1.14. Spillage

Upon County written request or reasonable Customer request, the Contractor shall return to clean up any spillage that occurs as a result of Contractor's collection or transport activities at Contractor's expense within the same day as the request. Spillage caused by Contractor not promptly collected by the Contractor shall be cause for non-performance fees in accordance with Section 4.1.

2.1.15. Recycling Hauler Access to Information

Upon approval of County, the Contractor shall provide the recycling Hauler with read-only electronic access via an electronic medium for example, hard drive, USB, thumb drive, with pertinent customer service information (including services provided by other Haulers). The Contractor shall provide all necessary equipment and software for customer service inquiries at no charge to the County's recycling Haulers or the County. This information shall include customer names, customer contact (if different), service address, contact address (if different), phone number, service level, and account status (e.g., current, past due, suspended). This access may be read-only to protect the integrity of the Contractor's database. The Contractor's database access system shall include an e-mail component. This requirement can be fulfilled if access is available to the County per Section 2.2.7.7. The County agrees to maintain the confidentiality of any such data supplied by Contractor subject to all applicable public disclosure law requirements including County notification of Contractor on request for customer service information.

2.1.16. Coordination with Other Collection and Disposal Services

The Contractor shall be responsible for coordinating with existing Haulers to minimize Customer disruption during service transition.

The Contractor shall also be responsible for coordinating with the County and the County's recycling Haulers (i.e., as of the Date of Commencement of this Contract, Waste Connections of Washington, Inc., for Residential Single-Family and Multifamily recycling collection) to ensure that the County's solid waste collection system operates smoothly. The Contractor shall be responsible for providing weekly Customer list updates (listing service adds and drops), as well as electronic access as described in Section 2.1.15 to the recycling Hauler and the County, to allow for

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coordinated service delivery.

2.1.17. Transition to Next Contractor

The Contractor shall provide to the County three (3) months before the expiration or earlier termination of this Contract a complete list of Customer contacts, phone numbers, addresses, service levels, and other requested customer service information. This information shall be provided on digital medium in a commonly recognized format acceptable to the County. This requirement, at the County's option, can be fulfilled by the requirements described in Section 2.2.7.7.

The Contractor shall work with the County and subsequent Yard Debris Haulers in good faith to ensure a minimum of Customer disruption during the transition period to a successor Contractor.

2.2. Yard Debris Collection Service

2.2.1. Responsibility of Participants

2.2.1.1. The County's Responsibilities

The County shall be responsible for:

a) Administering the project overall and providing final approval of Contractor activities.

b) Reviewing and approving the Contractor's public information materials.

c) Monitoring and evaluating collection operations with the cooperation of the Contractor.

d) Reviewing and approving rate modifications due to changes in the Inflation Adjustment Factor as specified in Section 3.2.

e) Reviewing and approving collection day changes.

f) Holding monthly or more frequent operations meetings with the Contractor and/or joint meetings with the Contractor, County, City, and other solid waste disposal and collection providers as may be required.

2.2.1.2. Contractor's Responsibilities

The Contractor shall be responsible for:

a) Collecting and transporting Yard Debris from Residential and Multifamily Customers in the Service Area under this Contract and

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delivering all Yard Debris collected under this Contract to the County-approved Processor.

b) Performing all public information, customer service, billing, and reporting functions.

c) Procuring all equipment and bearing all start-up, operating, disposal, processing and maintenance costs for collection, transportation and processing of Yard Debris, including proper safety equipment and insurance for vehicles and workers.

d) Providing and supervising all personnel necessary to accomplish all its obligations under this Contract, including but not limited to personnel to collect materials, maintain equipment, and provide customer service and billing functions. All Contractor personnel associated with this Contract and hired after the date of this Contract shall be subject to employee verification requirements performed by the Contractor through the Department of Homeland Security's E-Verify system.

e) Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.

f) Submitting all informational materials for public release to the County for review and approval prior to release.

g) Complying with all applicable laws, rules, and regulations.

h) Meeting all nondiscrimination and OSHA/WISHA standards and all applicable environmental standards and regulations.

i) Providing a safe working environment and comprehensive liability insurance coverage. Proof of this insurance shall be submitted to the County annually.

j) Providing a valid Contractor's Performance and Payment Bond or Letter of Credit. Contractor shall submit proof of this bond or Letter of Credit to the County annually as outlined in Section 6.5.

k) Securing the written approval of the County and Surety before assigning, subcontracting, or delegating duties.

l) Providing route maps to the County indicating the day of week and shall be submitted to the County annually. Notify the County of any route changes throughout the year.

m) Submitting collection day changes to the County for prior review and approval.

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n) Submitting notices to the media regarding modifications to the collection schedule due to inclement weather.

o) Maintaining vehicles and facilities in a clean and sanitary condition as reasonably determined by the County.

p) Meeting all County reporting requirements.

q) Providing an .8 FTE Educator to meet the education and outreach requirements.

2.2.2. Routing, Notification and Approval

The Contractor shall indicate, on a map or maps acceptable to the County, the day of the week that Yard Debris shall be collected from each Residential neighborhood. The Contractor shall annually, and upon request, provide the County Geographical Information Systems or GIS department with route information (including the day of the week that Yard Debris be collected from each Residential neighborhood). The Contractor shall also provide to the County, on request, a list of all Customers sorted by street address and a separate list sorted by route, day and sequential collection order.

The Contractor is required to follow the Garbage Hauler's collection schedule as specified in Section 2.1.4. The Contractor shall consult with the Garbage Hauler prior to developing initial routing or modifications to existing routing.

The Contractor may modify its collection schedule by giving notice to the County and affected Garbage and recycling Haulers at least thirty (30) days before the effective date of the proposed change. Upon County approval, the Contractor shall provide affected Customers with at least fourteen (14) days' notice of pending changes in collection schedules and may include both emailed or mailed notices and notices affixed to Customer Containers. The proposed changes and the form of notice to the Customer must be approved by the County.

2.2.3. Subject Materials

The Contractor shall collect up to ninety-six (96) gallons of Yard Debris from each participating Single-Family or Multifamily Residence in accordance with the rates established in Appendix C. Yard Debris set out by Customers shall be in the one (1) sixty-four (64) gallon Contractor-supplied Cart and one (1) thirty-two (32) gallon Customer provided Can, or one (1) ninety-six (96) gallon Contractor-supplied Cart.

In the event a Customer sets out a quantity in excess of ninety-six (96) gallons of Yard Debris, the Contractor shall electronically note excesses and assess the Customer an additional fee in accordance with Appendix C for each thirty-two (32) gallon equivalent of excess material or Extra Unit. Extra Units can be placed in thirty-two (32) gallon Can(s), Degradable Bag(s) or tied bundle and set next to the

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Cart. Brushy material (equal to or less than four inches in diameter) must be bundled and tied into a size no more than five feet (5') long and two feet (2') in diameter if not fully contained in a Container. For materials that are bundled, non-degradable tie straps shall be removed from the bundle before placement in the collection vehicle and left behind or disposed of by the Contractor depending upon the type and condition of the strap after its use. If Degradable Bags are used, the Contractor shall collect the Degradable Bag and its contents in the collection vehicle.

The Contractor can reject Unacceptable Materials and materials otherwise not meeting the definition of Yard Debris, including materials in plastic bags, but only if the Contractor tags the materials with an appropriate problem notice.

2.2.4. Service Level Requirements

The Contractor shall provide subscription-based Yard Debris collection services at a frequency of every-other-week, year-round, to subscribing Single-Family Residences at the rates set forth in Appendix C. Additional Yard Debris collection service shall be provided if the Customer requests multiple Carts. Yard Debris in excess of the subscribed service level shall be collected and properly charged as Extra Units to the Customer at rates listed in Appendix C.

The Contractor shall also offer On-call Yard Debris collection services to requesting Single-Family Residences. Customers may rent Yard Debris Carts at the Cart rental rate listed in Appendix C, then pay for On-call service each time service is requested. On-call service requires material to be containerized in Contractor-provided Carts.

Multifamily Customers shall be offered every-other-week Yard Debris collection services similar to the Single-Family Residential Yard Debris program at the rates set forth in Appendix C.

The Contractor shall notify Customers of impending schedule changes after obtaining County approval for such changes and before implementing those changes as outlined in Section 2.2.2.

2.2.4.1. Placement of Cart

Placement of Yard Debris at the Curb shall be suitable to the Resident, convenient to the Contractor's equipment, and mutually agreed to by the County. Carts and other Containers shall be thoroughly emptied and then returned to their original designated position. Carts shall be left with the lids closed.

2.2.4.2. Restart Fee

Yard Debris Customers who terminate service and restart Yard Debris service within one (1) year after the termination of their prior service shall

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be assessed a service restart fee in accordance with Appendix C. Additionally, upon restart of Yard Debris service, Customers shall have the choice of paying a Cart redelivery fee ("cart delivery, subsequent") in accordance with Appendix C or Customers may pick up their Cart directly from Contractor at no charge.

2.2.4.3. Vacation Allowance Period

The Contractor shall offer Customers the opportunity to stop service for vacations and pro-rate rates for service. Service stops will be offered for a minimum period of two (2) weeks. Customers shall be allowed up to a maximum of three (3) service stops per calendar year.

2.2.4.4. Missed Collections

The Contractor shall collect all Yard Debris in accordance with this Contract. If the Contractor reasonably determines that it is not required to collect certain Yard Debris that has been set out for collection, the Contractor shall place in a prominent location a notification tag that identifies the reason for rejecting the materials for collection. Failure to provide equivalent proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection subject to non-performance fees in Section 4.1. Further, Contractor shall not be held responsible for any missed collections if a Container is inaccessible or if a Customer's Container contains, or Contractor reasonably believes such Container contains Unacceptable Materials.

The failure of the Contractor to collect Yard Debris as required under this Contract, which determination shall be in the County's reasonable discretion, shall be considered a missed collection, and the Contractor shall collect the materials from the Customer by the conclusion of the next business day following the Contractor's receipt of notification of the missed collection. If the Contractor is notified of a missed collection by 9:00 a.m. the following day, the missed collection shall be collected that same day. If the Contractor is notified of a missed collection by 5:00 p.m. Friday, the missed collection shall be collected the following business day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor in Section 2.2.7.3. Such records shall be made available for inspection by the County and shall be included in monthly reports.

In the event the Contractor fails to collect the missed collection by the conclusion of the next business day following receipt of notice, the County or its agents may collect and transport the materials. The Contractor shall be liable to the County for applicable non-performance fees in Section 4.1. If a Customer requests that a Contractor make a return trip collection due to no fault of the Contractor, the Contractor may charge the Customer an extra fee for this service, but only if the Contractor notified the Customer

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of this charge before making the trip.

2.2.4.5. Special Collection Service

The Contractor shall provide special collection service to Customers that are not able to carry their Container to the Curbside due to physical handicap, disability, or infirmity in cases where no other resident of the household is capable of carrying the Containers to the Curbside. The Contractor shall provide promotional information to each Customer that includes a description of the service and information on how to apply for this service. The Contractor shall screen applicants based on criteria approved by the County to determine qualification for the special collection service. The Contractor shall receive no additional compensation for providing this service.

2.2.5. Collection Containers Specifications

2.2.5.1. Purchase and Ownership of Carts

Carts purchased by the previous Contractor and in the possession of the Customers are the property of the County. Contractor will fund one hundred percent (100%) of the purchase of all subsequent Carts. Upon termination of this Contract, ownership of all Carts shall vest in or remain with the County.

2.2.5.2. Contractor-Supplied Carts

Contractor to purchase Carts with specifications outlined in Appendix G, and to provide the Cart manufacturers' brochure to verify the Cart specifications. If the Cart manufacturer changes, Contractor shall provide the new Cart manufacturer specifications.

2.2.5.2.1. Cart Delivery Timeline

Contractor-supplied Carts will be delivered within three (3) business days of Customer request unless prevented by circumstances outside the control of Contractor as provided in Section 2.1.9.

2.2.5.2.2. Cart Inventory

Within six (6) months of the Date of Execution, the Contractor shall complete an inventory of all Carts purchased by previous Contractor, and Contractor-supplied Carts and assess the condition of the Carts. The Contractor shall prepare and submit a report to the County detailing the results of the Cart inventory and assessment within one (1) month of completing the inventory. Collection crews shall note damaged hinges, holes,

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poorly functioning wheels, and other similar needed Cart repairs and forward repair notices to the Contractor's service personnel. Beginning January 31, 2026, and through the term of the Contract, the Contractor shall include a summary of Cart inventory in the annual report as outlined in Section 2.2.8.3.

2.2.5.2.3. Cart Condition/Repair/Replacement

Each Contractor-supplied Cart shall be maintained in good condition for material storage and handling, shall not contain jagged edges or holes, shall have working wheels or rollers, and shall be equipped with an antiskid device or sufficient surface area on the bottom of the cart to prevent unwanted movement. The Customers shall be provided with instructions for proper use, including a list of any acts that would void manufacturer warranties, such as placement of hot ashes in the Cart and procedures to follow to minimize the risk of fires. Carts shall have permanent serial numbers that may be recorded by the Contractor to assist the Contractor and law enforcement officials with tracking and recovering lost or stolen carts.

2.2.5.2.4. Cart Repair/Replacement Timeline

Any Contractor supplied-Cart damaged or missing on account of an accident, force majeure, fire, or vandalism by anyone other than the Customer to whom the Cart was assigned shall be repaired or replaced no later than the third business day after notice from the Customer or County. Cart repairs or replacement shall be made within three (3) business days after observation by crews or notification to Contractor. If the Contractor provides the Customer with three (3) 32-gallon capacity Degradable Bags for temporary storage, the Contractor is allowed up to seven (7) business days to replace or repair the damaged or missing Cart. Replacement Carts may be used or reconditioned but shall be clean and otherwise presentable. In the event that Carts are not available for Customers, Contractor shall provide Degradable Bags, used or reconditioned Carts until new Carts are able to be delivered.

