

PROFESSIONAL SERVICES CONTRACT
FOR
RECYCLING DROP BOX SERVICE
Amendment No. 7

This AMENDMENT NO. 7 TO PROFESSIONAL SERVICES CONTRACT FOR RECYCLING DROP BOX SERVICE (this "Amendment") is made as of June _____, 2022, and entered into by and between PACIFIC COUNTY, a political subdivision of the State of Washington ("COUNTY"), and PENINSULA SANITATION SERVICE, INC., a Washington corporation ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on June 12, 2012, COUNTY and CONTRACTOR entered into that certain Professional Services Contract for Recycling Drop Box Service (the "Original Agreement") for the collection and hauling of recyclable material by voluntary drop-off throughout Pacific County;

WHEREAS, the Parties have since amended the Original Agreement several times by executing the following amendments:

Amendment No. 1, dated May 28, 2013;
Amendment No. 2, dated March 11, 2014;
Amendment No. 3, dated March 13, 2018;
Amendment No. 4, dated March 26, 2019;
Amendment No. 5, dated March 23, 2021; and
Amendment No. 6, dated June 12, 2022.

The foregoing amendments, together with the Original Agreement, shall be referred to herein collectively as the "Agreement";

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement; and

WHEREAS, the Parties wish to further amend the Agreement to, among other things, alter the scope of services to be provided by CONTRACTOR, extend the existing term of the Agreement and adjust the pricing as provided for herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Services to be Provided by CONTRACTOR**. Exhibit A and Exhibit B to the Agreement are hereby deleted in their entirety and replaced with a new Exhibit A and new Exhibit B, each of which are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

2. **Duration of Agreement**. The Term of the Agreement is hereby extended until June 30, 2026, with the option to extend the Agreement by additional twelve (12)-month periods upon mutual written agreement of the Parties, unless sooner terminated by either Party with or without cause, upon sixty (60) days prior written notice to the other Party.

3. **Adjustment to Compensation.** The dollar amounts set forth in the Agreement section entitled “Compensation and Method of Payment” is hereby amended and supplemented to revise and/or add the following dollar amounts:

• Naselle	\$345.00 per haul
• Ocean Park	\$345.00 per haul
• South Bend	\$430.00 per haul
• Long Beach	\$260.00 per haul
• Ilwaco	\$260.00 per haul
• Chinook	\$345.00 per haul
• Bay Center	\$430.00 per haul
• Menlo	\$530.00 per haul

4. **Sharing Commodity Value Proceeds.** Monthly combined proceeds of the value of the commodities collected and sold by CONTRACTOR shall be paid by CONTRACTOR to COUNTY. Should the actual monthly combined proceeds of the value of the commodities collected and sold by CONTRACTOR fall below negative Three Thousand Dollars (\$3,000.00), the pricing set forth in Section 3 above and in the Agreement section entitled “Compensation and Method of Payment” shall be renegotiated in good faith by the Parties.

5. **CPI Adjustments.** The Parties agree that pricing set forth in Section 3 above and in the Agreement section entitled “Costs Associated with this Agreement” shall automatically increase on July 1, 2023, and each July thereafter, based on 100% of the percent change in the preceding year’s April year-over-year consumer price index for the Pacific Cities and U.S. Average, West – Size Class A, (1982-84 = 100) (CPI-U), as calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or its successor.

6. **Rates for Additional Drop Sites.** If and when COUNTY desires for CONTRACTOR to collect recyclable materials from a new drop site, the hauling rates for such new drop site will be negotiated in good faith by the Parties prior to the startup of the new site.

7. **Insurance.** Section IX (Insurance) of the Agreement is hereby amended and restated in its entirety to read as follows:

IX. INSURANCE

CONTRACTOR shall maintain, and upon request of COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this Agreement. CONTRACTOR agrees that its liability insurance shall name COUNTY as an “additional insured” and shall provide a certificate of insurance to that effect. CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, workers’ compensation insurance, etc. for any and all of its employees as might apply.

8. **Notices.** The contact and address for CONTRACTOR as set forth in Section XXI (Notices) of the Agreement is hereby amended and restated to read as follows:

If to CONTRACTOR:

Peninsula Sanitation Service, Inc.
Attention: Joey Deese, Site Manager

PO Box A
Ilwaco, WA 98624

With a copy to:

Waste Connections US, Inc.
Attention: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

9. **Governing Law.** This Amendment shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Washington without regard to principles of conflict of law.

10. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same Agreement. Signatures to this Amendment transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

11. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and/or in the Agreement shall include the terms contained in this Amendment.

