

**CONTRACT NO. KC-220-23
AGREEMENT**

**REGARDING MUNICIPAL SOLID WASTE HAULING SERVICES FOR HANSVILLE,
OLALLA, AND SILVERDALE RECYCLING AND GARBAGE FACILITIES**

This Agreement (“Agreement”) is made and entered into this 1st day of January, 2024, by and between KITSAP COUNTY, a political subdivision of the State of Washington (“County”), and WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (“Contractor”), collectively the “Parties,” for the purpose of providing hauling services for Municipal Solid Waste (“MSW”) from the Hansville, Olalla, and Silverdale Recycling and Garbage Facilities (“RAGFs”). In consideration of the mutual benefits and covenants contained herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings when they are used with capitalization. Further, unless otherwise specified in this Agreement, words describing material or work that have a well-known technical or trade meanings shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers, and trades.

Agreement means this Agreement for hauling services that may be amended, modified, or supplemented from time to time in writing by mutual agreement of the Parties.

Applicable Law means all federal, state, regional or local statutes, rules, codes, regulations, resolutions, and ordinances that apply to the RAGFs or any of the Contractor’s obligations under this Agreement.

Business Day means Monday through Friday, from 8:00 A.M., Pacific Time to 5:00 P.M., Pacific Time, and excludes Saturday, Sunday, and Washington State legal holidays.

Commencement Date means the effective date of this Agreement.

Contractor means Waste Management of Washington, Inc., its employees, officers, representatives, agents, successors, and assigns.

County means Kitsap County, a political subdivision of the State of Washington.

Dispute means any controversy or difference between the Parties hereto arising out of or in connection with or concerning the meaning, application, performance, or breach of this Agreement.

Dispute Notice means a written notice given by one Party to the other pursuant to the provisions of Article 8 hereof or pursuant to any other provision of this Agreement which sets forth procedures for initiating the resolution of any Dispute.

Drop Box means a detachable receptacle used to provide solid waste collection service by the receptacle being placed on the Contractor’s vehicle by mechanical means and transported to Olympic View Transfer Station (OVTS). Under this Agreement, the Drop Box must have a solid lid and be fifty (50) cubic yards in size.

Limitations of Service means those missed service events due to conditions or situations that are covered by WUTC Tariff Item 30.

Moderate Risk Waste means moderate risk waste as defined in Revised Code of Washington (RCW) 70A.300.010(13), as it may be amended from time to time.

Municipal Solid Waste (MSW) shall have the meaning set forth in Washington Administrative Code (WAC) 173-350-100 but excludes Special Waste and Moderate Risk Waste.

Person means any natural person, partnership, joint venture, limited liability company, corporation or other entity or organization, public or private, and any unit of government or agency thereof.

Recycling and Garbage Facility (RAGF) means a solid waste and recycling convenience center. Within this Agreement, the term refers to Recycling and Garbage Facilities located in Hansville, Olalla, and Silverdale.

Service Fee means the monthly aggregate fee the County pays the Contractor for performance of its obligations under this Agreement.

Special Waste means tires, appliances, medical waste, sharps, biosolids, creosote treated railroad ties, asbestos, contaminated soils, and any other waste that, in the County's determination, requires special handling.

Term means the duration of the Agreement, beginning on the Commencement Date.

Transport or Transportation means, but is not limited to, the hauling and transportation of Drop Boxes to and from the RAGFs.

Uncontrollable Circumstance means any act, event, or condition that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a Party to this Agreement, or a material adverse effect on RAGF hauling, if that act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of that party under this Agreement.

(A) Those acts, events or conditions are the following to the extent they directly affect the ability of the Contractor to perform its obligations under this Agreement and could not have been prevented or avoided by that party through the exercise of due diligence:

- i) An act of God, including, but not limited to, hurricanes, tornadoes, landslide, lightning, earthquake, volcano eruption, extreme flooding substantially in excess of flooding that typically occurs in the County annually, or other extreme and atypical weather condition;
- ii) Nuclear radiation, fire, or explosion; or
- iii) An act of terrorism, war, insurrection, riot, general arrest, or restraint of government and people, civil disturbance or similar occurrence.

(B) It is expressly understood and agreed that, notwithstanding any other provision of this Agreement, the following events or conditions, in and of themselves, shall not constitute an Uncontrollable Circumstance, though they may, if applicable, constitute a Limitation of Service:

- i) adverse changes in the financial ability of any party to this Agreement to perform its obligations under this Agreement;

- ii) the consequences of errors in operations or maintenance errors on the part of the Contractor or any of its employees, agents, or affiliates;
- iii) the failure of any technology to perform;
- iv) with respect to the County, a change in law initiated by the County, except as expressly mandated by state or federal law;
- v) typical ice, snow, and flood conditions, including those resulting in road restrictions.

Washington Utility and Transportation Commission (WUTC) is the state commission that regulates the rates and services of certain utility and transportation companies, including solid waste carriers such as the Contractor.

WUTC Tariff means the current version of Tariff No. 20 issued by WUTC to the Contractor doing business as Brem-Air Disposal under Certificate G-237, including any revisions or amendments thereto.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Amendment

Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by a writing signed by the authorized representatives of the parties.

Section 2.2 Article, Section and Subsection References

Any articles, sections or subsections mentioned in this Agreement by number only (without reference to another document) refer to those articles, sections or subsections contained in this Agreement.

Section 2.3 Binding Effect

This Agreement shall bind and inure to the benefit of the successors or assigns hereto, whether by merger, consolidation, transfer of assets or transfer of ownership of the Contractor.

Section 2.4 Complete Agreement

This Agreement shall constitute the entire and complete agreement and final expression of the Parties with respect to the subject of this Agreement. This Agreement supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments, and representations, whether oral or written. In the event of any conflict between or among the documents constituting this Agreement, the language and provisions set forth in the Agreement shall prevail.