The Contractor shall provide all repairs and replacements not due to a Customer's negligence or willful acts or omissions at no charge to the Customer or County. Customers who repeatedly misuse or damage Contractor-supplied Carts may be charged the at-cost rate of the Carts as outlined in Appendix C. If a Customer reports to the Contractor that a Contractor-supplied Cart has been lost, stolen or something happens to the Cart at no fault of the Customer, the Contractor shall provide a one-time replacement at no cost to the Customer or the County. Payment

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for replacement of subsequently reported lost or stolen Contractor-supplied Carts shall be the responsibility of Customer.

If Customer requests a replacement Cart from the Contractor within five (5) years of receiving a new Cart, the Contractor may charge the actual replacement cost of the Contractor-supplied Cart in accordance with "Cart replacement fee" in Appendix C.

2.2.5.3. Customer-Owned Containers

Customers may use Containers for additional Yard Debris volumes beyond the Contractor-supplied Cart. All non-standard Containers, i.e. those not provided by the Contractor, must be approved by the Contractor in order that such Containers are compatible with Contractor's collection equipment. Customer Containers must be either rigid plastic or metal cans with lids and handles or Degradable Bags. Contractor crews shall handle all Containers in such a way as to minimize undue damage or loss of lids. The Contractor shall be responsible for damage to Customer-owned Containers caused by Contractor's mishandling of such Containers.

Extra Units of Yard Debris that does not fit in the Contractor-supplied Cart shall be placed by the Customer in a Customer-owned Container, Degradable Bags, or tied into bundles. Customers choosing to use their own Containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identifies the Container contents as Yard Debris for this service. The Contractor shall have the Degradable Bags available for sale at its customer service office at a price mutually agreed to by the Contractor and the County. Upon request, the Contractor shall provide Customers with a list of Degradable Bag brand names and the location of local retail outlets which are known to stock the Degradable Bags.

2.2.6. Collection Vehicles

All collection vehicles are required to have adequate capacity to store Yard Debris collected from an average route. All collection vehicles are diesel or electric and have capability to collect material from fully automated trucks. Collection equipment and vehicles shall be provided in adequate numbers to perform collection services outlined in the Contractor's proposal. Vehicles will be specifically equipped to empty the Carts.

2.2.6.1. Vehicle Inventory

The Contractor shall provide to the County, two months prior to the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, capacity, model, and vehicle identification number) and each

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facility to be used in the performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time and shall include the revised inventory in the annual report in Section 2.2.8.3. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

2.2.6.2. Back up Vehicles

The Contractor shall keep at a minimum of two (2) fully automated trucks in reserve for vehicle breakdowns and inclement weather situations. The Contractor shall have sufficient staff capable of covering for drivers who are sick or on scheduled vacations or other reasons.

2.2.6.3. Vehicle Age/Condition – Procurement Timeline

The Contractor shall procure new collection vehicles upon execution of this Contract. The Contractor shall use collection vehicles no greater than fifteen (15) years old, based on chassis model year, for Yard Debris collection services performed under this Contract. The Contractor may use collection vehicles no greater than (15) years old at the start of the program and until the new collection vehicles arrive. The Contractor shall notify the County when the new collection vehicles arrive, and the Contractor shall utilize the procured vehicles for the remainder of the Contract. The Contractor shall update the annual vehicle inventory with the new collection vehicles with the criteria outlined in Section 2.2.8.3.

2.2.6.4. Vehicle Labeling

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, and customer service telephone number and website address, which shall be placed on all collection and service vehicles used by the Contractor. Promotional signage shall be placed on each side and on the rear of each collection vehicle. Special promotional messages for Yard Debris collection may be permitted, upon prior approval from the County.

2.2.6.5. Vehicle Maintenance and Safety

Vehicles shall be maintained in a clean and sanitary manner and shall be thoroughly washed at least once a week. The Contractor's vehicle washing equipment, facilities, and practices shall comply with jurisdiction permitting requirements and other state and federal pollution control standards. All collection equipment shall have appropriate safety markings, including highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statues, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained

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in a condition satisfactory to the County. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

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

2.2.6.6. Vehicle Spillage

All material collected by the Contractor shall be completely contained in collection vehicles at all times except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent spillage.

The Contractor shall use commercially reasonable efforts to maintain collection vehicles so that no liquid, oils (i.e. lubricants, hydraulic fluid, or fuel) or waste is discharged from the vehicles except at an approved transfer site or approved compost facility. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used for services under this Contract until repairs are made. Any discharges of liquid, oils or waste that may occur from Contractor's vehicles or receptacles prior to them being removed from service shall be cleaned up or removed within three (3) hours of being noticed by route staff, Customers, or the County, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be provided to the County in writing. The Contractor shall promptly notify the appropriate agency(s)/authority(s) and the County as required by applicable law for any discharge or spill in writing. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the County shall be cause for non-performance fees, as described in Section 4.1.

2.2.6.7. Vehicle Communications

All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way radios, cellular telephones, or other forms of electronic communication devices. The Contractor shall maintain an electronic communication system capable of reaching all collection areas.

All collection trucks must be equipped with camera system that includes forward looking, back looking, and an interior view. System must include the ability to record and retain the video feed. All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board

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computer and data tracking system to route progress and log non-setouts, Extra Unit(s), and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's customer service database no less than every four hours to allow customer service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time.

2.2.6.8. Availability of Collection Vehicles

Collection vehicles used by the Contractor in the performance of this Contract shall not be used for other purposes, including other residential or commercial collection services, without prior notification to the County, provided, however, that use of such vehicles for collection of commercial recycling within Clark County and temporary emergency backup in the Portland Metropolitan Area shall not require prior notification to the County. If the Contractor intends, at any time, to use a collection vehicle for purposes other than performing the Contractor's obligations under this Contract, the Contractor must notify the County within four hours after sending the collection vehicle to the non-Contract work. Notification must include the identification number of the collection vehicle, the nature of the use to which the vehicle will be put, the expected duration of such use and the locations where such use will occur.

2.2.6.9. Truck Maintenance Facility and Yard

Contractor may utilize a truck maintenance facility and yard located outside Clark County. If Contractor uses a truck maintenance facility and yard outside Clark County, the Contractor bears the burden of providing adequate information for the County to determine if the location will meet the needs of the programs. The County has final approval of the truck maintenance facility and yard location.

2.2.7. Customer Service Requirements

The Contractor shall be responsible for providing all customer service functions, including informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints promptly, dispatching special collections, and billing. These functions shall be provided at the Contractor's sole cost with such costs included in Customer charges in accordance with Appendix C.

2.2.7.1. Location of Customer Service Office and Telephone Line

The Contractor shall maintain an office within Clark County, Washington. The Contractor's office hours shall be open at a minimum from 8:00 a.m. to 5:00 p.m. daily, except Saturdays, Sundays and Holidays. Remote call

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centers are not allowed under this Contract. During regular office hours, the Contractor shall supply enough telephone lines and customer service representatives to adequately handle the number of calls received. Representatives shall be available at the Contractor's local office during office hours to meet the needs of the Customers under this Contract. The Contractor's customer service representatives may work remotely if there are sufficient representatives at the local office and they reside in the Clark County or the Portland Metropolitan area.

The customer service phone number shall have a local exchange prefix and be clearly shown on the collection equipment, Contractor's web site, and local telephone directory. The customer service phone number shall be distributed to all Customers, along with the initial informational brochure, with Container delivery, and upon Customer request. The Contractor shall maintain a Customer inquiry and information service and a telephone answering system. In addition, the Contractor shall provide Customers with a local e-mail address for customer service and information inquiries.

The Contractor's office and customer service assistance shall be accessible with a local phone number. The Contractor shall maintain an emergency telephone number to allow Customers to contact the Contractor outside of normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

Unless otherwise approved by the County in advance, the Contractor is not allowed to utilize artificial intelligence or software that eliminate physical personnel for inbound calls.

2.2.7.2. Customer Service Standards

The Contractor's customer service personnel shall be reasonably knowledgeable of all solid waste services and rates provided by other Haulers and Contractors within the County. Customer service representatives shall assist Customers with selecting Yard Debris services that, in the customer service representatives' reasonable opinion, best meet the Customers' needs including suggesting reduction in Garbage service levels to offset the cost of Yard Debris. Customer service representatives shall remain courteous and informative at all times.

The Contractor shall provide additional staffing and extended office hours during the mobilization and transition period at the beginning of the Contract as mutually agreed to in the Implementation and Operations Plan to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during mobilization and transition.

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The Contractor shall provide sufficient trained personnel to set up and operate the customer service line so that the program proceeds smoothly, without interruption or delay, according to the agreed collection schedule.

If new, independent Yard Debris programs are initiated by the Contractor and use the same customer service line, customer service line staffing and phone system capacity will be expanded so that customers receive no lessening of service.

2.2.7.3. Customer Service Issues or Complaints

The Contractor shall record in a computerized daily log all complaints and Customer issues, including date, time, complainant's name, and address, if the complainant provides this information, and the date and manner of resolution of the issue. Any such calls received via the Contractor's answering service shall be recorded in the log by the end of the following business day. This log shall be available for inspection by County representatives during the Contractor's office hours and shall be electronically accessible to the County at all times during normal business hours; the computer log shall be in a format approved by the County.

The Contractor shall designate a customer service representative for County staff to communicate with on a regular basis regarding Customer issues. County staff will relay Customer issues to the designated customer service representative by telephone, e-mail or other acceptable methods. If the designated customer service representative is not available, County staff will leave a telephone message and/or e-mail message for the customer service representative. The designated customer service representative shall make a reasonable effort to contact County staff to acknowledge receipt of this message on the same business day that the message was left. The designated customer service representative shall resolve the customer issue and then contact the County staff to report how, when, and the manner in which the issue was resolved.

If repeated complaints are received regarding a specific customer service person, the County will notify the Contractor, and the Contractor shall provide additional staff training to that customer service person.

2.2.7.4. Incoming Calls

All incoming calls shall be answered promptly and courteously. A Customer shall be able to talk directly with a customer service representative and be able to receive recorded service information when calling the Contractor's customer service telephone number. Upon receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the County may request that the Contractor submit a plan to the County for correcting the problem. Once the County has approved the plan, the

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Contractor shall have thirty (30) days to implement the corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. The Contractor shall provide telephone access to Customers twenty-four (24) hours a day, every day, at least by a computerized answering system or service. The Contractor shall answer customer calls within two and a half (2.5) minutes on an averaged basis. This average is to be calculated on a monthly basis, averaging all call wait times occurring within the given month and comparing that monthly average to two and a half (2.5) minutes. Customer calls are to be directed to a menu of options with an option by the Customer to leave information to a message center if desired. The Contractor shall on a daily basis track and on a monthly basis report daily peak "on-hold" time and daily average "hold time".

2.2.7.5. Customer Call backs (Phone calls and emails)

All telephone generated "call backs" shall be attempted a minimum of one (1) time prior to 5:00 p.m. on the day of the call.

All e-mail generated "call backs" shall be attempted a minimum of one (1) time within 24 hours of receipt (excluding weekends).

If the Customer is not contacted on the first attempt, the Contractor shall make subsequent attempts on the next business day after the original call or e-mail. A minimum of three (3) attempts are to be made within 24 hours for telephone generated calls and 48 hours for e-mail generated contacts. If the Contractor is unable to reach the Customer on the next business day, the Contractor shall contact the Customer through other appropriate means. All attempts to contact the Customer shall be recorded on the log kept by the Contractor.

Contractor will make all reasonable efforts to meet customer service standards described in Section 2.2.7 and in the Implementation and Operations Plan. Should Contractor fail to meet customer service standards for two (2) consecutive months, the County, using reasonable discretion, may issue a notice of correction requiring Contractor to develop a customer service improvement plan approved by the County. Failure to comply with the terms of the approved customer service improvement plan may result in non-performance fees consistent with Section 4.1. However, in the event of unforeseen circumstances, such as inclement weather, Contractor shall answer all calls and emails in a reasonable time period and Contractor will not be subjected to non-performance fees.

2.2.7.6. Website Content

Contractor shall provide Customers with access via a local content website with online billing capabilities, local customer service information, local 24-hour telephone number and an e-mail address accessible to Customers at all

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times barring uncontrollable circumstances.

The design and content of the website directly attributable to Yard Debris services covered by this Contract will be mutually agreed-upon and approved by the County. Contractor shall also have the capability to update the website during weekends, evenings, and Holidays.

The Contractor is required to provide translated services to all Customers. All service notifications should be able to be translated through electronic applications and Customer call blasts. The collection services information should be able to be translated on Contractor's website.

Contractor shall provide for a website(s), either directly, through a third party or in partnership/coordination with the County, or other local governments, and other service providers (if relevant). The website(s) must be readily accessible to those Customers with internet access. The website(s) shall feature local collection services and related content with online billing capabilities, local customer service information such as 24-hour telephone number and email contacts, and be accessible to Customers at all times, except for scheduled maintenance periods.

Contractor shall also provide on their local website or on a third party/partnership website linked to the Contractor's and/or other partners' websites, customer service information related to collection schedules for Yard Debris. This website shall be compatible with or also include Garbage and recycling services throughout the service area, so the customer has access through one website schedule information for all residential collection services. This information should include calendar information of collection activities that is specific to a Residence address and services.

The electronic calendar application should also be accessible and optimized for Customers viewing on mobile smart telephones and other mobile platforms. The application shall offer Customers the option for to schedule On-call pickups, receive notifications and reminders in advance of their scheduled collection dates. Ability to include additional information is preferred. The Contractor shall use commercially reasonable efforts to complete the calendar application by August 1, 2025.

The design and content of these website(s) and electronic calendar services and provider arrangements will be mutually agreed-upon and approved by the County.

2.2.7.7. Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract and shall provide an accounting system that is acceptable to the County. The Contractor may bill Customers every month, every other month, quarterly or at other intervals

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agreed to in writing by the County and the Contractor. In no event shall the collection rate include charges for services to be rendered after the payment due date. Billing and accounting costs associated with customer invoicing will be borne by the Contractor and included in the collection rate. The Contractor may bill Customers a County-approved late payment and NSF check charges, as well as the costs of bad debt collection.

