

RESOLUTION NO. 08-534

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
COMMERCIAL SERVICES AGREEMENT WITH ORKIN
PEST CONTROL**

WHEREAS, the City of Black Diamond has determined the need for pest control at City offices located at 24301 Roberts Drive; and

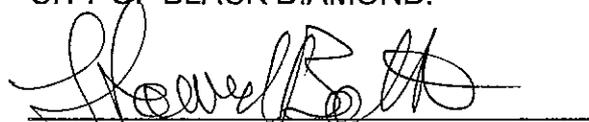
WHEREAS, Orkin Pest Control has a current contract with the City for other City offices and they are willing and able to add these additional City Hall offices;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

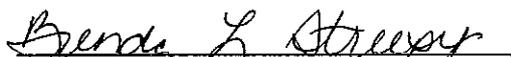
Section 1. The Mayor is authorized to execute a Commercial Services Agreement with Orkin Pest Control for first application at \$245.25 and monthly treatment services at \$80.66 per month in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING, THIS 7TH DAY OF AUGUST, 2008.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk



Orkin Pest Control

Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Exhibit

BRANCH OFFICE COPY

COMMERCIAL SERVICES

ROUTE GRID # 74805

Customer Name: CITY OF BLACK DIAMOND - CITY HALL
Billing Address: PO BOX 599
City: BLACK DIAMOND State: WA Zip Code: 98010 Phone: 360-886-2500
Date: 7/20/08

I. INTENT
A. This Agreement is intended to constitute a mutual understanding between CITY OF BLACK DIAMOND - CITY HALL (the Customer) and ORKIN PEST CONTROL.
B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 24301 ROBERTS DRIVE BLACK DIAMOND WA 98010

II. SCOPE AND NATURE OF WORK
A. Orkin agrees to provide service for the following pests: Roaches, Common ants, Hail and mice, Pharaoh ants, Common spiders, Flies, Odor, Other.
B. Service Exclusions: 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes.

III. CUSTOMER OBLIGATIONS
A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

IV. SERVICE SCHEDULE
A. Orkin service representative shall service the Customer (service frequency) 1 Time, 2 Times, 4 Times, per month, Other.
B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge.

V. TERMS OF AGREEMENT
A. This agreement shall be effective for a period of 1, 2, 3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.
B. For multiple year agreements, the monthly service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.
C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply.

VI. PAYMENT
A. The cost of the services described herein shall be \$225.00 plus tax of \$20.25 for the initial month and \$74.00 plus tax of \$6.66 per month thereafter for a period of 11 months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

PAYMENT SUMMARY table with columns for service type and amount. Includes rows for Initial/Start-up Service, Monthly Treatment Service Charges, Monthly Lease Charges, and Product Sales/One-Time Charges.

VII. MATERIALS
A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
B. The materials shall be used in accordance with the labels and specifications.

VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests.

IX. EQUIPMENT REPLACEMENT
A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted.
B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application.

XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE.

XIII. AMOUNT REMITTED: \$ Cash, Check, Complete Easy Payment Form, P.O. Number

Inspector Name (PRINT): CHARLEE HUNTER 72821
Branch Telephone Number: 253-852-4089
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT
Branch Management Signature: [Signature] Date: [Blank]

Branch Street Address: 25400 74TH AVE SO
City: KENT State: WA Zip Code: 98032
Customer's Signature: [Signature] Date: 8-8-08
PLEASE SIGN & RETURN TO 253-852-2625



FLOOR LEVEL INSPECTION REPORT

COMMERCIAL SERVICES

Time In 1:30
 Time Out 2:30
 Date 7/18/08
CHARLIE MUGLER
 Inspector - Print Name

CUSTOMER INFORMATION	
Name	<u>CITY OF BURL DEANOND - CITY HALL</u>
Address	<u>24301 ROBERTS DRIVE BURLINGAME DEANOND</u>
Store #	Ph. # <u>360-856-2500 EXT 125</u>
Manager	<u>ANDREW WELTAMSON</u>
BRANCH INFORMATION	
Name	<u>KENT</u> Ph. # <u>253-852-4689</u>
Svc. Tech.	Rt. #
Svc. Time	Frequency <u>1 PER MONTH</u>