Section 2.5 Compliance with Law

The Contractor and the services provided by the Contractor under this Agreement shall comply with all Applicable Laws and standards in effect at any given time regardless as to whether such Applicable Laws and standards are referred to by the County unless those requirements cannot be met or complied with as a result of County Fault or Uncontrollable Circumstances.

Section 2.6 Construction of Terms

Unless otherwise specified in the Agreement, the WUTC Tariff or defined under Applicable Law governing the WUTC Tariff, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers, and trades. The captions throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify the construction or meaning of this Agreement. All parties hereto have been represented by legal counsel and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

Section 2.7 Contracts or Approvals

Except as otherwise expressly provided herein, in any instance in which the consent or approval of the County or the Contractor is required hereunder, or under any agreements in connection with any transaction contemplated hereby, such consent or approval shall not be unreasonably withheld or delayed.

Section 2.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same agreement.

Section 2.9 Discrimination

The Contractor and its personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990 in the performance of the Agreement.

Section 2.10 Governing Law; Venue

This Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions, including but not limited to Chapter 81.77 RCW and Chapter 480-70 WAC. If any term of this Agreement conflicts with an applicable requirement in the WUTC Tariff, including any revisions or amendments thereto, the terms and conditions of the WUTC Tariff shall prevail. For the duration of the Agreement, the Contractor must hold the WUTC Tariff for unincorporated Kitsap County.

Section 2.11 Independent Contractor

Each Party under the Agreement shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its personnel. Neither the Contractor nor its personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. The Contractor and its personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its personnel shall be responsible for payment of all its employee's insurance, taxes, and benefits.

Section 2.12 Limitation on Liability of the County

Obligations of the County under this Agreement are limited obligations payable solely from such amounts as may lawfully be paid by the County for services of the type required to be rendered by the Contractor under this Agreement. Execution and delivery of this Agreement by the County is not intended to and shall not impose any personal liability on any public official, officers, employees, or agents of the County. No recourse shall be had by the Contractor for any claims based on this Agreement against any public official, officer, employee, or other agent of the County in his or her individual capacity. All such liability, if any, is expressly waived by the Contractor by the Contractor's execution of this Agreement.

Section 2.13 No Third-Party Beneficiaries

This Agreement 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 Person.

Section 2.14 No Waiver

Either party's failure to insist upon the strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Agreement unless expressly so agreed in writing by an authorized representative.

Section 2.15 Notices

Except for any and all notices governed by the WUTC Tariff or by Chapter 480-70 WAC, any and all notices, demands and other communications required by the Agreement will be effective if personally served upon the other party representative or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's representative identified in Section 2.17 at the address therein, or if emailed (with read receipt) to the other Party's representative identified in Section 2.17 at the email address provided to the other Party's representative. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by email, service will be effective upon confirmation of receipt or three (3) days after mailing the original by registered or certified mail, whichever is earlier.

For notices required to be given within forty-eight (48) hours, notice must be given in person or by telephone (in person, not by voicemail) with email to follow the same day. Notice will be effective upon personal communication or confirmation email received.

Section 2.16 Public Records

The Parties agree that the Agreement and all records associated with the Agreement that are in the possession of the County are public records and available for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). The County's sole obligation to the Contractor for these records is to make a reasonable effort to notify the Contractor of the request and the date that such records will be released prior to producing any record that the Contractor has clearly marked as confidential. It shall be the responsibility of the Contractor to protect its interest in the records requested by filing an injunction or other proceeding prior to the release date pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The Parties further agree that records associated with this Agreement that are in the possession of the Contractor may be public records subject to the Act. If the County receives a request that the County determines includes a request for public records that are or would be held by the Contractor, the County will promptly notify the Contractor and the Parties will confer about the existence of such records and the proposed production date within two (2) business days. All records the Parties agree are responsive and producible under the Act shall be promptly provided to the County at no cost to the County. For all responsive records that the Contractor determines to be confidential or otherwise exempt from disclosure under the Act, the Contractor shall timely file an injunction or other proceeding pursuant to RCW 42.56.540 or be responsible for penalties for the failure to do so.

The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act and the County will not be liable to the Contractor for releasing records pursuant to the Act. The County will give its assistance to the Contractor as the County determines to be in the County's and the public's best interest.

Section 2.17 Representatives

- (A) Unless the Contractor notifies the County otherwise in writing, and as otherwise limited by law, the Contractor's authorized representative(s), set forth below, shall be the Contractor's agent and shall represent the Contractor for all purposes of this Agreement.

The Contractor Representative is: Area Director of Public Sector Solutions, 720 4th Avenue, Suite 400, Kirkland, Washington 98033.

- (B) Unless the County notifies the Contractor otherwise in writing, and as otherwise limited by law, the County's authorized representative(s) shall represent the County for all purposes of this Agreement. All written or oral directions, instructions or notices given by the Contractor to the County's authorized representative(s), set forth below, and related to the subject matter of this Agreement shall be considered to have been made to the County.

• The County Representative is: Solid Waste Division Transfer Systems Program Supervisor, Mailing Address: 614 Division Street, MS-27, Port Orchard, Washington 98366, Physical Address: 8600 SW Imperial Way, Bremerton, Washington 98312.

- (C) Change in Representation. The Parties shall notify each other in writing at least fifteen (15) days prior to any change in the representative designations.

Section 2.18 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, or unenforceable, in part or in whole, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

Section 2.19 Sole Source Supplier

As set forth in Attachment A, the Contractor is the certificated hauler for MSW in unincorporated Kitsap County and the County is required by state statute to use the Contractor for MSW hauling services from the County's RAGFs. Rates are set by WUTC and service levels are set by County ordinance.

Section 2.20 Survival

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

Section 2.21 Time is of the Essence

Time is of the essence in this Agreement. The Contractor agrees to take all necessary actions and precautions to work promptly and fully complete the work within the limits as described herein. Time is of the essence with respect to all obligations under this Agreement. The County's failure to object to timely performance or the continued payment of compensation is not and shall not be construed as a waiver of this provision.