The Contractor shall be responsible for the following:

a) Generating program bills. Bills must include a statement indicating current service levels, taxes (if applicable) and payments.

b) Accepting, processing and posting payment data each business day.

c) Providing on request from the County with a monthly accounts receivable aging analysis, including number of accounts past due and dollar amount past due.

d) Accepting and responding to Customer request for service changes.

e) Collecting unpaid charges from Customers for collection services.

f) Coordinating with other County service providers such as Garbage and recycling Haulers.

g) Including four (4) bill inserts per year as requested by the County at no additional compensation to the Contractor.

h) Accepting and processing electronic payments from Customers.

The Contractor shall have procedures in place acceptable to the County to minimize the potential for the loss or damage of the account servicing (*e.g.*, customer service, service levels, billing history) database. The Contractor shall have a contingency plan to ensure there is no interruptions in service regarding Customer billing and shall ensure that backup of the Customer account and billing database is downloaded each day and stored in a cloud software or at an off-site location.

Upon five (5) working days written notice, the Contractor shall provide to the County an electronic copy of the requested Customer information and history, including but not limited to Customer name, addresses, service levels, account number, route identification number, collection day, and current account status.

By August 1, 2025, the Contractor shall provide an approved form of electronic data transmission allowing authorized County staff read-only, remote access to the Contractor's Customer service database or other method acceptable to the County. This access will be used to assist the

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County with resolving customer service problems, evaluating service levels for technical assistance programs and other functions. The Contractor may limit access to business hours, institute password protections, restrict access to inquiries only, and take other reasonable precautions to ensure the integrity of the Contractor's customer service database. In addition to allowing database inquiry, the dedicated line shall also provide an e-mail function to facilitate County-Contractor communications. Failure to provide access as described above may result in non-performance fees being assessed by the County.

2.2.7.7.1. Suspending Collection from Customers and Past Due Accounts

The Contractor shall use commercially reasonable efforts to provide Yard Debris collection service to all Customers in the applicable service areas. However, upon the County's written approval, the Contractor may deny or discontinue service to a Customer if the County, at their discretion, determines that a Customer's acts or omissions warrant the denial or discontinuance of service.

If a Residential Customer is unable to pay for all services received, the Contractor shall develop a mutually satisfactory payment plan. For Residential Customer accounts that are forty-five (45) days past due, the Contractor is allowed to pursue all lawful remedies, including debt collection services, to collect funds due for services provided. The Contractor may stop providing service to the Customer after the account is forty-five (45) days past due, provided that the Customer has received fifteen (15) days written notice which was preceded by fifteen (15) days verbal notice. The Contractor shall not initiate collection agency procedures on accounts prior to their becoming forty-five (45) days past due. The Contractor may, however, use other traditional collection notifications by telephone or in writing when the Residential Customer is fifteen (15) days after the past due deadline.

With prior written notice, service may be discontinued to Multifamily Customers with accounts due past sixty (60) days. The Contractor shall not initiate collection agency procedures on accounts prior to their becoming sixty (60) days past due but may use other traditional collection notifications by telephone or in writing thirty (30) days 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 Multifamily Customers.

2.2.7.8. Monitoring and Evaluation

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The Contractor shall initiate and maintain a program, acceptable to the County, in place to monitor and evaluate the quality of customer service and to determine overall Customer satisfaction with the Contractor's services. Monitoring and evaluation methods shall include conducting random customer surveys and periodically monitoring customer service. The County reserves the right to periodically monitor and review the performance of the Contractor's customer service. The Contractor shall work with the County to ensure that high levels of customer service are demonstrated throughout the contract term.

2.2.8. Reporting Requirements

The Contractor shall provide monthly, quarterly, and annual reports to the County. Contractor shall provide, upon County's reasonable request, pertinent operations and financial information, such as processor certified weight slips and vehicle maintenance logs; provided, however, Contractor has the right to withhold information determined proprietary.

The Contractor shall submit reports to the County as detailed below. The reports serve to apprise County staff of Yard Debris activities, equipment inventories, revenues, and costs. General guidelines:

a) Contractor is required to provide monthly, quarterly and annual Yard Debris collection reports that are separate from other reports in a neat, non-duplicated, legible, and transferable electronic formats as approved by County.

b) All reports are to be submitted to the County by email at dlswo@clark.wa.gov or other email address approved by the County.

c) All reports are to be submitted directly from the Contractor.

d) All reports are to be submitted separately.

e) Quantitative/data reports are to be submitted in an Excel spreadsheet or other format to be approved by the County.

f) Qualitative/narrative reports are to be submitted in a PDF or other format to be approved by the County.

g) All data calculations in Excel are to be completed with automated formulas to prevent errors and improve quality control (i.e. =SUM, =AVERAGE, etc.).

h) The Processor's certified scale is approved to measure material tonnages.

i) All terms and acronyms used in the reports are to be clearly defined within each document.

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j) The Contractor shall keep data records for the life of the Contract and three (3) years thereafter.

k) Contractor is required to meet with the County's contract project coordinator to adjust and implement new reporting strategies, maintain reporting updates alongside the State's reporting specifications, and provide data needed for County's Comprehensive Solid Waste Management Plan (which may include tonnage by geographic location, location of Processor, processing mechanism (composting or other conversion technologies) or other information.

l) Contractor is required to maintain financial records in accordance with all State and Federal requirements. The County reserves the reasonable right to inspect non-proprietary financial records under certain conditions as noted in the Contract. Within ten (10) business days of receipt of written notice from the County to inspect Contractor's books and records only as strictly related to the performance of this Contract, Contractor and County shall determine a mutually agreeable date, time, and location to accommodate the request by the County without unreasonably interfering with Contractor's business operations.

m) The County reserves the right to reasonably request additional information as well as ad hoc reports.

2.2.8.1. Monthly Reports

The Contractor shall provide monthly reports containing the following information for the previous month within thirty (30) days of the end of the month.

2.2.8.1.1. Monthly Yard Debris Report

a) The number of Customers for Single-Family (EOW), Single-Family (On-call), and Multifamily Residences.

b) Total drive bys organized by month.

c) Total setouts organized by month.

d) Total on-call pickups by month.

e) Average pounds collected per set out.

f) Average pounds collected per Customer.

g) Customer setout rates (percentages) by month.

h) Number of setouts tagged by drivers and reasoning (i.e. cart placement, unacceptable material, etc.) as well as misses, deliveries and removals.

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i) All relevant data is to include "average" and "total" monthly and year-to-date calculation summaries.

j) Total EOW and On-call customers for cities that sign onto the Contract and the UGA and organized by month.

k) Total tonnages by source organized by month.

l) Calculate the percentage of residential yard debris customer participation rates for each source by dividing the number of residential yard debris customers by garbage customers.

The Contractor shall work with the County to provide reports in an electronic media as necessary and as equipment allows.

If collection vehicles are used to service more than one Customer segment, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of the collection volumes attributable to each sector. The apportioning methodology shall be reviewed and approved by the County and may be periodically verified through field testing by the Contractor at no charge to the County, provided that testing does not involve excessive frequencies.

2.2.8.1.2. Monthly Customer Service Report

a) The total number of Customer inquiries.

b) The peak daily "on-hold" time and the monthly average "on-hold" time for customer service telephone calls.

c) The total missed collection and bill-related complaints.

d) The number of requests for replacement containers and the number of containers delivered by cart size.

e) The total new account sign-ups.

f) The total Customers discontinuing service.

2.2.8.2. Quarterly Reports

The Contractor shall provide quarterly reports containing the following information for the previous quarter within thirty (30) days of the end of the quarter.

2.2.8.2.1. Quarterly Educator Report

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a) An organized report of quarterly activities conducted by the Educator. Detailed report of brochures, fliers, bill inserts, and annual newsletter, and advertisements in local newspapers and any community events attended.

b) A summary of data collected (when Container tagging is required).

c) Analysis of data (i.e., observed trends, key findings) (when Container tagging is required).

2.2.8.3. Annual Reports

The Contractor shall provide annual reports containing the following information for the previous year within sixty (60) days of the end of the year.

2.2.8.3.1. Annual Yard Debris Report

a) A consolidated summary and tabulation of the monthly reports described above.

b) A discussion of highlights and all material occurrences during the period, along with measures taken to resolve problems, increase efficiency, and increase participation in the Yard Debris collection program.

2.2.8.3.2. Annual Educator Report

a) An organized discussion of annual activities including accomplishments and shortfalls conducted by the educator.

b) Detailed report of brochures, fliers, bill inserts, and annual newsletter, and advertisements in local newspapers and any community events attended.

c) A summary of data collected (when Container tagging is required).

d) Analysis of data (i.e. observed trends, key findings) (when Container tagging is required).

2.2.8.3.3. Annual Inventory Report

A current inventory of vehicles including:

a) Truck number

b) Vehicle identification number (VIN)

c) Chassis type (i.e. Autocar, Volvo, Pete, Nissan, etc.)

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d) Body type (i.e. roll off, side load, automated, etc.)

e) Truck year

A current inventory of Yard Debris Carts including:

a) Total number of Carts in use by Customers, broken out by service level (EOW/on-call), cart size/color, and material source (i.e. Battle Ground, La Center, Yacolt etc.) and Multifamily Residences.

b) Total number of Carts organized by "in the field" and "in storage" by Cart size (64-gallon, and 96-gallon) and by Cart color.

c) Total number of Carts organized by date of Cart procurement, and by Cart size and color.

2.2.8.4. Ad Hoc Reports

The County may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the County. These reports may include customer service database tabulations to identify specific service-level or participation patterns or other similar information. These ad hoc reports shall not require the Contractor to expend more than one hundred (100) staff hours collectively, to generate all six (6) reports, per year to complete.

2.3. Education and Outreach

Contractor shall provide an Educator that is responsible for coordinating community education efforts in Clark County concerning Contractor's services and County's waste initiatives. The amount of time budgeted by the Contractor for the Educator to complete assigned duties is, at a minimum, .8 or 80% of a full-time equivalent or FTE. The Educator position shall be budgeted to and filled by one individual. The Contractor shall not allocate the budgeted amount to several employees to meet the .8 FTE requirement. The Contractor is subjected to non-performance fees if the Contractor does not provide a .8 FTE Educator or compensation to the County in lieu of providing an Educator as outlined in Section 4.1. Any proposed Contractor changes to the Educator duties or budgeted amount must be approved by the County prior to implementation.

Contractor may opt to compensate the County in lieu of providing an Educator. The rate of compensation shall be up to a level or scale 1-6 for a Clark County Education and Outreach Program Technician per the most recent Union Contract. Compensation shall be inclusive of all wages and benefits.

Educator Duties: The Educator shall provide assistance (staff time or material) as required and requested by the County with respect to public information, education and promotions for designing, printing, and distributing/mailing print material and for conducting presentations at schools, neighborhood association meetings, and special events as

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determined and approved by the County. The Educator in coordination with the County shall develop an annual education and outreach plan that prioritizes contamination reduction and includes program implementation and annual promotion and outreach. The educator may be requested by the County to attend monthly planning meetings. The Contractor and Educator are responsible for staying up to date with State regulations around Food Scraps/Organic Materials education and future requirements for Food Scraps/Organic Materials collection services and the understanding the value of compost.

a) Education and Outreach Plan: The Educator shall develop a plan in coordination with the County to prioritize contamination reduction and plan and prepare for legislative updates regarding Organic Materials collection services.

b) New Customer Brochure: The Educator shall develop, print, email or mail an informational brochure to all new Customers on an ongoing basis throughout the duration of this Contract. The Contractor shall submit the brochure to the County for approval prior to printing. The brochure shall describe all Yard Debris, opportunities for home composting and community composting, and the potential for lower Customer Garbage bills by reduction of levels of service.

c) Community Events: In addition to regular public information services, the Contractor will also participate community events and coordinate with the County and other solid waste Haulers in an ongoing public education program to increase participation in waste reduction and Yard Debris recycling and diversion activities during the term of the Contract. For each event, the Contractor shall pay for a pro rata share of booth rental fees with other service providers and shall provide appropriate display materials regarding the Contractor's services.

d) Community Presentations: The Contractor shall assist County staff in reasonably attending interviews scheduled with the media, in participating in speaker's bureau activities, including neighborhood association meetings, schools, other community groups and organizations, and in participating in community events. The Contractor shall provide such assistance without additional compensation.

e) Program Theme and Logo: The County shall provide program theme and logo designs to the Contractor for use with Contractor-published materials. The County's theme and logo will identify the County as sponsor, integrate and unify program activities, attract attention, and send positive consistent messages to the public to spur participation. Ownership of the program theme and logo created by the County shall at all times remain with the County.

f) Recycled Paper: To foster market development for recycled products and raise public awareness, all program communications shall be printed on post-consumer recycled content paper.

2.3.1. Program Implementation

At the start of the new collection program, the Contractor shall work with the County to explain the new collection system, service levels and rates to Customers

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pursuant to the education and informational procedures described herein. The Contractor's education and outreach program shall be designed to provide both initial program start-up and ongoing promotional activities. The Contractor shall, at its expense, provide the following:

a) By February 1, 2026, or at any later time agreed to by the County, a flier shall be delivered to all residential Yard Debris Customers residing within the borders of the Yard Debris service area explaining available service levels, describing routing and set out schedules, and providing customer information phone numbers. This announcement shall include directions on how to subscribe to the service by phone and the electronic calendar application (ReCollect) or similar service, information about Cart delivery and other acceptable Containers, and a general description of acceptable Yard Debris and how it should be prepared by the Customer.

b) Customer Service: The Contractor's customer service staff shall inform Customers of all Yard Debris collection options. The Contractor shall work with the County to develop a mutually acceptable "script" to be used by customer service representatives to introduce new Customers to their collection options.

c) Contractor shall email or mail a separate users' guide, including information on service levels and rates, Yard Debris preparation and collection requirements, and other pertinent information to all new Customers. The Contractor shall include County information pertinent to the solid waste system, as requested by the County. The Contractor shall also include magnets and other educational materials designed to increase Customer awareness about Yard Debris collection. Residential Customers shall also be provided with either an insert or a map indicating the day of collection for their area and instructions on the placement (e.g., curb or alley) of their Containers. Commercial Customers shall be provided with an insert or map indicating the anticipated day of collection and any specific access or location requirements.

d) Yard Debris can decal (i.e., decals used to distinguish Customer-owned Container as extra Yard Debris Containers) shall be mailed by Contractor to requesting Yard Debris subscribers, both at program implementation and throughout the Contract period.