Linc	LOCATION	ACTIVE INVESTIGATION FOUND		PEST FOUND (SPECIFY)	CORRECTIVE ACTION REQUIRED		DESCRIBE ACTION REQUIRED
		Yes	No		by ORKIN	by Customer	
1.	OUTSIDE BOTH BUILDINGS	✓		ODOR ANTS + RODENT	✓		TREAT AROUND BOTH BUILDINGS FOR ODOR ANTS + ALSO PLACE PROTECTOR BAIT STATIONS FOR RODENT CONTROL.
2.	BUILDINGS						TREAT ALONG ALL RAMPS + ENTRY POINTS FOR ANTS
3.							
4.							
5.							
6.	INSIDE BOTH BUILDINGS	✓		ODOR ANTS	✓		TREAT THE BASE BOARDS + ALL ENTRIES + SPOT TREAT ANY OTHER AREA AS NEEDED FOR ANTS
7.							
8.							
9.	KITCHEN + BATHROOMS	✓		ANTS + RODENT	✓		TREAT BATHROOMS + KITCHEN ALSO PLACE ANT PUCK IN BOTH AREA'S. PLACE MOUSE BOARDS UNDER SINK IN KITCHEN AREA.
10.							
11.							
12.							
13.							
14.							
15.							

Additional Comments _____

Does Customer Have:

	YES	NO
Hands Free Flushing		✓
Restroom Odor Control		✓
Flying Insect Traps		✓
Floor Care Program in place	✓	

	YES	NO
Drain Odor Present		✓
Floor Drains Clean	✓	
Door Sweeps Needed		✓

Inspector Signature Charlie Mugler

Customer Signature [Signature]

20-035-2 REV. 3/2004

ORKIN, INC.

PLEASE SIGN & RETURN TO 253-852-2625

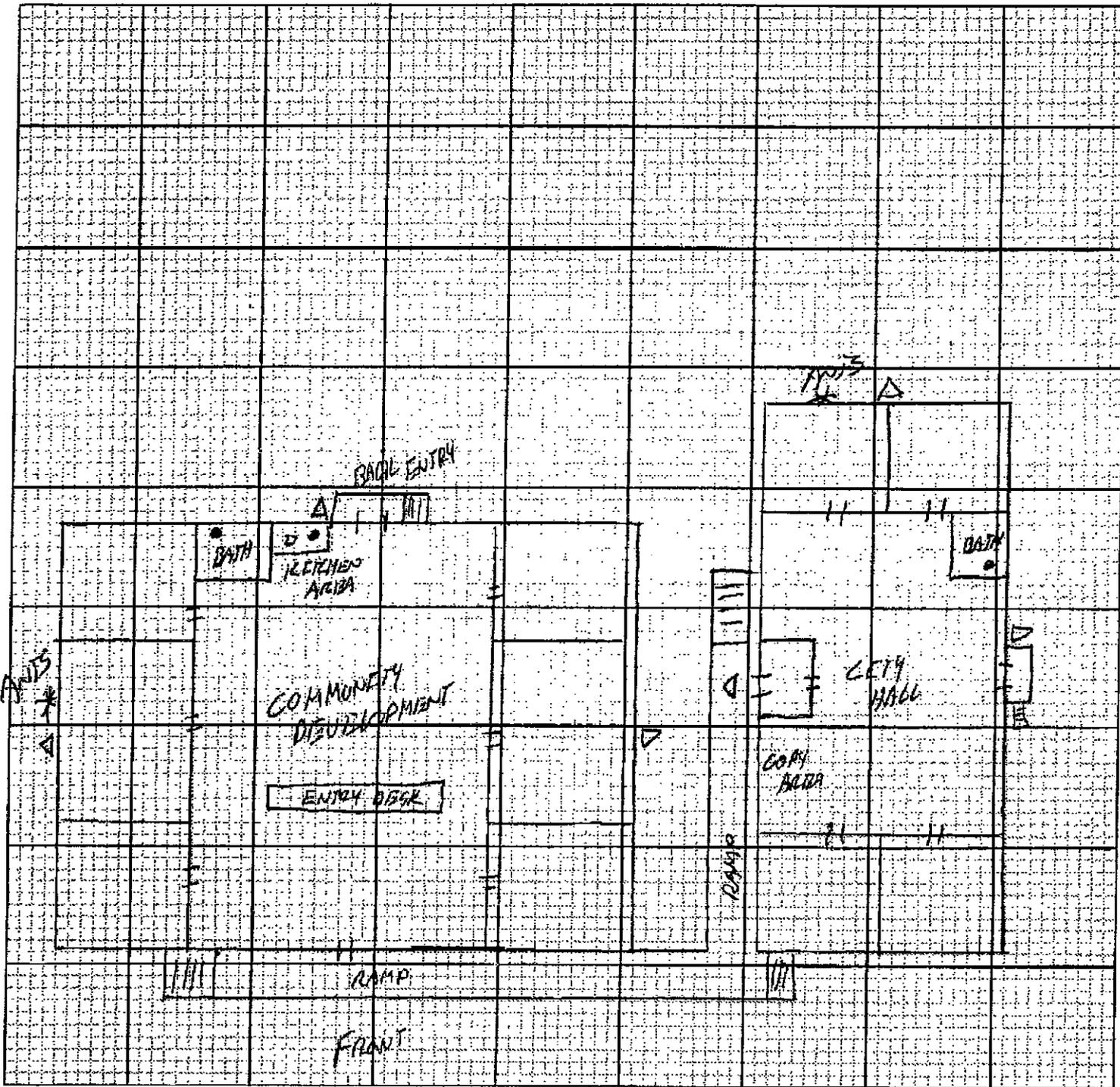
COPY DISTRIBUTION: WHITE - CUSTOMER CANARY - BRANCH (CUSTOMER FILE) PINK - TECHNICIAN COPY GOLDENROD - REGION