ARTICLE 3 TERM

The Commencement Date shall be January 1, 2024 and, unless sooner terminated as provided herein, shall extend for a period of ten (10) years, expiring on December 31, 2034. The Parties acknowledge and agree that the termination of this Agreement does not terminate or otherwise affect the Contractor's G-certificate, the WUTC Tariff or its rights and obligations thereunder.

ARTICLE 4 HAULING SERVICES

Section 4.1 Services

The Contractor shall haul or arrange for the hauling of all MSW from the facilities below, to OVTS, located at 9380 SW Barney White Road, Bremerton, Washington 98312. The County shall advise the Contractor of the need for hauling service(s). The Contractor shall provide the requested hauling service(s) within twenty-four (24) hours of notification.

- Hansville RAGF, located at 7791 NE Ecology Road, Kingston, Washington 98346
- Olalla RAGF, located at 2850 SE Burley-Olalla Road, Olalla, Washington 98367
- Silverdale RAGF, located at 8843 NW Dickey Road, Silverdale, Washington 98383

The Contractor is not required to pay OVTS fees for MSW hauled under this Agreement.

Any delay in service that does not qualify as an Uncontrollable Circumstance or Limitations of Service shall comply with Section 12.3.

Section 4.2 Performance Standards

The Contractor shall supply all personnel, tools, equipment, and materials required to perform all services under this Agreement, except for Drop Boxes made available for the County's rental pursuant to this Agreement. The Contractor shall perform all services pursuant to this Section in a professional and workmanlike manner and in compliance with all Applicable Laws, ordinances, rules, regulations and permits.

Section 4.3 MSW Handling

Upon collection from each RAGF, title to MSW passes to the Contractor. The Contractor shall have the sole and exclusive responsibility and liability for the care, custody, and control of the MSW at all times during the Contractor's performance of services pursuant to this Agreement.

ARTICLE 5 CONTRACTOR RESPONSIBILITIES

Section 5.1 Drop Box Requirements

- (A) The Contractor will supply and maintain at all times throughout the Term of this Agreement a sufficient number of roll off Drop Boxes to each RAGF to accommodate the receiving and hauling of MSW to OVTS.
- (B) All Drop Boxes must be always in good working condition to ensure the safety of employees and customers.
- (C) Drop Box requirements are described below:
- Drop Boxes must have a capacity of no less than fifty (50) cubic yards.
 - Drop Boxes shall be constructed to prevent leakage of solid or liquid waste during storage and Transport and must be coated in a uniform color.
 - Drop Boxes shall be properly maintained, operationally compliant, and maintained in a sanitary condition.
 - Drop Box lids must lay entirely flat when closed. Bent lid corners are not acceptable.
 - No broken welds.
 - Screened or metal mesh lids are not acceptable.
 - Winch handles must remain 6" to 8" distance from the Drop Box wall.
 - Winches must maintain a gear ratio of 4:1 for fast take-up of slack unloaded line and 22:1 or 24:1 for lifting.
 - No frayed or broken winch cables.
 - Internal safety latch mechanism on the winch must always be in working order.
 - No Drop Box holes whatsoever are acceptable on the end of the Drop Box most distant to the cab or the side walls of the Drop Box.
 - No Drop Box holes larger than 2" in diameter are acceptable on the winch end of the Drop Box (most proximal to the cab).
 - Safety chains or secondary safety catches for Drop Box lids must always be present and in good working condition.
 - Drop Box wheels must always be present and in good working condition.
 - At a minimum, all Drop Box lids must uniformly open to a 65-degree angle.
 - Drop Box lid hinge pins must be securely fastened at all times.
- (D) The Contractor shall sweep or wash each Drop Box both internally and externally, upon request of the County at the rates set forth in the WUTC Tariff.
- (E) The County shall reject non-compliant Drop Box(es). When identified, the Contractor shall make a good faith effort to replace non-compliant Drop Box(es) within two (2) Business Days after the County notifies the Contractor. The Contractor has the option to provide alternate Drop Boxes in inventory on a temporary basis if necessary to provide replacement Drop Boxes within two (2) Business Days, provided the alternative Drop Boxes are within the size and width dimensions to fit within the system configuration.

Section 5.2 Safety Requirements

- (A) Vehicles shall be operated in compliance with the WUTC Tariff, with Chapters 81.77 RCW and 480-70 WAC, and as follows:
- All drivers will adhere to the posted speed limit while onsite at the RAGFs.
 - Drivers shall not proceed to collect or leave a Drop Box until all customers have exited the area around the Drop Box container and drivers are directed to proceed by RAGF staff to collect or leave a Drop Box.
- (B) The County shall have the right to request that the Contractor replace any drivers who, in the County's opinion, continuously fail to follow applicable safety rules. WM shall follow all applicable disciplinary processes required by collective bargaining agreements with respect to such drivers.

Section 5.3 Damages to Persons, Property or Equipment

The Contractor shall take all necessary actions and precautions to ensure that its operations will not result in environmental, ecological, or physical damages. The Contractor shall give notice within forty-eight (48) hours to the County of Contractor's knowledge of any losses, damages, or injuries to persons or property that are in any way related to the Contractor's services. Such incidents shall be reported to the County's authorized representative as described in Section 2.17. The Contractor assumes full responsibility and shall bear all liability for any loss or damages to persons, property, or equipment, including to any of the County's equipment, caused by the actions or omissions of the Contractor. In no event will the Contractor be responsible for damage to the County's driveway due to reasons not in the control of the Contractor. Disputes as to the amount or cause of the damage shall proceed under Article 8.

In addition, if either Party damages property of the other and costs are incurred by the damaged Party, that Party may submit a bill to the other for the costs to repair. The Parties agree to negotiate in good faith in accordance with Article 8 a resolution for the reimbursement of such costs.