2.3.2. Annual Promotion and Outreach

Service Updates: Every Fall, starting in 2025, a notice in accordance with applicable laws shall be sent by the Contractor to each Customer living within the Service Area to notify the Customer about rate modifications (if any), available service levels, and opportunities for savings through Yard Debris diversion.

In the event that service levels change, the Contractor shall provide a plan and timeline (a minimum of one (1) year) to notify Customers and switch services with three (3) month, one (1) month, and two (2) week notifications to affected Customers.

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All notices shall be subject to County review and prior approval. Notices shall be submitted to the County for approval with sufficient time to allow for approval, printing, and distribution at least sixty (60) days before any proposed rate change or service changes.

Annual Newsletter and Billing Inserts: At the Contractor's expense, the Contractor shall assist the County with County promotion efforts as needed. This assistance shall include, but shall not be limited to:

a) The preparation, printing, mailing or emailing of an annual Yard Debris recycling newsletter.

b) At least one (1) and up to four (4) printed inserts in billing statements per year (preferably not during the winter billing cycle).

c) The provision to the County of mailing labels printed with Customer names and addresses once per quarter at no cost to the County.

The County shall pay for the cost of additional mailers and labels beyond the insert and four (4) sets of labels per year.

2.3.3. Pilot Programs

The County may wish to test and/or implement one or more new developments in waste stream segregation, materials processing, or collection technology at some point during the term of the Contract. The County will notify the Contractor in writing at least ninety (90) days in advance of the anticipated implementation of a pilot program to be performed in one (1) or more collection routes or of its plans to utilize a new technology system throughout the County.

Upon notification from the County, then Contractor shall implement the Food Scrap pilot as proposed by the Contractor in Section IIC.5 of Contractor proposal. This pilot program for collecting Food Scraps includes weekly collection for two (2) routes running five (5) days per week for twelve (12) months. The Contractor shall be responsible for all promotion and education related to the pilot. Collection data shall be collected by Contractor and be provided to County in the monthly reports.

Amendments to the pilot program initiated by the County or Contractor that result in adjustments to Contractor compensation shall be negotiated in good faith by the parties hereto and approved by the County prior to implementation.

Additional contractor-initiated pilot programs require prior written notification to and approval on the part of the County. Contractor-initiated pilot programs will be performed at no additional cost to the County or the contractor's customers.

2.4. Field Monitoring

The County may periodically monitor collection system performance issues such as

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participation, Container condition, content weights, waste composition, and Customer satisfaction. The Contractor shall assist the County by coordinating the Contractor's operations with the County's field monitoring to minimize inconvenience to Customers, the County, and the Contractor. The Contractor shall promptly correct any deficiencies noted by the County.

3. Compensation

3.1. Compensation to the Contractor

The Contractor, except as provided in Section 2.2.7.7., shall be responsible for billing and collecting charges from Customers in accordance with the charges listed in Appendix C, which rates comprise the total compensation due to the Contractor under this Contract unless otherwise expressly provided for in this Contract. Fees for services, such as Yard Debris collection and Extra Unit setouts, shall be itemized and included in the Customer's regular invoice. The Contractor shall allow Customers to suspend service for vacation periods in accordance with Section 2.2.4.3. and Appendix C.

3.2. Inflation Adjustment Factor

The Inflation Adjustment Factor or IAF, for the Contract year beginning on January 1, 2027, and for each subsequent Contract year, will be calculated based on the weighted averages of two (2) indices computed by the United States Department of Labor, Bureau of Labor Statistics or BLS, and by the Energy Information Administration or EIA. The two indices and their respective weights are: 1) the Consumer Price Index or CPI, for urban wage earners and clerical workers for the Seattle-Tacoma-Bellevue, or successor indices, which will have a weight of eighty-eight percent (88%), and 2) the West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or successor indices, which will have a weight of twelve percent (12%).

The annual change in rates established in Appendix C may be increased or decreased on January 1st of each year up to 80% of the weighted averages of the two (2) indices, the first-half annual (January 1st - June 30th) consumer price index or CPI, of the current year and prior year, and the twelve (12) month average (July 1st – June 30th) of the current year and prior year for the West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or successor indices.

See Appendix D – "Inflation Adjustment Factor – Sample Calculation" for an example of the formula for utilized to calculate the annual adjustment.

Adjustments to Contractor rates shall be made in units of $0.01, rounded to the nearest whole cent.

On or before September 15 each year, beginning September 15, 2026, the Contractor shall submit to the County for review and approval a rate adjustment statement calculating the new rates to be charged to County Customers via email to dlswo@clark.gov and the Program Manager for Solid Waste Operations for review and confirmation that the rate adjustment proposal was made pursuant to the provisions herein. Provided the statement passes initial

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review, the Program Manager shall initiate an approval process in which the authorized signatory for the County and the Contractor sign in agreement to the rate adjustment. The County shall not unreasonably withhold approval for rate adjustments requested by Contractor. Provided that rates are approved; those rates shall take effect on the first day of January of the following year.

The Contractor shall be responsible for notifying Customers of impending rate changes in accordance with applicable laws and meeting legal notification requirements, whether changes are due to the Inflation Adjustment Factor, processing fee modifications, or change in the law.

The County requires that Yard Debris Processor or reload facilities be located in the Clark County and constitute an approved County facility and meet all local, state and federal laws. The charges listed in Appendix C, and which may be adjusted as in this section, include the Contractor's cost of Yard Debris processing. Any changes in the Yard Debris processing fee will not result in any adjustment in rates except as described below.

Should the Contractor be required by the County to use Yard Debris processing sites other than those selected by the Contractor and approved by the County, the Contractor will submit a detailed proposal for the adjustment of rates to reflect any additional processing and transportation costs or savings to the Contractor. The County and Contractor agree to negotiate in good faith any changes to the rates to offset these transportation and processing costs or savings.

The only adjustment to Contractor compensation shall be for: (1) Inflation Adjustment Factor calculation as set forth above; (2) increases in Yard Debris processing fees as set forth below; and (3) changes in law as set forth below. The Contractor assumes all operational and economic risks associated with the performance of services related to this Contract. Such risks shall not be a basis for termination or amendment of this Contract. In the event that Yard Debris processing fees exceed the Inflation Adjustment Factor by 8.5% in any given year, the current fee is $36.50 per ton as of July 1, 2025, then the Contractor and the County shall, in good faith, negotiate an adjustment to Contractor's compensation hereunder based upon the impact the increase in such fees has upon the overall cost of performing the services; provided, however, there shall be no increase in the compensation to the Contractor for Yard Debris processing fee increases during the first two (2) years of the Contract. In the event that there are changes in law that impose new taxes or fees upon the services provided by Contractor, then the Contractor and the County shall, in good faith, negotiate an adjustment to Contractor's compensation hereunder based upon the impact of the taxes or fees have upon the overall cost of performing the services.

3.3. Administrative Fee

The monthly revenue generated by the Administrative Fee shall be paid to the County by the Contractor in two (2) month increments. Administrative Fees collected from each customer billed, shall be paid to the County by the Contractor one hundred twenty (120) days after the close of the two (2) month billing cycle. Documents supporting the payment amount will accompany each payment. At the Date of Commencement of this Contract the Administrative Fee is forty cents ($0.40) for each Yard Debris Customer, and starting

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January 1, 2027, and each year thereafter is subjected to the Inflation Adjustment Factor calculation found in Section 3.2.

4. Failure to Perform, Remedies, Termination

The County expects high levels of customer service and service provision. Performance failures shall be discouraged, to the extent possible, through specific non-performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to non-performance fees and Section 4.3 details default provisions and procedures.

Subject to the force majeure clause in this Contract, the Contractor shall be liable for non-performance fees for certain breaches if those Contract breaches are documented in an incident report presented by the County to the Contractor, and Contractor is given a reasonable period of time to cure the documented breaches but fails to do so. Disagreements with respect to the Contractor's liability for non-performance fees shall be subject to the dispute resolution procedures described in this Contract. The County reserves the right to make reasonable periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract.

4.1. Non-Performance Fees

The County reserve the right to make periodic, unscheduled inspection visits and/or investigations of Contractor performance to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract and following notice to the Contractor and County attempts to resolve performance issues with the Contractor, the County may present a documented incident report to the Contractor detailing such unsatisfactory performance. The County and Contractor agree that upon receiving such report, the Contractor shall pay the dollar amounts set forth in Section 4.2, not as a penalty, but as non-performance fees for failure to satisfactorily perform its duties under this Contract. The non-performance fee amounts shall be subject to annual adjustment in accordance with the Inflation Adjustment Factor in Section 3.3 beginning January 1, 2027, and the calculation of non-performance fees shall be communicated to Contractor on the instigation of non-performance fee penalties.

The County and Contractor agree that the County damages would be difficult to prove in any litigation and that the dollar amounts set forth in Section 4.2 are a reasonable estimate of the damages sustained by the County as a result of the Contractor's failure to satisfactorily perform its duties under this Contract.

Nothing in Section 4.2 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 County reserve the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The non-performance fee schedule set forth in the Contract shall not affect the County's ability to terminate this Contract as described in Section 4.3.

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Non-performance fees, if assessed during a given month, shall be invoiced in writing by the County to the Contractor. The Contractor shall be required to pay the County the invoiced amount within thirty (30) calendar 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 non-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 non-performance fees assessed against the Contractor may be appealed by the Contractor in writing to the County within ten (10) business days of being invoiced for assessed non-performance fees. In connection with any such appeal, the Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. If not appealed within ten (10) business days, the Contractor waives its right to appeal the assessed non-performance fees.

The County and Contractor must attempt to resolve an appeal of assessed non-performance fees using the Dispute Resolution procedures outlined in Section 6.7; except that in the event neither good faith negotiations nor non-binding mediation resolves the dispute, the disagreement concerning non-performance fees shall be conclusively settled by arbitration under the laws of the State of Washington, in accordance with this section and, when not prescribed herein, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

4.1.1. Contractor shall have ten (10) business days from the date of mediation to initiate the arbitration proceedings by filing a Demand for Arbitration in accordance with the applicable rules and mailing notice of the same to the County.

4.1.2. If Contractor does not initiate arbitration proceedings within the time allowed by this section, Contractor waives its right to further contest the assessed non-performance fees.

4.1.3. The arbitration hearing shall be held in Clark County, Washington, unless all County and Contractor agree otherwise.

4.1.4. The Contractor shall be required to pay the County the amount of assessed non-performance fees as determined appropriate within thirty (30) calendar days following resolution of the appeal.

The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County may suffer damages which are difficult to determine and adequately specify.

The Contractor agrees, in addition to any other remedies available to the County, that the County may demand and receive payment from the Contractor in the amounts specified in Section 4.2 as non-performance fees for failure of the Contractor to fulfill its obligations.

4.2. Non-Performance Fees Table

The following acts or omissions shall be considered non-compliance with the Contract and the

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County has the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

	Action or Omission	Non-Performance Fees
1.	Collection outside the days and times specified in this Contract except as expressly otherwise permitted.	One hundred and fifty dollars ($150) per incident (each truck on each route is a separate incident).
2.	Repeated complaints on a route after notification including, but not limited to, not replacing Cans or Carts in designated locations, spilling, not closing gates, not closing lids, crossing planted areas, or similar violations.	Seventy dollars ($70) first incident and one hundred and fifty dollars ($150) for each subsequent incident to a maximum of One thousand and four hundred dollars ($1,400) per truck per day.
3.	Failure to make up missed collections or materials within Contract specifications. This excludes collections prevented by inclement weather, inaccessible Containers, or Containers that contain Unacceptable Materials, but does includes the recovery collection of materials.	Seventy dollars ($70) first incident and one hundred and fifty dollars ($150) for each subsequent incident to a maximum of One thousand and four hundred dollars ($1,400) per truck per day.
4.	Missed collection of entire block segment of Single-Family Residences. This excludes collections prevented by inclement weather, inaccessible Containers, or Containers that contain Unacceptable Materials, but does includes the recovery collection of materials.	Three hundred dollars and fifty dollars ($350) per block segment if collection is performed the following operating day; One thousand and four hundred dollars ($1,400) per block segment if not collected the following operating day.
5.	Failure to replace or repair a damaged Cart within three (3) business days of notification by the County or Customer, or even (7) business days if Degradable Bags were supplied to Customer.	Thirty-five dollars ($35) per Cart, per day.
6.	Failure to maintain Contract-compliant Carts.	Thirty-five dollars ($35) per Cart, per day.
7.	Failure to deliver Carts to Customers within Contract specifications.	Thirty-five dollars ($35) per Cart, per day.
8.	Failure properly to clean-up or collect leaked or spilled materials and/or failure to promptly notify the County within three (3) hours of spilled materials.	The cost of cleanup to the County plus seventy dollars ($70) each incident.
9.	Observed leakage or spillage by the County from Contractor vehicles or of vehicle contents.	The cost of cleanup to the County plus seventy dollars ($70) each incident.
10.	Failure to provide required promotion, education, and outreach.	One hundred and fifty dollars ($150) per incident.
11.	Failure to have a Contract-compliant website including correct rates for all Customer sectors and service levels.	One hundred and fifty dollars ($150) per day, with no maximum.

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12.	After County notification, failure to properly identify service territories that result in a denial of service or a misapplied rate to Customers within the service areas.	Three hundred and fifty dollars ($350) per Customer, per month of denied service; Damages may also be assessed to compensate Customers for any loss through a misapplied rate that result, from failure to properly identify service areas.
13.	Material misrepresentation or omission by Contractor in records or reporting.	One thousand and four hundred dollars ($1,400) per incident, or per day for failure to perform.
14.	Failure to provide required reports to the County on time.	Two hundred and fifty dollars ($250) per incident. One thousand and four hundred dollars ($1,400) per incident if due date exceeded by thirty (30) days.
15.	Failure to provide rate adjustment statement to the County on time.	Two hundred and fifty dollars ($250) per day past the deadline.
16.	Failure to maintain Contract-compliant vehicles and facilities.	Thirty-five dollars ($35) per vehicle and/or facility, up to a maximum of $140 per inspection.
17.	Use of vehicles for non-Contract work without prior notice to the County.	Seven hundred dollars ($700) per vehicle, per incident.
18.	Landfilling or incineration of uncontaminated Yard Debris without the express prior written permission of the County.	One thousand and four hundred dollars ($1,400) per vehicle, per incident.
19.	Delivery of Yard Debris to a Processor not approved by the County.	One thousand and four hundred dollars ($1,400) per vehicle, per incident.
20.	Failure to fulfill Contract requirements not otherwise addressed.	One hundred dollars ($100) per incident, not to exceed one thousand dollars ($1,000) per year.