12. **Conflicting Provisions.** In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

*[Remainder of this page intentionally left blank;
Signature Page Follows.]*

IN WITNESS WHEREOF, the Parties enter into this Amendment. Each person signing this Amendment represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

PACIFIC COUNTY, WASHINGTON
Board of Pacific County Commissioners

PENINSULA SANITATION SERVICE,
INC.

By: _____
Lisa Olsen, Chair

By: _____
Name: Daniel Schooler
Title: Regional Vice President

By: _____
Frank Wolfe, Commissioner

By: _____
Mike Runyon, Commissioner

ATTEST:

Amanda Bennett, Clerk of the Board

APPROVED AS TO FORM:

Prosecutor's Office WSBA#

EXHIBIT A
Scope of Services

CONTRACTOR will complete the following collection, operation, maintenance, and accounting support tasks. Deliverables are listed at the end of each supporting task, when appropriate.

Task 1	Collection of Recyclables
Task 2	Maintenance and Operation
Task 3	Accounting

Task 1: Collection of Recyclables

CONTRACTOR's personnel will haul and recycle the materials deposited within COUNTY-owned recycling drop boxes in Ocean Park, Naselle, Bay Center, Chinook, South Bend, Ilwaco, Long Beach and Menlo. The recycling drop boxes will be emptied and returned or replaced in the originating location within twenty-four (24) hours of the time of box removal, unless otherwise agreed to by The Director of the Pacific County Department of Community Development.

The boxes will be emptied on an "as needed" basis. CONTRACTOR's personnel will empty said recycling drop boxes when they are nearing 90% of their capacity unless otherwise mutually agreed upon by COUNTY and CONTRACTOR.

Deliverable:

1. A written report detailing the locations CONTRACTOR utilized for the disposal of recyclable materials derived from the above mentioned recycling drop boxes will be prepared. Said report will list a contact person and telephone number for each location for the disposal of recyclable materials. CONTRACTOR will update this information within fourteen (14) days of any change in location.

Task 2: Maintenance and Operation

CONTRACTOR's personnel will be charged with the maintenance of the recycling drop boxes designated above, defined below, and with the collection of materials left around or under said recycling drop boxes. Said drop boxes will be checked a minimum of two (2) times per week. Removal of excessive recyclables material left around or under said drop boxes will occur during these site visits. CONTRACTOR will supply all necessary equipment to be utilized in the maintenance of said drop boxes and the surrounding area.

CONTRACTOR will provide maintenance to said recycling drop boxes as needed. Maintenance will include the following:

1. Painting of any dings, scratches, and/or dents on the drop box.
2. Lubrication and evaluation of all moveable parts.
3. General cleanliness of drop box.

Additional maintenance will not occur without prior approval of COUNTY and will be financed solely by COUNTY.

Deliverable:

1. A Written request will be submitted to the Department of Community Development for any extra maintenance needed on said drop boxes for which CONTRACTOR will request reimbursement.

Task 3: Accounting

CONTRACTOR's personnel will track the pounds of recyclables removed from said recycling drop boxes by type and total pounds per drop box.

CONTRACTOR's personnel will submit vouchers, in an amount not to exceed that amount stipulated in the Professional Services Contract for Recycling Drop Box Service, Section V, to the Pacific County Department of Community Development for the hauling of said recycling drop boxes and the recycling of materials contained within said drop boxes.

Deliverable:

1. A written report detailing the pounds of recycled materials removed from said drop boxes, listed by material recycled and by total quantity recycled per drop box for the year, will be submitted to the Department of Community Development on or before the following March 31. Said report will also include the individual "markets" utilized for the recycling of these materials and the "end products" for these recyclables.
2. Vouchers submitted to the Department of Community Development or Department of Public Works on an "as hauled" basis will include business name, business federal identification number, invoice number, date, location of box, box number, service charge, pounds of recyclables removed from drop box by category, recycling reimbursement, and total dollar amount due.

Exhibit B
Recycling Drop Box Specification

OUTSIDE

- 30 yard, metal drop box
- 20 feet in length
- Solid peaked weld on lid
- Superior type skids
- 2 steel rear wheels (8 inch diameter minimum)
- Gutter over rear door
- 12 gauge walls and floor
- 4 windows per side with closable doors
- #811 safety blue color – heavy paint and primer inside, outside and underneath
- RECYCLE printed on the two 20-foot sides of container – 18-inch letters, white color
- Items accepted printed near window – minimum 3-inch letters white color
- “T” lock rear door - lockable with paddle lock