Section 5.4 Accidents; Complaints

When the County receives a complaint, charge, allegation about the Contractor's performance under this Agreement or receives information about an accident involving the Contractor at a RAGF:

- (A) The County shall forward the information to the Contractor for response under WAC 480-70-386 and may also forward the information to the WUTC depending on severity.
- (B) The Contractor shall acknowledge receipt of the information by the County and respond to the information in accordance with WAC 480-70-386.

Section 5.5 Fines

The Contractor shall be liable for all fines or civil penalties that may be imposed by any regulatory agency for violations by the Contractor of permits, regulations, or any other Applicable Laws; the County shall not be liable for and shall not reimburse the Contractor for payment of those fines or civil penalties. The Contractor reserves the right to contest in good faith any fine in an administrative proceeding or in court prior to its payment.

Section 5.6 Taxes and Fees

The Contractor shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form that apply to any and all persons, property, income, equipment, materials, supplies, structures or activities that are involved in its performance of this Agreement; however, the Contractor shall not be responsible or liable for payment of any tax or fee for which the County is ordinarily responsible without regard to the services provided by the Contractor under this Agreement. The extent to which the Contractor is permitted to adjust the Service Fee(s) for increases in the rates of taxes, fees, or surcharges, if at all, is set forth in Section 6.4.

ARTICLE 6 PAYMENT PROVISIONS

Section 6.1 Rates for Services; Relationship to the WUTC Tariff Rates

The Parties acknowledge that the Contractor's WUTC Tariff does not include a rate for renting or hauling 50-yard Drop Boxes required under this Agreement, as specified in Section 5.1. The Parties therefore agree that the rental and hauling rates for the 50-yard Drop Boxes shall be the same as the closest Drop Box size (40-yard Drop Box) listed in the Contractor's WUTC Tariff. Such rates shall be adjusted consistent with and at the same time as any adjustments to the rates in Contractor's WUTC Tariff for the closest Drop Box size. The Parties further acknowledge and agree that the rates set forth herein are subject to the authority of the WUTC to fix or amend just, fair, and reasonable classifications, rules, and minimum rates and charges for the solid waste collection services provided hereunder.

Section 6.2 Rental and Hauling Service Fees

The County shall pay the Contractor Drop Box rental and Service Fees for hauling services from the RAGFs to OVTS. Fees for Drop Box rental and hauling services shall be adjusted when revisions to the Contractor's applicable rates are approved by the WUTC and become effective. The current fees under the WUTC Tariff for Drop Box rental and hauling services under this Agreement are as follows, based on the current travel distances and pickup of two (2) Drop Box per haul:

2023 WUTC Tariff Rates

Contractor Hauling Service Fees							
Service	Pickup Rate <i>(per Drop Box)</i>	Pickups <i>(per haul)</i>	Total Pickup Fee <i>(per haul)</i>	Mileage Rate <i>(per mile)</i>	Mileage <i>(per haul)</i>	Total Mileage Fee <i>(per haul)</i>	Hauling/Transport Subtotal <i>(per haul)</i>
Hauling/Transport from Hansville RAGF to OVTS	\$124.51	2	\$249.02	\$3.35	29	\$97.15	\$346.17
Hauling/Transport from Olalla RAGF to OVTS	\$124.51	2	\$249.02	\$3.35	10	\$33.50	\$282.52
Hauling/Transport from Silverdale RAGF to OVTS	\$124.51	2	\$249.02	\$3.35	11	\$36.85	\$285.87
Contractor Drop Box Rental Fees							
Facility	# of Drop Boxes	Monthly Drop Box Rental Fee <i>(per Drop Box)</i>		Monthly Drop Box Rental Subtotal			
Hansville RAGF	8	\$82.00		\$656.00			
Olalla RAGF	4	\$82.00		\$328.00			
Silverdale RAGF	6	\$82.00		\$492.00			

The above rates are based upon the WUTC Tariff rates for Contractor's Transportation of two (2) Drop Boxes per trip. Unless otherwise requested by the County, the Contractor shall provide equipment capable of hauling two (2) Drop Boxes (pickups) per haul. If, upon the Contractor's arrival at the RAGF, the County has two (2) Drop Boxes that are ready to be hauled, the Contractor shall haul both Drop Boxes and shall not split the Drop Boxes between two (2) separate hauls or bill the County for separate hauls. If, however, the County does not have two (2) Drop Boxes that are ready to be hauled, the Contractor shall haul the Drop Box ready to be hauled and shall bill the County for the hauling service based on the pickup rate for one (1) Drop Box and the applicable mileage fee.

Section 6.3 Invoicing

The Contractor shall provide records and reports for the County to audit and confirm monthly service fee payments. Rate/fee collection and billing procedures will be managed as follows:

- (A) The Contractor shall maintain and remit to the County each month an invoice in accordance with WAC 480-70-396. The Contractor shall provide such information reasonably as requested by the County, including the identification numbers of all Drop Boxes, as well as the weight, contents and units hauled from each facility during a given month.
- (B) The County shall review and confirm all invoices and data for accounting reconciliation.
- (C) The County will pay Service Fees, as stated above, to the Contractor within thirty (30) days of receipt and verification of the invoice.

Section 6.4 Extraordinary or Other Costs

The Parties acknowledge the potential for the Contractor to incur additional costs in the nature of fees or charges during the term of this Agreement that are either in addition to the standard operating costs or were not reasonably contemplated at the time of the execution of this Agreement. The County may agree to incur these costs directly or reimburse the Contractor for these costs pending discussion and mutual written agreement, provided however, that any costs for the transportation of solid waste shall be charged based on the applicable rate in the Contractor's WUTC Tariff. Costs for any other services that are incurred and are included within the Contractor's WUTC Tariff shall be charged at the WUTC Tariff rate.

ARTICLE 7 RECORDKEEPING

- (A) The Contractor shall keep accurate records of all transactions related to performance of its obligations under this Agreement beginning on the Commencement Date, including, but not limited to, all correspondence, invoices, transaction tickets or receipts, and any injury or damage reports.
- (B) The Contractor shall maintain any accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Agreement.
- (C) The Contractor shall provide to the County a monthly report summarizing the hauling activities during the prior period. The monthly report shall be submitted to the County with the monthly Service Fee invoice(s) and shall include the date, weight, truck number, and Drop Box number for each haul.