4.3. Contract Default

a) The Contractor shall be in default of this Contract if it violates any material provision of this Contract following a reasonable period of time to cure defective performance. The County reserves the right to declare the Contractor to be in default in the event of any violation that shall include, but not be limited to, the following:

b) The Contractor fails to commence the collection of Yard Debris or fails to provide any portion of service under the Contract for a period of more than five (5) days, not including weather-related delays, inaccessible Containers, or the presence of Unacceptable Materials, as mutually agreed upon by the Contractor and the County;

c) The Contractor fails to obtain and maintain any necessary permit required by the City, County, or any federal, state, or other regulatory body to collect and/or transport Yard Debris under the Contract;

d) The Contractor's noncompliance with the Contract creates a hazard to public health or

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safety as reasonably determined by the County;

e) The Contractor repeatedly engages in acts or omissions incurring substantial non-performance fees as set forth in Section 4.2;

f) The Contractor fails to obtain and maintain insurance or bonds, letter of credit or other similar instrument in accordance with the Contract; and

g) The Contractor fails to pay the Administrative Fee for a material number of Customers as set forth in Section 3.3.

In the event of default sections listed above, the County shall give the Contractor five (5) business days prior written notice of its intent to exercise its rights under this section, stating the reasons for such action. If the Contractor cures the stated breach within the five-day notice period, or if the Contractor initiates efforts satisfactory to the County to remedy the stated breach and the efforts continue in good faith, the County shall not exercise its rights under this section for the particular incident. If the Contractor fails to cure the stated breach within the applicable notice period, or if the Contractor does not undertake efforts reasonably satisfactory to the County to remedy the stated breach, the County may exercise all its authority set forth in this section.

The County may then notify the Contractor and declare a default of this Contract and order the Contractor to discontinue any further service thereunder, and a copy of that notice shall be sent to the Contractor and Surety on its performance bond, letter of credit, or other similar instruments.

The County shall be entitled to recover from the Contractor and its Surety as damages all actual expenses incurred, including reasonable attorney fees, together with all such additional sums as may be necessary to complete the Contract work, together with any further damages sustained or to be sustained by the County subject to appropriate mitigation actions by the County.

4.3.1. Alternate Remedies

In the event of:

a) The suspension or halt of all or a substantial and material portion of the Contractor's services required under this Contract;

b) Contractor's failure timely to pay non-performance fees pursuant to Section 4.2;

c) Incidents of the acts or omissions described in Section 4.2 above; or

d) Any other material violations of the terms of this Contract not described in (a), (b) or (c) but not at the time subject to resolution under the process described in Section 6.7, the County may pursue any or all of the following:

i. Be released from its obligations under this Contract and use any other method or person to perform those services;

ii. Draw upon the Performance and Payment Bond, Letter of Credit or other

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similar instrument in accordance with Section 6.5;

iii. Seek the judicial remedy of specific performance;

iv. Initiate the dispute resolution procedures of Section 6.7; and

v. Pursue any other remedy available at law or equity.

4.3.2. Right to Require Performance

The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any portion itself.

4.3.3. Bankruptcy

If the Contractor is the debtor in a bankruptcy proceeding, either voluntarily or involuntarily, and the Contractor fails to perform its obligations under this Contract, this Contract, at the option of the County, may be terminated effective on the day and at the time the bankruptcy petition is filed.

5. Notices

All notices required or contemplated by this Contract shall be personally served, emailed to GCT@clark.wa.gov (with a copy to solidwaste@clark.wa.gov), or mailed (postage prepaid and return receipt requested), addressed to the parties. All notices required or contemplated by this Contract shall be personally served or mailed (postage prepaid and return receipt requested), addressed to the parties as follows:

To County:
Grant and Contracts
Clark County Public Health
P.O. Box 9825
Vancouver, WA 98666-8825

With a copy to:
Solid Waste Operations
Clark County Public Health
P.O. Box 9825
Vancouver, WA 98666-8825

To Contractor:
Waste Connections of Washington, Inc.
9411 NE 94th Ave
Vancouver, WA 98682

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With a copy to:
Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Courtesy Notice:
Amanda Migchelbrink
Clark County Deputy Prosecuting Attorney
P.O. Box 5000
Vancouver, WA 98666-5000

The County or the Contractor may change its designated contact at any time by written or electronic notice. Any written notice under the Contract shall be deemed served when delivered in person to the person to whom it was intended, or if sent by registered mail, return receipt requested, when mailed to that person at the contact person's address. The date or time the relevant document was mailed to or personally delivered at the designated contact address.

6. General Terms

6.1. Collection Right

The Contractor shall be the exclusive provider with whom the County will Contract to collect all Yard Debris from Single-Family and Multifamily Residential Customers, within the scope of this Contract, placed in designated Containers and set out in the regular collection locations within the Service Area.

This Contract provision shall not apply to Yard Debris self-hauled by the generator; to Yard Debris generated and hauled by private landscaping services; to commercial open-market services; or to any other solid waste handling activities in the County that the Contractor is not expressly required to provide under this Contract.

Subject materials and service types in this Contract may be amended or renegotiated in good faith as required by the local, state or federal laws or ordinances.

6.2. Access to Records

The Contractor shall maintain in its local office full and complete operations and customer service records directly related to Contractor's provision of the services under this Contract that at all reasonable times shall be open for inspection and copying for any reasonable purpose by the County. In addition, the Contractor shall, during the Contract term and for at least three (3) years thereafter, maintain in an office in Clark County, Washington, with reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's work. Those Contractor's accounts shall include but shall not be limited to all records, invoices, and payments under the Contract. The County shall be allowed reasonable access to these records for audit and review purposes. Contractor shall have the right to withhold any proprietary information outside the scope of this contract from County review. The

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

Public Records Act. Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public to the Contractor, Contractor shall, within ten (10) business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.

6.3. Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding the proper method of doing the work required under this Contract; all conditions affecting the work to be done; the labor, equipment and materials needed thereon; and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself through its own investigation and research regarding all such conditions, that its decision to enter into the Contract is based upon such investigation and research, and that it shall make no claim against the County because of any estimates, statements or interpretations made by any officer or agent of the County which might be erroneous.

6.4. Insurance

6.4.1. General Requirements

Contractor at its own expense shall obtain and submit to the County a Certificate of Insurance evidencing general commercial liability (CGL) insurance coverage on an occurrence basis, including all of the coverages set forth below. All policies must have a Best's Rating of A-VII or better. This Certificate of Insurance shall be subject to approval by the County's Risk Manager as to company, terms and coverages. All insurance shall be written on an occurrence basis. Contractor is required to provide County a copy of CGL policy within thirty (30) days of execution of this Contract.

Such liability insurance must specifically name the County as an additional insured, as well as the Cities and Town who chose to sign onto the Contract through interlocal agreements such as the cities of Battle Ground and La Center and the Town Yacolt in accordance with the policy provisions of the General Liability policy, thereunder and must protect the County from Contractor's indemnification obligations as set forth in this Contract.

Contractor shall provide the County with thirty (30) calendar days' prior written notice of any cancellation, lapse, reduction, or modification of such insurance. Such notice shall be sent by mail to Clark County Public Health Grants and Contracts, Clark County, P.O. Box 9825, Vancouver, Washington 98666-8825 or by email to

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GCT@clark.wa.gov. Failure to maintain insurance in accordance with the terms and conditions of Contract is subject to the provisions of Section 4.2.

6.4.2. Coverages

Said insurance policy and/or an endorsement thereto, as evidenced by the Certificate of Insurance, must provide the following minimum coverages and limits and contain the following provisions:

- Premises/Operations Liability
- Products and Completed Operations Liability
- Contractual Liability
- Broad Form Property Damage Liability (including completed operations)
- Personal Injury (with no employee exclusion)
- Automobile Liability (including coverage for owned, non-owned, leased or hired vehicles)
- Pollution Liability

6.4.3. Minimum Limits

- $1,000,000 per occurrence/$2,000,000 aggregate, All Coverages
- $1,000,000 per occurrence, Owners and Contractors Protective Liability
- $1,000,000 per occurrence, Specifically applicable to Automobile Liability
- $1,000,000 per occurrence, Pollution Liability

Contractor may meet the above minimum requirements through its excess or umbrella coverage. Providing of coverage in this stated amount shall not be construed to relieve the Contractor from liability in excess of such limits. The County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and prudent, maintain greater limits.

6.4.4. Required Endorsements

The following language shall be in all applicable policies and on the Certificate of Insurance:

"The insurance company or companies designated on the front of this Certificate certifies that the policy or policies described include the minimum coverages and limits outlined in Section 6.4.3.

Endorsement for Additional Insured:

The Clark County, Washington is an additional insured for all coverages provided by this policy of insurance, and Cities and Town, who sign onto the Contract through interlocal agreements, such as the cities of Battle Ground and La Center and the Town of Yacolt are included with the policy provisions of the General Liability policy,

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in connection with Contractor's indemnification obligations or failure to perform any activity pursuant to the provisions of that Contract by and between the County and Awarded Contractor, entitled *Yard Debris Collection Contract*. The coverage shall contain no special limitations on the scope of protection afforded to the County/Cities/Town, its officials, employees, agents or volunteers.

6.4.5. Primary and Non-Contributory:

Contractor's insurance coverage shall be primary insurance as it relates to County, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

6.4.6. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.4.7. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

6.4.8. ACORD Form

If an "ACORD" form of Certificate of Insurance is provided to the County pursuant to this section, it must be modified in the following manner:

The following wording at the top of the ACORD Form shall be deleted in its entirety: "This Certificate is issued as a matter of information only and confers no right upon the certificate holder."

The wording at the bottom of the ACORD Form that states: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company," shall be changed to read: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

6.5. Performance Bond

The Contractor shall provide within forty-five (45) calendar days of the County Board of Commissioners' approval of the Contract, and maintain at all times, a valid Contractor's

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Performance and Payment Bond or bonds and the letter of credit in an annually renewable amount equal to 50% of the estimated annual revenues generated under the Contract. The security provided must be reasonably acceptable to the County. The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the County of its renewal, no less than sixty (60) calendar days before the expiration of the bond, letter of credit or other similar instrument then in effect. Failure to renew the bond, letter of credit, or other similar instrument per the terms of the Contract shall constitute a Default pursuant to Section 4.2.

6.6. Indemnification

6.6.1. The Contractor's Indemnification of the County

The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising out of the negligence or willful misconduct of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

The Contractor shall be liable for all fines or penalties imposed by any government agency for Contractor-caused violations of permits, licenses, certificates, laws or regulations; the County shall not be liable for and shall not reimburse the Contractor for any fine or penalty imposed. The Contractor reserves the right to contest any fine or penalty in administrative proceedings or in court prior to its payment.

6.6.2. Notice

In the event an action is brought for which indemnity may be sought, the indemnitee shall promptly notify indemnitor in writing. The indemnitor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the indemnitee, the indemnitor shall at its own cost and expense defend and provide qualified attorneys reasonably acceptable to the indemnitee under service contracts reasonably acceptable to the indemnitee to defend the indemnitee and its officers, employees, agents and representatives against any claim in any way connected with the events

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described herein. The indemnitee shall fully cooperate with the indemnitor in its defense of the indemnitee, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the indemnitee. The indemnitee may employ separate counsel and participate in the investigation and defense, but the indemnitee shall pay the fees and costs of that counsel unless the indemnitor has agreed otherwise. The indemnitor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the indemnitee employs separate counsel, the indemnitee shall assert all defenses and counterclaims reasonably available to it.

6.6.3. Applicability of RCW 4.24.115

If a court of competent jurisdiction determines that the Contract is subject to RCW 4.24.115, the obligation to indemnify for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from concurrent negligence shall be limited to the indemnitor's negligence.

6.6.4. Indemnification for Claims of Indemnitor's Employees

It is further specifically and expressly understood that the indemnification provided in this Contract extends to suits against the indemnitee for injuries sustained by any person directly or indirectly employed by the indemnitor. However, the indemnitee shall assert in any claim made by a person employed or retained by the indemnitor that the employee's remedy is limited to that provided under applicable workers' compensation statutes.

6.6.5. No Indemnity Waiver

The Contractor hereby expressly agrees that any immunity that may be granted to the Contractor under the Washington State Industrial Insurance Act, Title 51 RCW, as amended or recodified, shall not be construed by the Contractor as a release from its obligation to indemnify the County under this section. The parties do not under this section waive or surrender any indemnity available to them under any applicable federal, regional, state or local law. This section shall survive termination or expiration of the Contract.

6.7. Dispute Resolution

6.7.1. Dispute Resolution Process

All claims, disputes, and other matters in question between the County and the Contractor arising out of, or relating to, this Contract shall be resolved in accordance with the following procedure: (A) negotiation, followed by (B) mediation, followed by (C) referral to the Independent Panel, described below. The mediator shall meet with the parties until either (A) the dispute is resolved or (B) the mediator or any party decides that further meetings will not likely result in a resolution by agreement. All costs and expenses incurred at mediation shall be shared equally between the County and the Contractor.

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6.7.2. Independent Panel Establishment

The parties agree to establish, within fifteen (15) days after the conclusion of any mediation, a panel of impartial participants to arbitrate all disputes which the parties have been unable to resolve by negotiation and mediation ("Independent Panel"). The Independent Panel shall consist of three (3) members chosen by agreement of the County and the Contractor. Should the parties be unable to agree on all three, each party shall select one member, and those two members shall select the third member. The Independent Panel shall consist of persons with expertise and experience in the operation of private or public solid waste transfer systems. It is intended that the members of the Independent Panel shall have expertise regarding the subjects raised by the Dispute Notice. All costs and expenses incurred by the Independent Panel in the performance of its duties and responsibilities shall be shared equally between the County and the Contractor.