- (D) For purposes of enabling the County to verify the computation of the Service Fee, the County shall have the right, from time to time, upon forty-eight (48) hours' notice to the Contractor, to examine, inspect, audit, and copy all non-privileged portions of the Contractor's books, records and accounts that are reasonably related to the computation of the Service Fee.
- (E) All records related to the service of the RAGFs shall be retained by the Contractor for six (6) years after the date of service or creation of the document.

ARTICLE 8 DISPUTE RESOLUTION

Section 8.1 Dispute Resolution Process

All claims, Disputes, and other matters in question between the County and the Contractor arising out of, or relating to, this Agreement (except those matters specifically identified in Section 8.4 as Major Disputes) shall be resolved in accordance with the following procedure: (a) negotiation, (b) mediation, and (c) judicial resolution; provided, however, that the Parties may mutually agree in writing to another procedure for resolving any such disputes, including procedures described in WAC 480-70-386(2). During any Dispute process, the timeframes herein may be modified as needed by written agreement of the Parties without the need for a formal amendment of this Agreement.

Section 8.2 Negotiation

- (A) The County and the Contractor acknowledge the benefits of resolving, and attempting to resolve, all Disputes by negotiation between themselves, without resort to any third parties, and agree therefore to negotiate in good faith to resolve all Disputes before invoking any other method of Dispute resolution as provided for in this Agreement, provided, however, that the period of time for good faith negotiations shall not exceed thirty (30) days, unless a longer period is agreed to in writing by the parties.
- (B) In the event any Dispute cannot be resolved within the 30-day period provided for negotiations, any party may serve upon any other party a Dispute Notice. Service of a Dispute Notice is a condition to the initiation of additional Dispute resolution procedures under this Agreement. A Dispute Notice shall describe the claim, Dispute or matter in question in detail sufficient to inform the mediator of the relevant facts, issues and concerns, and describe the relief requested.

Section 8.3 Mediation

Within seven (7) days of the service of a Dispute Notice, the parties shall by agreement select and designate a trained mediator to serve as a mediator in the Dispute. The mediator so designated shall fix a time and place for the mediation, which date shall not be later than fourteen (14) days from the date the mediator was selected, unless the mediator's schedule cannot accommodate fourteen (14) days, in which case the mediation shall be schedule as soon thereafter but in no event more than thirty (30) days after the mediator is selected. The mediator shall give the parties at least five (5) Business Days written notice of the initial mediation session. The mediator shall meet with the parties until either (a) the Dispute is resolved or (b) the mediator 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.

Section 8.4 Judicial Review

The Parties acknowledge that there may be certain Disputes that are of sufficient magnitude or involve matters of sufficient public interest or require legal interpretation such that they should be resolved in the public forums provided by the courts in Kitsap County, Washington having appropriate jurisdiction (“Major Disputes”). Major Disputes shall first be resolved by negotiation unless the parties agree that the nature of the Dispute or other matters justify direct access to the courts. For this purpose, Major Disputes shall include but are not limited to (a) those in which the actual amount in controversy exceeds \$250,000 or (b) Disputes in which matters of public concern or interest (such as public health and safety) provide a reason for resolution of the Dispute in a public forum or (c) disagreements arising from legal interpretation of this Agreement or Applicable Laws.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

Section 9.1 Coverages

- (A) Minimum Insurance Required. At all times during the Term of this Agreement, the Contractor shall obtain, maintain and pay for the insurance coverage designated in this Article from generally recognized financially responsible insurers (or alternatively in the form of approved self-insurance) that are approved by the County in its sole discretion and licensed in the State of Washington and whose claims paying ability is rated not less than “A/ VII” by A.M. Best Company, Inc. at all times during the Term of this Agreement.
- (B) All insurance policies obtained in connection with this Agreement must provide these minimum limits:
- Commercial General Liability (bodily injury and property damage), \$2,000,000 combined single limit per occurrence;
 - Pollution Legal Liability – covering sudden, non-sudden and accidental occurrences, \$4,000,000 combined single limit;
 - Automobile Liability, \$2,000,000 combined single limit per occurrence;
 - Employer’s Liability, \$1,000,000 per occurrence; and
 - Worker’s Compensation, statutory limit.
- (C) No coverage or policy shall be canceled or revoked without providing the County thirty (30) days advance written notice (10 days for failure to pay premiums) to the Kitsap County Department of Public Works, Solid Waste Division, attention: Solid Waste Division Manager, 614 Division Street, MS-27, Port Orchard, Washington 98366 and to Kitsap County Risk Management, 614 Division Street, MS-7, Port Orchard, Washington 98366.
- (D) Any deductibles or self-insured retentions shall be for the account of the Contractor and paid entirely by Contractor without contribution from the County. Payment of deductibles shall have no bearing on the Contractor’s responsibility to perform other duties as required by this Agreement.
- (E) The Contractor immediately shall increase the amounts of insurance required to reflect any changes in state or federal law or other Applicable Law to ensure that the insurance provided shall cover, at a minimum and in addition to the designated insurance requirements listed in this Article, the maximum limits under any applicable tort claims act.

- (F) The Contractor's failure to fully comply with any provision of this Article shall be considered a Contractor Event of Default under Article 11.
- (G) In the event that any of the insurance required by this Article becomes unavailable, Contractor shall secure insurance with substitute provisions providing as much protection to the County as is reasonably available in the insurance marketplace and approved in writing by the County.

Section 9.2 Additional Insured Status

Except for Workers' Compensation and Employers' Liability, the Contractor shall name the County as an additional insured for all insurance coverage required or obtained under or in connection with this Agreement and shall be fully and completely protected from all claims and risks by this policy and for any and every injury, death, damage and/or loss of any sort whatsoever, including third-party claims for consequential damages, sustained by any person, organization or corporation in connection with this Agreement. The insurance shall be endorsed to include a "cross liability," "severability of interests," or "separation of insureds" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought".