6.7.3. Independent Panel Arbitration

In the event the dispute is not resolved by mediation, the dispute may be referred to the Independent Panel for arbitration by its three (3) members. The Independent Panel shall set a hearing date at the earliest agreeable time. The Independent Panel shall conduct itself in accordance with the Federal Rules of Evidence and Rules of the American Arbitration Association. The Independent Panel shall render its decision regarding the dispute within thirty (30) days of the notice of referral, unless the Independent Panel shall determine that additional time is necessary. In all matters other than Major Disputes, the decision of the Independent Panel in the matter shall be final and binding on the parties, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The Independent Panel shall conduct itself in accordance with the Federal Rules of Evidence and Rules of the American Arbitration Association.

6.7.4. Major Disputes

The parties acknowledge that there may be certain disputes that are of sufficient magnitude or involve matters of sufficient public interest such that they should be resolved in the public forums provided by the state or courts of Clark County, Washington having appropriate jurisdiction ("Major Disputes"). The parties shall first attempt to resolve Major Disputes by negotiation and mediation unless the parties agree that the nature of the dispute or other matters justify direct access to the courts. Major Disputes shall include but are not limited to (a) those in which the actual amount in controversy exceeds two hundred fifty thousand dollars ($250,000), (b) disputes in which matters of public concern or interest (such as public health or safety) provide a reason for resolution of the dispute in a public forum, (c) disagreements arising from legal interpretation of this Contract or applicable laws, and (d) any alleged breach or violation of this Contract that may entitle the County to terminate this Contract. If there is a dispute regarding whether a dispute is a Major Dispute under this subparagraph, that matter shall be resolved

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by the Independent Panel.

6.8. Assignment of Contract/Approval of Subcontractors

Prior written consent is required from the County for the Contractor to enter into subcontracts or agreements for the performance of this Contract. If consent is provided by the County, the Contractor must provide a copy of the subcontract for approval prior to execution of a new subcontract. Within thirty (30) calendar days of the execution of this Contract, the Contractor shall submit to the County copies of existing subcontracts, if any, for items and services required under the Contract. All contracts or agreements entered into by the Contractor for the performance of this Contract with its subcontractors, officers, employees, agents, suppliers, sureties, lenders, lessors, and others for performance of the Contract shall include and be consistent with all terms and conditions of the Contract.

6.9. Washington Law to Govern

This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

6.10. Compliance with Law

The Contractor, its officers, employees, agents, and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the project, in performing its obligations under the Contract.

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

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, creed, religion, race, color, sex, national origin, or the presence of any sensory mental or physical handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor must comply with conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time to time. The

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Contractor must indemnify and hold harmless the County from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued thereunder. The Contractor shall also meet all applicable local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

6.10.1. Wage and Hour Compliance

Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

6.10.2. Social Security and Other Taxes

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefor, and meet all requirements hereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

6.11. Permits and Licenses

The Contractor and subcontractors shall secure a County business license as applicable and pay fees and taxes levied by the County. The Contractor shall have or shall obtain all permits and licenses necessary to provide the services herein at its sole expense.

The Contractor shall be solely responsible for all taxes, fees and charges incurred, excepting the County Administrative fee in Section 3.3, including but not limited to license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation and unemployment benefits.

6.12. Relationship of Parties

The Contractor is an independent contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the County.

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6.13. Force Majeure

Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. If a force majeure event persists for more than forty-five (45) consecutive days, either party may terminate this Contract without penalty.

6.14. Illegal Provisions

If any provision of the Contact shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

6.15. Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Exhibits A-E and other provisions expressly incorporated by reference, represent the entire agreement between the County and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties, and incorporated in the written amendments to the Contract.

6.16. The County's Power to Award Other Contracts

The County reserves the right to grant other contracts for the collection and disposal of other solid wastes, so long as those contracts do not conflict with the terms and provisions of this Contract.

6.17. Time of the Essence

Time limits stated in the Contract are of the essence. No waiver of the Contract time limits, or schedule dates is to be implied from either party's failure to object to untimely

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performance under the Contract. Any waiver of the time limits or schedules shall not be construed as a waiver of any future time limits or schedule.

6.18. Payment of Subcontractors and Agents

Unless a reasonable dispute exists concerning payment, the Contractor shall promptly pay all subcontractors, material suppliers or laborers engaged for purposes of the Contract in accordance with the contract or agreement between that person and the Contractor. The Contractor agrees promptly to remove, have removed or bond in accordance with Washington law, any liens or encumbrances that, because of any act or default of the Contractor, its officers, employees, agents, subcontractors, sub-subcontractors, material suppliers or facility owners, are filed against a facility or against any real or personal property required fully to perform the Contract. If the Contractor does not promptly pay all subcontractors, material men, suppliers, or laborers in accordance with this section, the Contractor agrees to defend, indemnify and hold the County harmless for any claims such subcontractors may bring against the County for such nonpayment.

6.19. Third-Party Beneficiaries

The Contract is entered into by the County in its governmental capacity and is not intended to nor does it create any third-party beneficiary or other rights in any private person.

6.20. Contract Documents

The contract documents included in this contract include:

Exhibits:
Exhibit A, Scope of Work
Exhibit B, Data Collection Reports
Exhibit C, IAF Calculation Reports
Exhibit D, Contractor's Proposal

Appendices:
A Service Area Map
B Implementation and Operations Plan
C Proposed Customer Charges
D Inflation Adjustment Calculator – Sample Calculation
E Truck Specifications
F Cart Specifications

If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

The Contractor's Proposal for RFP 899 is incorporated herein and shall be a part of this Contract. If there is a conflict or difference between the provisions of this Contract and other documents incorporated here by reference, the provisions of this Contract shall control.

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6.21. Fines; Penalties

The Contractor shall be liable for all fines or penalties imposed by any government agency for Contractor-caused violations of permits, licenses, certificates, laws or regulations; the County shall not be liable for and shall not reimburse the Contractor for any fine or penalty imposed. The Contractor reserves the right to contest any fine or penalty in administrative proceedings or in court prior to its payment.

6.22. Waivers

The County's or Contractor's failure to object to a breach of Contract provision is and shall not be construed as a waiver of those provisions. The payment or acceptance of compensation subsequent to any breach is not and shall not be construed as an acceptance of that breach. All waivers must be in writing and supported be considerations.

6.23. Dissolution of the County and Successor to the County

In the event that the County is dissolved or its solid waste functions and powers relative to the Contract taken from the County by legislative act, referendum of the people or by agreement, all of the duties, rights and remedies of the County under the Contract, including but not limited to all bonds, letters of credit, or similar instruments executed for the Contract shall remain in full force and effect and shall be transferred to either:

1) The successor to the County as specified by the legislative act or referendum by which the County is dissolved; or

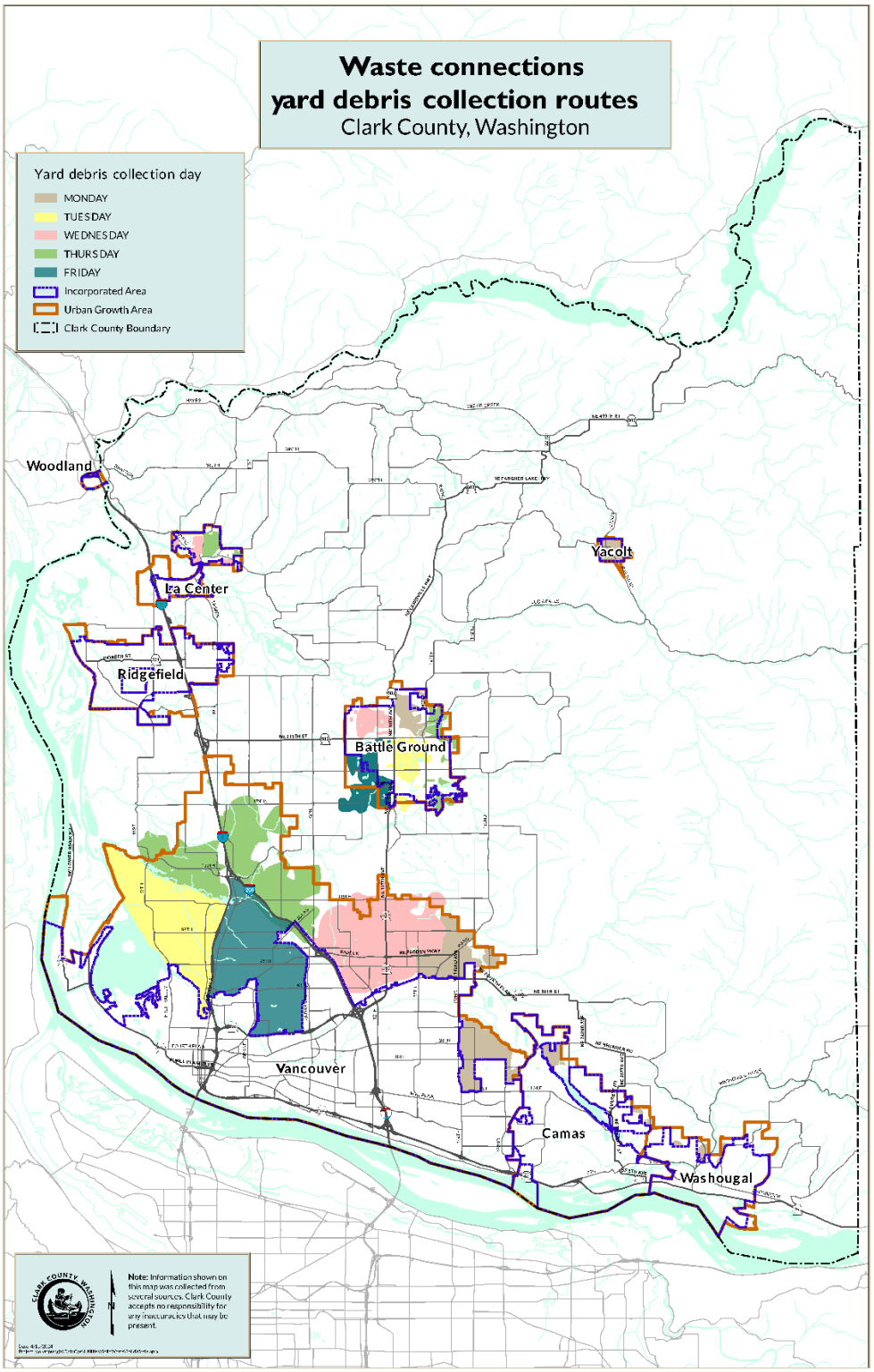
2) If no successor to the County is specified by the relevant legislation or referendum, the State of Washington; however, the Contractor may terminate its obligations under the Contract if the State of Washington does not agree to be bound by the provisions of the Contract.

6.24. Conflict of Interest

The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this Contract.

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Appendix A
Service Area Map



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Appendix B
Implementation and Operations Plan

Contractor is responsible for developing a written implementation and operations plan which includes timelines for procurement of carts, trucks, etc. within two months of contract commencement. Subject to change.

- **I. Transition**
  - a. Staffing levels
  - b. Financial requirements
    - i. Certificate of insurance
    - ii. Bond, letter of credit, or another similar instrument
- **II. Inclement Weather-Related Plan**
  - a. Emergency routes, sites, etc. for inclement weather events
  - b. Plans to notify County and coordinate decisions with other Haulers
  - c. Methods to notify customers
- **III. Pilot Program**
  - a. Budget
  - b. Program layout (education, collection, customer service)
- **IV. Contractor's Inventory**
  - a. Truck inventory
    - i. Timeline for procurement of new trucks
    - ii. Number of primary collection vehicles, back up collection vehicles
  - b. Cart inventory
    - i. Within six months, complete inventory of all contractor-supplied carts and assess conditions of carts.
    - ii. Timeline for repair/replace/procuring new carts after conditions assessment
    - iii. Determine number of carts in the field and in storage – by size, color, and procurement date, location
- **V. Customer Service**
  - a. Billing equipment/system
  - b. Customer service standards
  - c. Customer billing responsibilities
- **VI. Reporting**
  - a. Formatting, provide example layout
- **VII. Collection**
  - a. Indicate collection day of the week and routes a on map
- **VIII. Education and Outreach**
  - a. Program Implementation
    - i. Collection system, service levels, and rates
    - ii. Educational information
  - b. Annual Promotion and Outreach
    - i. Notice to the County for rate changes
    - ii. Notify the customers about rate modifications (if any)
    - iii. In the event service levels change – plan and timeline to inform customers
- **XI. Reload and Processing Facilities**
  - b. Address of location(s) and material processing type (compost, or hog fuel, etc.)

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Appendix C
Customer Charges

Yard Debris Service: Residential Single-Family and Multifamily Customers

Service	Initial Rates	Charge Frequency
Basic Subscription: Every-other-week Yard Debris Service with 96-gallon Cart	$ 8.25	Monthly
Annual Pre-Payment Rate, Per Cart	$ 96.17	Annual
Extra Unit: Each 32- gallon Equivalent (or Portions Thereof), Per Item, Per Pickup	$ 3.69	Each
Cart Rental for On-call Service	$ 1.92	Monthly
On-call Service of Rental Cart	$ 6.34	Per Pickup
Cart Replacement Fee	At-cost	Each
Cart Delivery, Initial	No charge	No Charge
Cart Delivery, Subsequent	$ 15.73	Each
Extra Fee for Non-curbside Service Drive-in	$ 4.15	Per Pickup
Service Restart Fee, Within One Year of Last Service	$ 11.45	Each
Return Trip Collection	$ 12.68	Each
Late Fee	1.0% of balance outstanding at 30 days past due date	

County-approved late payment and NSF check charges.
Vacation allowances are a minimum period of two weeks, maximum of three vacations per year.

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Appendix D
Inflation Adjustment Factor - Sample Calculation

The Inflation Adjustment Factor or IAF, used in the process of setting each year's price will be calculated using the following formula:

$$IAF = 1 + \{[(\frac{CPIy - CPIpy}{CPIpy}) \times 0.88] + [(\frac{EIAy - EIApy}{EIApy}) \times 0.12)]\} \times 0.80$$

The new price each year will then be calculated as the following:

$$Pn = (Ppy \times (1+IAF))$$

where Pn = new price; Ppy = prior year price;

where *CPIy* = the first-half annual (January 1st- June 30th) consumer price index or CPI, for urban wage earners and clerical workers for Seattle-Tacoma-Bellevue for the current year, or successor indices;

where *CPIpy* = the first-half annual (January 1st- June 30th) consumer price index or CPI, for urban wage earners and clerical workers for Seattle-Tacoma-Bellevue for the prior year, or successor indices;

where *EIAy* = the 12-month average (July 1st - June 30th) of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel ultra-low sulfur (0-15ppm) fuel, Index No. PADD5 measured from July of the prior year to June of the current year;

where *EIApy* = the 12-month average (July 1st - June 30th) of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel ultra-low sulfur (0-15ppm) fuel, Index No. PADD5 measured from July of two years prior to June of the prior year.

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Appendix E
Truck Specifications

The contractor is responsible for selecting and procuring new trucks. Used trucks may be utilized only during start up transition phase as approved by County. The contractor will provide the County with a timeline for delivery of new trucks. Trucks shall meet certain minimum specifications:

a. Contractor is required to procure and utilize fully automated trucks.

b. Collection trucks must be equipped with camera system that includes forward looking, back looking, and an interior view. System must include the ability to record and retain the video feed.

c. Collection trucks shall be compliant with State and Federal diesel emissions requirements.

d. Contractor is required to utilize trucks that have adequate capacity to store yard debris collected from of an average route.

e. The Contractor's equipment shall be of consistent colors and the paint shall be well maintained. The equipment may carry the Contractor's name, logo, address, and telephone numbers. Any additional advertisements or promotions may be used only if approved by the County in advance of their use. Distinctive signage identifying the truck as a yard debris collection vehicle will be approved by the County.

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Appendix F
Cart Specifications

An inventory of carts in service will be completed within six months of contract start date.

1. Contractor is to provide Yard Debris Customers with a 64-gallon or 96-gallon, nominal sized Cart as part of the basic service and yard debris brochure attached to the Cart.

2. Cart Label: Contractor shall affix durable Yard Debris labels with a County-approved logo to newly delivered Yard Debris Carts. The Contractor shall be responsible for ordering, assembling, providing, and affixing instruction decals, maintaining inventories, distributing, and maintaining Carts. Ownership of the Carts shall vest in or remain with the County upon the termination of the Contract.

3. Cart Color: The Cart colors in the previous Contract were Teal (PMS-327) with a black lid. Contractor will exhaust inventory of teal Yard Debris Carts. After the Contractor has exhausted the teal Carts, going forward the Contractor is to purchase only Green-colored Carts that are approved by the County.

4. Cart Materials Shall:
   a) Be made of High-Density Polyethylene (HDPE).
   b) Cart walls are constructed with a minimum wall thickness of 100 mils or 0.1 inches.
   c) Use UV stabilizers to prevent material breakdown and color fading.
   d) Consist of not less than thirty percent (30%) post-consumer plastic resins. Post consumer resins are defined as plastic products that have been used by consumers and have been recovered. This requirement does not include post-industrial resin sources. Post consumer resin content must be verified by receipts from plastic recycling and processing firms.
   e) Shall be made of seamless, molded plastic.
   g) Carts shall withstand temperature extremes of -25°F to 100°F throughout the warranty period.

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Waste Connections of Washington
Residential and Commercial Cart Customer Counts

January

Route	Type	Battle Ground	Camas	La Center	Ridgfield	Rural	UGA	Vancouver	Washougal	Yacolt	Total
801	Commercial Organics	8	7	2	4	7	34	115	4		181
	Drop Box		-	-	-	1	1	8	-	1	11
	Commercial Garbage	222	3	20	91	86	1,124	2,180	151		3,877
	% of Participation	3.6%	233.3%	10.0%	4.4%	9.3%	3.1%	5.6%	2.6%	0.0%	5.0%
	Residential Carts										

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Waste Connections
Yard Debris Collection Program
Monthly Statistical Summary
Contract Report: Clark County

Total County Yard Debris Customers and Tonnages

Customer/unit count	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	AVERAGE	TOTAL
SF EOW customers														
SF On-call customers														
MF units														
Total Customers														
Yard Debris Curbside Recycle Fee														

Drivebys/setouts														
On-call pick-ups														
Total drivebys														
Total setouts														
Customer setout rates (percentages)														

Tonnages														
Pounds per setout														
Pounds per customer														
Total tons collected														

County Yard Debris Customers and Tonnages by Source

Count	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	AVERAGE	TOTAL
Battle Ground & BG UGA (EOW)														
Battle Ground & BG UGA (On-call)														
La Center & LA UGA (EOW)														
La Center & LA UGA (On-call)														
Yacolt & YA UGA (EOW)														
Yacolt & YA UGA (On-call)														
UGA (EOW)														
UGA (On-call)														

Tonnages by source	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	AVERAGE	TOTAL
Battle Ground														
La Center														
Yacolt														
UGA														

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Waste Connections - Yard Debris
Monthly Statistical Summary for 2025
Contract Report: Clark County

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVERAGE
Drivebys	#VALUE!	-	-	-	-	-	-	-	-	-	-	-	#VALUE!
Tons	721												721
Customers	40,696	-	-	-	-	-	-	-	-	-	-	-	40,696
% Set Out	#VALUE!												#VALUE!
Lbs/Month	35.46												35.46

CLARK COUNTY - COUNTY - JANUARY							
ROUTE	Drivebys	Setouts	Tons	Customers	% Set Out Rate	Lbs. per Set Out	Lbs. per Customer
320	#VALUE!	#VALUE!	24.79	2,353	#VALUE!	#VALUE!	21.07
321	#VALUE!	#VALUE!	50.00	2,435	#VALUE!	#VALUE!	41.07
329	#VALUE!	#VALUE!	101.24	4,573	#VALUE!	#VALUE!	44.28
330	#VALUE!	#VALUE!	61.50	4,326	#VALUE!	#VALUE!	28.43
331	#VALUE!	#VALUE!	90.20	4,324	#VALUE!	#VALUE!	41.72
332	#VALUE!	#VALUE!	95.29	4,133	#VALUE!	#VALUE!	46.11
333	#VALUE!	#VALUE!	89.97	4,464	#VALUE!	#VALUE!	40.31
334	#VALUE!	#VALUE!	54.21	4,099	#VALUE!	#VALUE!	26.45
335	#VALUE!	#VALUE!	76.06	4,337	#VALUE!	#VALUE!	35.07
336	#VALUE!	#VALUE!	62.85	4,353	#VALUE!	#VALUE!	28.88
360	#VALUE!	#VALUE!	2.43	271	#VALUE!	#VALUE!	17.90
361	#VALUE!	#VALUE!	12.95	1,028	#VALUE!	#VALUE!	25.19
sub-total	#VALUE!	#VALUE!	721.48	40,696	#VALUE!	#VALUE!	35.46

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Waste Connections - Yard Debris
Driver tagged setouts

Route	YTD Collection Time	YTD Cart Placement	YTD Extras	YTD Unacceptable Material	YTD Head Clearance	YTD Other	January Collection Time	January Cart Placement	January Extras	January Unacceptable Material	January Head Clearance	January Other	January Total	February Collection Time	February Cart Placement	February Extras	February Unacceptable Material	February Head Clearance	February Other	February Total	March Collection Time	March Cart Placement	March Extras	March Unacceptable Material	March Head Clearance	March Other	March Total
329	1	1	1	13	-	5				2			2			1	1			2						1	1
330	-	-	10	14	-	6			1				1			1	2			3				1			1
331	-	-	8	13	-	22			2	3			5				1		1	2				6		1	7
332	-	-	9	9	-	20				1			1			3	4		1	8				1		2	3
333	1	1	54	27	-	17			1	33			35			1			1	2			1				1
334	-	-	32	17	2	15				8	1		9			3			2	5			3			4	7
335	-	-	19	29	1	8				4	3		7			9		1	4	14			2				2
336	3	-	16	33	-	8				5			5			7	3		1	11			3	1			4
Total YD	5	2	149	155	3	101	-	1	53	10	-	1	65	-	-	25	11	1	10	47	-	-	9	9	-	8	26

April Collection Time	April Cart Placement	April Extras	April Unacceptable Material	April Head Clearance	April Other	April Total	May Collection Time	May Cart Placement	May Extras	May Unacceptable Material	May Head Clearance	May Other	May Total	June Collection Time	June Cart Placement	June Extras	June Unacceptable Material	June Head Clearance	June Other	June Total
			1			1				2			2	1			2		1	4
			3		1	4				3		1	4						2	2
		2	2		1	5			1	1			2			1			6	7
		1	1		3	5			3			4	7			1	2		7	10
		1	5		4	10			7	3			10			7	4			11
		3	6	1	6	16			9	2			11			4	5		2	11
			2		1	3			1	3		3	7				8			8
			1			1	1			16		4	21	2			5		2	9
-	-	7	21	1	16	45	1	-	21	30	-	12	64	3	-	13	26	-	20	62

July Collection Time	July Cart Placement	July Extras	July Unacceptable Material	July Head Clearance	July Other	July Total	August Collection Time	August Cart Placement	August Extras	August Unacceptable Material	August Head Clearance	August Other	August Total	September Collection Time	September Cart Placement	September Extras	September Unacceptable Material	September Head Clearance	September Other	September Total
			1		1	2		1		4		2	7							-
		4	3			7			4	2		2	8							-
		1			9	10			1			4	5							-
					2	2			1			1	2							-
			9		3	12	1		4	6		8	19							-
		2	3		1	6					1		1							-
		1	12			13			2	1			3							-
		1	7		1	9							-							-
-	-	9	35	-	17	61	1	1	12	13	1	17	45	-	-	-	-	-	-	-

October Collection Time	October Cart Placement	October Extras	October Unacceptable Material	October Head Clearance	October Other	October Total	November Collection Time	November Cart Placement	November Extras	November Unacceptable Material	November Head Clearance	November Other	November Total	December Collection Time	December Cart Placement	December Extras	December Unacceptable Material	December Head Clearance	December Other	December Total
						-							-							-
						-							-							-
						-							-							-
						-							-							-
						-							-							-
						-							-							-
						-							-							-
						-							-							-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Docusign Envelope ID: 3116258F-2088-4D3F-9E30-67EC031FD199

Waste Connections - Yard Debris
Customer Service Reports

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	AVERAGE	TOTAL
Accounts														
Total new account sign ups														
Total accounts discontinuing service														
Number of unpaid accounts														

Docusign Envelope ID: 3116258F-2088-4D3F-9E30-67EC031FD199

Waste Connections - Yard Debris Cart Inventory

Cart Inventory (In-the-field) (2025)	64-gallon (Teal)	96-gallon (Teal)
Battle Ground & BG UGA		
La Center & LA UGA		
Yacolt & YA UGA		
UGA		
Multifamily units		
Total		

Cart Inventory Purchased	Procurement Year (2025)	Procurement Year (2026)	Procurement Year (2027)	Procurement Year (2028)	Procurement Year (2029)	Procurement Year (2030)
64-gallon (Teal)	0					
64-gallon (Green)	0					
96-gallon (Teal)	0					
96-gallon (Green)	0					

Docusign Envelope ID: 3116258F-2088-4D3F-9E30-67EC031FD199

Waste Connections - Yard Debris Truck Inventory

Truck Number	VIN	Chassis Type	Body type	Truck year

Docusign Envelope ID: 3116258F-2088-4D3F-9E30-67EC031FD199

Exhibit C

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

Original Data Value

Series Id: CWURS49DSA0,CWUSS49DSA0
Not Seasonally Adjusted
Series Title: All items in Seattle-Tacoma-Bellevue, WA, urban wage earners and clerical
Area: Seattle-Tacoma-Bellevue WA
Item: All items
Base Period: 1982-84=100
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014		239.607		243.690		244.293		244.471		244.289		240.726	242.732	242.006	243.458
2015		240.735		243.165		246.925		247.500		246.307		246.146	244.933	243.104	246.761
2016		246.464		249.396		251.848		252.393		252.639		252.286	250.523	248.769	252.277
2017		255.471		257.648		259.487		259.528		261.218		262.485	258.847	256.646	261.049
2018		264.477		266.720		268.957		267.757		269.719		269.470	267.550	265.898	269.203
2019		271.039		272.393		273.488		274.520		274.358		274.954	273.272	271.825	274.720
2020		278.081		276.427		276.244		281.131		280.152		279.308	278.476	277.012	279.941
2021		282.795		286.700		293.607		295.410		297.873		301.139	291.704	286.125	297.283
2022		305.702		310.928		321.626		322.664		325.897		324.906	317.403	310.691	324.114
2023		328.615		332.082		336.135		339.034		340.263		338.852	334.911	331.032	338.790
2024		342.387		347.039		348.323								344.895	

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Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5

West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) (eia.gov)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007		2.782	2.815	2.942	2.936	2.962	3.032	3.02	3.008	3.251	3.577	3.461
2008	3.391	3.442	3.955	4.208	4.574	4.854	4.86	4.462	4.074	3.538	2.839	2.37
2009	2.327	2.285	2.17	2.325	2.345	2.635	2.647	2.741	2.783	2.801	2.902	2.852
2010	2.935	2.875	3.004	3.179	3.179	3.076	3.059	3.108	3.112	3.224	3.292	3.363
2011	3.492	3.731	4.099	4.285	4.249	4.134	4.012	3.915	3.975	4.001	4.153	4.034
2012	4.022	4.162	4.414	4.379	4.247	3.958	3.837	4.18	4.392	4.29	4.123	4.023
2013	4.007	4.258	4.193	4.048	3.972	3.958	3.997	4.057	4.119	4.046	3.975	3.997
2014	3.994	4.007	4.02	4.012	4.034	4.027	4.041	4.014	4.004	3.865	3.764	3.471
2015	3.075	2.968	3.041	2.956	3.147	3.11	3.017	2.815	2.721	2.708	2.677	2.535
2016	2.394	2.215	2.283	2.357	2.55	2.703	2.692	2.618	2.656	2.725	2.745	2.784
2017	2.853	2.87	2.843	2.863	2.841	2.795	2.781	2.88	3.088	3.099	3.37	3.339
2018	3.397	3.422	3.4	3.565	3.736	3.76	3.735	3.714	3.751	3.853	3.787	3.62
2019	3.478	3.455	3.508	3.642	3.783	3.693	3.619	3.576	3.594	3.674	3.745	3.637
2020	3.587	3.481	3.304	3.007	2.897	2.928	2.956	2.96	2.947	2.926	2.979	3.082
2021	3.147	3.304	3.622	3.648	3.721	3.809	3.916	4.004	4.024	4.177	4.398	4.392
2022	4.454	4.666	5.733	5.807	6.076	6.465	6.193	5.648	5.633	5.838	5.736	5.249
2023	5.085	5.006	4.865	4.702	4.605	4.435	4.529	5.11	5.577	5.528	5.116	4.755
2024	4.555	4.672	4.652	4.672	4.519	4.411	4.423	4.308				

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Yard Debris Inflation Adjustment Factor Calculator

Block 1

West Coast PADD 5	Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Average
12-month average (July of the Prior Year to June of the **Current Year**)														#DIV/0!
12-month average (July of **two years Prior** to June of the Prior Year)														#DIV/0!
														#DIV/0!