Section 9.3 Primary Coverage

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Section 9.4 Waiver of Subrogation

To the extent of Contractor's indemnification obligations hereunder, Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Section 9.5 Certificate of Insurance

Within thirty (30) days following the execution of this Agreement, the Contractor at its sole expense shall obtain and file with the County a certificate of the liability insurance and amendatory endorsements that includes the coverage required under this Article which coverage shall take effect on the Commencement Date of this Agreement. Failure to obtain the required documents in the above required time frame shall not waive the Contractor's obligation to provide them.

Section 9.6 Delivery of Policies

The Contractor shall deliver to the County copies of all certificates of insurance for required insurance and any policy amendments and policy renewals. Each policy must provide for thirty (30) days prior written notice by the insurer to the County of termination or cancellation (10 days for failure to pay premiums).

Section 9.7 No Limitation on Liability

The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

Section 9.8 Indemnification

- (A) Subject only to the limitations set forth in Section 9.8(B), the Contractor and the County (individually, the "Indemnitor") hereby each covenants and agrees that, to the maximum extent permitted by law, it will defend and indemnify the other Party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees") against and hold the Indemnitees harmless from any and all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits and actions relating to or resulting from any injury to or death of any person or persons, or loss of or damage to property caused or alleged to be caused by the Indemnitor, or any person under the control of or alleged to be under the control of or acting at the direction of the Indemnitor or Indemnitor agent, arising in connection with or as a result of:
- i) the performance by the Indemnitor of its obligations under this Agreement; or
 - ii) any activity, action, omission, or misconduct of the Indemnitor, or any person under the control of the Indemnitor or Indemnitors agent.

Notwithstanding anything express or implied in this Agreement to the contrary and in addition to the indemnity and hold harmless provisions of the Contractor set forth above but without regard to any express or implied limits on the Contractor's indemnity and hold harmless provisions set forth above, the Contractor shall defend and indemnify the County against and hold the County harmless from any and all penalties, fines and charges of any federal, state or local government having jurisdiction, arising from any violation or alleged violation of Applicable Law by the Contractor in connection with or as a result of the Contractor's performance of its obligations under this Agreement. Furthermore, where such claims, suits or action result from the concurrent negligence of (a) the Contractor or the Contractor's agents or employees, and (b) the County or the County's agents or employees, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Contractor's or County's respective negligence or the negligence of their agents or employees.

- (B) The Indemnitor not required to indemnify the Indemnitee or hold the Indemnitee harmless pursuant to the provisions of this Section for any loss, damage or claim to the extent caused solely by the negligence of the Indemnitees or their willful misconduct.
- (C) The Indemnitee shall notify the Indemnitor within ten (10) working days of the Indemnitee's receipt of written notice from any third party of any act, omission, or occurrence with respect to which the Indemnitee intends to seek indemnification in accordance with this Agreement and, if requested by the Indemnitor, shall also supply the Indemnitor all records, data, contracts and documents reasonably related to that third party claim to enable the Indemnitor to evaluate that claim for purposes thereof.

- i) If the Indemnitor replies in writing to the Indemnitee within twenty (20) days from the date of such notice that it will undertake the defense of the Indemnitees and will hold the Indemnitee harmless with respect to such claims, then no additional attorneys' fees incurred by the Indemnitee in its own defense shall be compensable as a claim entitled to indemnity, unless (a) the Indemnitor has agreed to pay such fees and expenses, (b) the Indemnitor has failed to assume the defense of that claim or has failed to employ counsel reasonably satisfactory to the Indemnitee, or (c) the named parties in any action or proceeding relating to that claim (including any impleaded parties) include the Indemnitor and the Indemnitee, and the Indemnitee has been advised by its counsel that the Indemnitee has a conflicting interest from the Indemnitor or that there may be one or more legal defenses available to the Indemnitee which are different from or additional to those available to the Indemnitor. The Indemnitee will reasonably cooperate in providing information and testimony to assist in the defense of the matter, but all out-of-pocket costs thereof shall be a part of the indemnified amounts for which the Indemnitor shall hold the Indemnitee harmless. Control of the defense of the claims shall be the right and responsibility in this case of the Indemnitor, which shall have authority to contest, compromise or settle the matter in its sole discretion.
 - ii) In the event the Contractor replies in writing within the twenty (20) days that it accepts responsibility for the indemnified claim regarding the matter in question but does not desire to take an active role in the defense of the matter, then alternatively, the Contractor may consent to the County's defense and, if outside counsel is chosen, consent to the selection of the attorney, which consent shall be evidenced in writing. However, no matter will be settled or compromised without the written consent of the Contractor; further, at any time the Contractor may elect to assume the active control of the matter, including the replacement of the selected counsel by other counsel satisfactory solely to it, and thereafter may consent, settle, or compromise the case in its sole discretion.
 - iii) If, the Contractor replies to the County within twenty (20) days from the date of such notice but denies its responsibility to indemnify and hold the County harmless with respect to such claim, the Parties shall attempt to agree on a mutually satisfactory attorney to represent them and agree on who shall control the defense of the claim and has the authority to approve any proposal, settlement, or compromise. If an agreement cannot be reached within twenty (20) days, or if the Contractor does not reply to the County within twenty (20) days from the date of such notice, each party may designate its own attorney, whose reasonable fees shall be compensable as an indemnified claim of the County. Whether or not any such agreement can be reached, or the Contractor does or does not reply, each party shall reasonably cooperate in providing information and testimony to assist in the defense of the matter, and the costs thereof (including out-of-pocket expenses) shall be a part of the indemnified amounts for which the Contractor shall hold the County harmless under the assumptions of liability and other provisions for indemnification under this Agreement. Any indemnification in this Agreement shall include an indemnification of the respective officers, directors, employees, agents, shareholders, and successors and assigns of the County.
- (D) The foregoing indemnification and hold harmless provisions are for the sole and exclusive benefit and protection of the Parties, and their officers, officials, agents, and employees, and are not intended, nor shall they be construed, to confer any rights or impose any liabilities on any person or persons other than the Parties and their respective officers, officials, agents, and employees.