Block 2

Consumer Price Index Seattle-Tacoma-Bellevue	Year					
First-half annual (Jan 1st-June 30th) **Current Year**						
First-half annual (Jan 1st-June 30th) **Prior Year**						#DIV/0!

Block 3

Blended						IAF
		Fuel	0.12	#DIV/0!		#DIV/0!
		CPI	0.88	#DIV/0!		#DIV/0!
						#DIV/0!
		IAF	0.8			#DIV/0!

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Summary	
PADD 5	West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the 12 months covering YEAR to YEAR **increased or decreased by X%** (from XX to XX).
CPI	Bureau of Labor Statistics published for the first half of YEAR indicates the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) **increased or decreased by X%** percent compared to the first half of YEAR (from XX to XX).
Findings:	The county concurs with WCW's YEAR CPI and PADD 5 Diesel indices adjustment and the basic collection rates will **increase or decrease by X% effective January 1, YEAR** for the Yard Debris Collection Contract.
	*Based on the Contract that allows the CPI and PADD 5 Diesel indices to have weights of 88% and 12% respectively, and an 80% of the percentage change in the weighted averages of the two indices. *Adjustments to Contractor rates shall be made in units of $0.01, rounded to the nearest whole cent.

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Yard Debris Collection Rates		
Service	**(YEAR) Rates**	**Charge Frequency**
Basic Subscription: Every-other-week Yard Debris Service with 96-gallon Cart	$ -	Monthly
Annual Pre-Payment Rate, Per Cart	$ -	Annual
Extra Unit: Each 32- gallon equivalents (or portions thereof) Per Item, Per Pickup	$ -	Each
Cart Rental for On-call service	$ -	Monthly
On-call Service of Rental Cart	$ -	Per Pickup
Cart Replacement Fee	At-cost	Each
Cart Delivery, Intital	No Charge	No Charge
Cart Delivery, Subsequent	$ -	Each
Extra Fee for Non-Curbside Service Per Pickup	$ -	Per Pickup
Service restart fee, within one year of last service	$ -	Each
Return Trip Collection Fee	$ -	Each
Late fee	1.0% of balance outstanding at 30 days past due date	

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Section 4.2 Non-performance fees table **2026**

	Action or Omission	Non-performance Fees	IAF	New Fees
1	Collection outside the days and times specified in this Contract except as expressly otherwise permitted.	One hundred and fifty dollars ($150) per incident (each truck on each route is a separate incident).		
2	Repeated complaints on a route after notification including, but not limited to, not replacing Cans or Carts in designated locations, spilling, not closing gates, not closing lids, crossing planted areas, or similar violations.	Seventy dollars ($70) first incident and one hundred and fifty dollars ($150) for each subsequent incident to a maximum of $1,400 per truck per day.		
3	Failure to make up missed collections or materials within Contract specifications. This excludes collections prevented by inclement weather, inaccessible Containers, or Containers that contain Unacceptable Materials, but does includes the recovery collection of materials.	Seventy dollars ($70) first incident and one hundred and fifty dollars ($150) for each subsequent incident to a maximum of $1,400 per truck per day.		
4	Missed collection of entire block segment of Single-Family Residences. This excludes collections prevented by inclement weather, inaccessible Containers, or Containers that contain Unacceptable Materials, but does includes the recovery collection of materials.	Three hundred dollars and fifty dollars ($350) per block segment if collection is performed the following operating day; One thousand and four hundred dollars ($1,400) per block segment if not collected the following operating day.		
5	Failure to replace or repair a damaged Cart within three (3) business days of notification by the County or Customer, or even seven (7) business days if Degradable Bags were supplied to Customer.	Thirty-five dollars ($35) per Cart, per day.		
6	Failure to maintain Contract-compliant Carts.	Thirty-five dollars ($35) per Cart, per day.		

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7	Failure to deliver Carts to Customers within Contract specifications.	Thirty-five dollars ($35) per Cart, per day.
8	Failure properly to clean-up or collect leaked or spilled materials and/or failure to promptly notify the County within three (3) hours of spilled materials.	The cost of cleanup to the County plus seventy dollars ($70) each incident.
9	Observed leakage or spillage by the County from Contractor vehicles or of vehicle contents.	The cost of cleanup to the County plus seventy dollars ($70) each incident.
10	Failure to provide required promotion, education, and outreach.	One hundred and fifty dollars ($150) per incident.
11	Failure to have a Contract-compliant website including correct rates for all Customer sectors and service levels.	One hundred and fifty dollars ($150) per day, with no maximum.
12	After County notification, failure to properly identify service territories that result in a denial of service or a misapplied rate to Customers within the service areas.	Three hundred and fifty dollars ($350) per Customer, per month of denied service; Damages may also be assessed to compensate Customers for any loss through a misapplied rate that result, from failure to properly identify service areas.
13	Material misrepresentation or omission by Contractor in records or reporting.	One thousand and four hundred dollars ($1,400) per incident, or per day for failure to perform.
14	Failure to provide required reports to the County on time.	Two hundred and fifty dollars ($250) per incident. One thousand and four hundred dollars ($1,400) per incident if due date exceeded by thirty (30) days.
15	Failure to provide rate adjustment statement to the County on time.	Two hundred and fifty dollars ($250) per day past the deadline.
16	Failure to maintain Contract-compliant vehicles and facilities.	Thirty-five dollars ($35) per vehicle and/or facility, up to a maximum of $140 per inspection.
17	Use of vehicles for non-Contract work without prior notice to the County.	Seven hundred dollars ($700) per vehicle, per incident.

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18	Landfilling or incineration of uncontaminated Yard Debris without the express prior written permission of the County.	One thousand and four hundred dollars ($1,400) per vehicle, per incident.
19	Delivery of Yard Debris to a Processor not approved by the County.	One thousand and four hundred dollars ($1,400) per vehicle, per incident.
20	Failure to fulfill Contract requirements not otherwise addressed.	One hundred dollars ($100) per incident, not to exceed one thousand dollars ($1,000) per year.

docusign

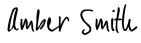
Certificate Of Completion

Envelope Id: 0B70C8B8-97A2-48F0-B4BD-A15AB6C26BF2
Status: Completed
Subject: Docusign: CCPH Waste Connections Yard Debris HDC.2511
Source Envelope:
Document Pages: 81
Signatures: 3
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Rebecca Addington
1300 Franklin St
Vancouver, WA 98660
rebecca.addington@clark.wa.gov
IP Address: 64.4.184.5

Record Tracking

Status: Original
4/11/2025 2:20:45 PM
Holder: Rebecca Addington
rebecca.addington@clark.wa.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Amber Smith Amber.Smith@clark.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 4/11/2025 3:06:29 PM Viewed: 4/11/2025 3:07:00 PM Signed: 4/11/2025 3:27:53 PM
Electronic Record and Signature Disclosure: Accepted: 4/11/2025 3:07:00 PM ID: 5665a4c3-eef9-42c5-8e68-e972630388b8		
Dan Schooler dan.schooler@wasteconnections.com Region Vice President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.190.198.1	Sent: 4/11/2025 3:27:57 PM Viewed: 4/11/2025 6:03:27 PM Signed: 4/21/2025 11:29:03 AM
Electronic Record and Signature Disclosure: Accepted: 4/11/2025 6:03:27 PM ID: 50e1a2f9-e176-4821-96e6-605e0504343e		
Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 4/21/2025 11:29:08 AM Viewed: 4/21/2025 11:45:44 AM Signed: 4/21/2025 11:45:53 AM
Electronic Record and Signature Disclosure: Accepted: 4/21/2025 11:45:44 AM ID: 22b5e0b1-97d6-4275-a40d-4d3639a059c4		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Derek Ranta derek.ranta@wasteconnections.com District Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/20/2022 11:06:35 AM ID: 985ed9bd-f67a-475c-b70a-8779243ed54e	COPIED	Sent: 4/21/2025 11:45:57 AM
GCT gct@clark.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/21/2025 11:45:57 AM
Gerry Preston Gerry.Preston@clark.wa.gov Director of Environmental Public Health Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/31/2025 7:57:42 AM ID: 2af90330-cde7-44c2-9cbe-3c73700a2496	COPIED	Sent: 4/21/2025 11:45:57 AM
Jeff Harbison Jeff.Harbison@clark.wa.gov (564) 397-8475 Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/17/2017 1:59:43 PM ID: c6b22f8b-5a80-40f6-b4c8-2d833922a3f9	COPIED	Sent: 4/21/2025 11:45:57 AM
Joelle Loescher joelle.loescher@clark.wa.gov Solid Waste Operations Program Manager Clark County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/21/2025 11:45:57 AM
Tatum Flowers tatum.flowers@clark.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/21/2025 11:45:57 AM Viewed: 4/21/2025 1:05:33 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2025 3:06:30 PM
Certified Delivered	Security Checked	4/21/2025 11:45:44 AM
Signing Complete	Security Checked	4/21/2025 11:45:53 AM
Completed	Security Checked	4/21/2025 11:45:57 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 3116258F-2088-4D3F-9E30-67EC031FD199

Electronic Record and Signature Disclosure

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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electronically from us.

How to contact Clark County, WA:

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To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

Certificate Of Completion

Envelope Id: 3116258F-2088-4D3F-9E30-67EC031FD199
Status: Completed
Subject: Complete with Docusign: Yard Debris Contract Interlocal Agreement Battle Ground
Source Envelope:
Document Pages: 94
Signatures: 5
Envelope Originator:
Certificate Pages: 6
Initials: 0
Amanda Zodrow
AutoNav: Enabled
1300 Franklin St
EnvelopeId Stamping: Enabled
Vancouver, WA 98660
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
amanda.zodrow@clark.wa.gov
IP Address: 64.4.181.103

Record Tracking

Status: Original
Holder: Amanda Zodrow
Location: DocuSign
5/21/2025 11:46:35 AM
amanda.zodrow@clark.wa.gov

Signer Events	Signature	Timestamp
Kristina Swanson Kris.Swanson@cityofbg.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.234.94.206	Sent: 5/21/2025 12:03:30 PM Viewed: 5/27/2025 8:47:14 AM Signed: 5/27/2025 8:47:34 AM
Electronic Record and Signature Disclosure: Accepted: 5/27/2025 8:47:14 AM ID: 29345555-b192-4258-b61b-51f379f7f1ef		
Kirk Ehlis kehlis@mjbe.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 68.116.68.118	Sent: 6/2/2025 9:50:45 AM Resent: 6/2/2025 11:25:13 AM Resent: 6/4/2025 1:13:22 PM Viewed: 6/4/2025 1:37:17 PM Signed: 6/4/2025 1:37:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2025 1:37:17 PM ID: b02b44bf-a444-4837-b827-9d56b3755b60		
Elizabeth Halili Elizabeth.Halili@cityofbg.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.234.94.206	Sent: 5/27/2025 8:47:35 AM Resent: 6/4/2025 1:37:50 PM Viewed: 6/4/2025 1:38:48 PM Signed: 6/4/2025 1:39:00 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2025 1:38:48 PM ID: ee82fd29-b216-4713-b5de-08beb70e0ae1		
Amber Smith Amber.Smith@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 6/4/2025 1:39:02 PM Viewed: 6/4/2025 1:45:11 PM Signed: 6/4/2025 1:45:35 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2025 1:45:11 PM ID: 2bf1a4fb-be95-4d73-bbef-3ab51b4576ad		

Signer Events	Signature	Timestamp
Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 6/4/2025 1:45:37 PM Resent: 6/6/2025 8:26:53 AM Resent: 6/10/2025 2:17:29 PM Viewed: 6/10/2025 3:46:58 PM Signed: 6/10/2025 3:47:13 PM
Electronic Record and Signature Disclosure: Accepted: 6/10/2025 3:46:58 PM ID: fbbda10a-f3cd-4e40-aa65-6d247ade241d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mark Herceg mark.herceg@cityofbg.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/27/2022 11:17:57 AM ID: e5048fc9-7a38-46f3-8511-62815cfe3ac0	COPIED	Sent: 6/10/2025 3:47:16 PM
Meagan Lowery meagan.lowery@cityofbg.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/10/2025 3:47:16 PM
Tatum Flowers Tatum.Flowers@clark.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/22/2025 7:55:12 AM ID: 58b636ca-85c2-45cf-96a0-6334ffe2b9d2	COPIED	Sent: 6/10/2025 3:47:16 PM Viewed: 6/10/2025 3:48:19 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2025 12:03:31 PM
Envelope Updated	Security Checked	6/2/2025 9:50:44 AM
Envelope Updated	Security Checked	6/2/2025 9:50:44 AM
Envelope Updated	Security Checked	6/2/2025 11:25:13 AM
Certified Delivered	Security Checked	6/10/2025 3:46:58 PM
Signing Complete	Security Checked	6/10/2025 3:47:13 PM
Completed	Security Checked	6/10/2025 3:47:16 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

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To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Acknowledging your access and consent to receive materials electronically

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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