- (E) It is specifically and expressly understood that the indemnification provided in this Section constitutes a mutual waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification, that was mutually negotiated by the parties.
- (F) If any claims indemnified against under this Section have the potential for coverage under any insurance, then before pursuing recovery under this indemnity, the County shall pursue all recovery for such claim from any third-party insurance. Once the County has determined, in its sole discretion, that it has exhausted all recovery under all such available insurance, the Contractor shall pay only the amount of the loss, if any, that exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or potentially liable party.
- (G) Except as otherwise expressly stated herein, the Parties do not under this Section waive or surrender indemnity available under any federal, state, regional or local law. This Section shall survive termination or expiration of the Agreement.

ARTICLE 10 ASSIGNMENT, TRANSFER OR CHANGE OF CONTROL

Prior to submitting an application for approval to the WUTC for any sale, lease, assignment, or other transfer allowed by WAC 480-70-116, the Contractor must give at least thirty (30) days' notice to the County and not object to County participation with respect to any proceeding before the WUTC related to such proposed sale, lease, assignment or other transfer.

ARTICLE 11 DEFAULT AND TERMINATION

Section 11.1 Contractor Events of Default

Each of the following shall constitute a Contractor Event of Default for purposes of this Agreement (unless caused by Uncontrollable Circumstances or a Limitation of Service, which is governed by Article 12, or a County Event of Default):

- (A) The Contractor's failure to carry out any of its material obligations under this Agreement so long as the County has given the Contractor sixty (60) days prior written notice of the Contractor's failure to meet a specific obligation and the Contractor has failed to remedy the deficiency within those sixty (60) days.
- (B) Any failure of the Contractor to comply with the requirements of this Agreement that the County reasonably determines threatens public health or safety; provided that the County may not exercise any remedies under Section 11.3. for default under this subsection until it has given the Contractor five (5) days prior written notice of the failure and the Contractor has failed to (1) commence a cure within the 5-day period or (2) continuously and diligently pursued a complete cure. Notwithstanding the foregoing, the County may at Contractor's expense use all reasonable means to eliminate the threat to public health or safety.
- (C) An assignment or other transfer not in compliance with Article 10.

Section 11.2 County Event of Default

The following shall constitute a County Event of Default for purposes of this Agreement:

The repeated or persistent failure or refusal by the County to fulfill any of its material obligations under this Agreement (unless that failure or refusal results from Uncontrollable Circumstances, which is governed by Article 12, or the fault of the Contractor), provided that the Contractor shall have given the County sixty (60) days prior written notice of the County's failure to meet the specific obligation.

Section 11.3 County Remedies for Default

- (A) Upon the occurrence of any Contractor Event of Default pursuant to Section 11.1, the County shall provide the Contractor's authorized representative with a written notice (a "Default Notice") specifying the Contractor Event of Default that has occurred, and then the County may, in its sole discretion:
- i) terminate this Agreement, be released from its obligations under this Agreement, and use any other lawful method to haul MSW, including the County itself;
 - ii) seek the judicial remedy of specific performance; or
 - iii) pursue any combination of the foregoing or any other remedy, including monetary damages, available at law, in equity or under this Agreement.
- (B) If this Agreement is terminated by the County due to a Contractor Event of Default, the Parties recognize that future MSW hauling from the RAGFs must be performed by the WUTC approved certificated hauler under Chapter 81.77 RCW and that such hauling will be subject to the WUTC Tariff.

Section 11.4 Contractor Remedies for Default

Upon the occurrence of any of the events described in Section 11.2, the Contractor shall provide the County with a Default Notice specifying the County Event of Default that has occurred. If the County has not cured the County Event of Default described in the Default Notice within the time specified in Section 11.2, the Contractor shall have the right to pursue any remedy, including monetary damages, available at law, in equity or under this Agreement.

- (A) Upon the occurrence of any of the events described in Section 11.2, the Contractor shall provide the County with a Default Notice specifying the County Event of Default that has occurred, and if the County has not cured the County Event of Default described in the Default Notice within the time specified in Section 11.2, the Contractor may seek to:
- i) be released from its obligations under this Agreement;
 - ii) terminate this Agreement; or
 - iii) pursue money damages but shall not be entitled to equitable relief.
- (B) If this Agreement is terminated by the Contractor due to a County Event of Default, the Contractor shall be entitled to payment of any fee due under this Agreement prior to the date of termination. The County shall retain the right to pursue any cause of action or assert any claim or remedy it may have against the Contractor.

Section 11.5 Termination for Funding

If any funding for services under this Agreement is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Agreement becomes effective, the County may: (A) accept a decreased price offered by the Contractor that

has been approved by the WUTC; or (B) terminate the Contract. If the County terminates the Agreement pursuant to this Section, the Contractor shall be entitled to payment of fees then owing for services provided under this Agreement up to and including the date of termination.

Section 11.6 Termination for Revocation of G-certificate

This Agreement shall automatically terminate in the event the Contractor's G-certificate is revoked, for any reason, by the WUTC.

Section 11.7 Procedures

Notwithstanding any other provisions in this Agreement, if this Agreement terminates before the expiration date specified in subsection (A) above, notice of termination must be given to each party and to the WUTC at least five (5) days prior to termination, as required by WAC 480-70-146(5).

Upon receipt of notice of termination by the County, the Contractor shall stop all services as directed in the notice, notify personnel of the termination date, and minimize further costs.

ARTICLE 12 UNCONTROLLABLE CIRCUMSTANCES AND LIMITATIONS OF SERVICE

Section 12.1 Obligations

- (A) The Contractor's obligations to provide the services provided for in this Agreement and the County's obligation to pay Service Fees under this Agreement are subject to Uncontrollable Circumstances.
- (B) The occurrence of an Uncontrollable Circumstance will not result in a termination of this Agreement but will temporarily suspend the performance by either Party during the duration of the Uncontrollable Circumstance.
- (C) Neither Party to this Agreement shall be liable to the other for any loss, damage, delay or failure to perform any obligation under this Agreement to the extent it results from an Uncontrollable Circumstance. No other events shall excuse nonperformance of the obligations of the Parties.

Section 12.2 Procedure

- (A) As soon as possible after the commencement of an Uncontrollable Circumstance, but in no event later than twenty four (24) hours after the County makes a request for hauling as set forth in Article 5, or if no hauling request is outstanding within forty-eight (48) hours following the time the knowledgeable Party becomes aware that the Uncontrollable Circumstance is likely to interfere with its ability to perform its obligations under this Agreement, such Party shall notify the other Party by telephone call (in person, not via message or voice mail) or text (with a confirming response) to the Party's Representative(s) of the event.
- (B) While a request for hauling is pending, the Contractor shall daily inform the County of actions taken to resume service and an estimated date for resumed service. The Contractor shall further coordinate with the County to develop and implement commercially reasonable alternatives to minimize disruption and, as much as possible, continue to provide the services required under this Agreement.

(C) For all other impacts, as promptly as possible, but not later than 2 weeks, following such notice, the knowledgeable Party shall provide to the other a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began, its estimated duration, and the impact, if any, on the Agreement, and (3) its estimated impact on the other obligations of such party under this Agreement. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance.

Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly and as reasonably as possible, use its best efforts to eliminate the cause thereof, reduce costs and resume performance under this Agreement. While the delay continues, the affected Party shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted. The Contractor shall furnish promptly (if and to the extent available to the Contractor) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the County.

(D) The Contractor shall not be entitled to receive a Service Fee increase or any other additional compensation due to the occurrence of Uncontrollable Circumstance(s).

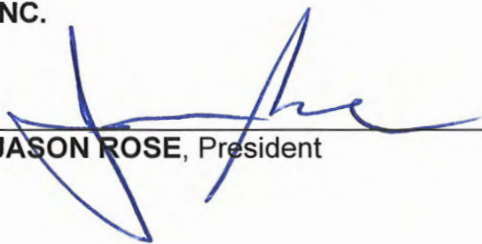
Section 12.3 Limitations of Service under the WUTC Tariff

For disruptions or delays in service caused by labor disruptions, declarations of public health emergencies, or other situations covered by WUTC Tariff Item 30, the procedures therein should be followed. Where Item 30 does not identify clear notice requirements or remedies, the Parties agree to follow the procedures identified in Section 12.2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

Dated this 7 day of November, 2023 Dated this 11 day of Dec, 2023

WASTE MANAGEMENT OF WASHINGTON, INC.



JASON ROSE, President

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON



CHARLOTTE GARRIDO, Chair

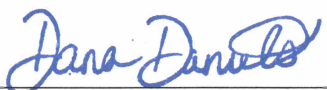


KATHERINE T. WALTERS, Commissioner



CHRISTINE ROLFES, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



ATTACHMENT A
OTHER CONTRACT DOCUMENTS



KITSAP COUNTY
REQUEST FOR SOLE SOURCE
SS2023-PWSU-2212-
County Wide

TO: DEPARTMENT OF ADMINISTRATIVE SERVICES PURCHASING DIVISION

FROM: Public Works, Solid Waste Division

OFFICE/DEPARTMENT (INCLUDING NAME OF DIVISION)


SIGNATURE OF DIVISION HEAD

4/27/2023
DATE

SOLE SOURCE REQUEST FOR THE PURCHASE OF:


Municipal Solid Waste (MSW) Hauling Services for Hansville, Olalla, and Silverdale Recycling and Garbage Facilities

REQUESTED SUPPLIER

COMPANY NAME:	Waste Management of Washington, Inc./Brem-Air Disposal
MAILING ADDRESS:	720 4th Ave, Suite 400, Kirkland, WA 98033-8136
REPRESENTATIVE NAME:	Laura Moser
PHONE NUMBER:	206.391.9112
EMAIL:	lmoser@wm.com
COST ESTIMATE:	approx. \$5,000,000.00 (estimated \$500,000/year for 10 years)

STATEMENT OF NEED:

- Product Description and Details as to why this meets the criteria for sole source.
- Recommendation for sole source purchase based upon an objective review of the product, equipment or service being required and appears to be in the best interest of the County. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor or compromising action have taken place. Neither has my personal familiarity with brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.
- Refer to the attached sole source letter for justification documentation.


SIGNATURE OF REQUESTOR

04/27/2023
DATE

PURCHASING COMMENTS:


PURCHASING MANAGER

04/27/2023
DATE

Form A3 (rev.2021.11.29) Sole Source Request Form

In the State of Washington, haulers of municipal solid waste, commonly referred to as garbage, must have a certificate of public convenience and necessity from the Washington Utilities and Transportation Commission (UTC) before operating as a solid waste collection company. UTC issues G-certificates that provide a hauler the exclusive right to collect garbage in a specified area subject to UTC regulation of rates, service levels, and safety. Where haulers operate under UTC oversight, the County has little ability to impact the price, type, or availability of collection services.

Waste Management of Washington/Brem-Air Disposal, is the certificated hauler for garbage in unincorporated Kitsap County. All three (3) of our Recycling & Garbage Facilities serviced under this hauling contract serves are situated in unincorporated County. For as long as Waste Management of Washington/Brem-Air Disposal is the certificated hauler for unincorporated Kitsap County, the County is required by state statute to use them for our garbage hauling services from the Recycling & Garbage Facilities. Rates are set by the UTC and service levels are set by the County by ordinance.

END OF ATTACHMENT A