ORKIN, INC.



COMMERCIAL SERVICES

Customer Name CITY OF BLACK DIAMOND - CITY HALL DATE 7/21/08
 Address 24301 ROBERTS BLVD City BLACK DIAMOND State WA
98010



△ - PROTECA BAIT STATIONS
 □ - MOUSE BOARD
 ● - ANT TRAPS

Drawn To What Scale = 1 Square = 1.5'

Frequency Of Service 1 PER MONTH
 KEY TO GRAPH CODES
 Infestation - Double Letters (AP)
 Housekeeping - Maintenance - Single Letter (B)
 Treatment - Numbers - See Treating Page

Person To Contact ANDREW WILLIAMSON Phone 360-886-2500
 Special Instructions For Servicing
 ORKIN Rep. CHARLES MUGLER
 Branch Office KENT Phone 253-852-4089

Orkin Triple Guarantee

24 Hour Response Guaranteed

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★ **When you see a pest, you need service right away.** Orkin makes it easy with a direct priority line to our national customer service department and to your local branch where your request will be responded to within *24 hours*.

Satisfaction Guarantee

2

★ **Total satisfaction or you don't pay.** If, during your regularly scheduled treatments, you are not completely satisfied with the results, Orkin will retreat to your satisfaction or refund your last monthly payment. If, after 60 days of service, you are dissatisfied with Orkin and decide to cancel, Orkin will pay the reasonable cost of an initial service by another pest control operator of your choice.

*Reimbursement Guarantee

★ **Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for any fines paid, not to exceed \$50,000.**

Applies only to Foodservice and Hospitality Establishments.

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

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- (a) Repay, either you or the customer as appropriate, the reasonable charges incurred by the customer at time of sighting not to exceed \$50 for a restaurant or \$100 for a hotel, if applicable.
- (b) Invite the customer back as Orkin's guest for a meal or room charge not to exceed \$50 for a restaurant or \$100 for a hotel, if applicable.

Applies only to Healthcare Establishments.

If, after 60 days of service, any occupant's room in your facility has to be vacated due to a roach, rat or mouse infestation, Orkin will pay an amount not to exceed \$100 per bed for lost profit during the time the room is shut down.

Charlie Mugh 7/2/08
 ORKIN REPRESENTATIVE DATE

Howard Bette 8-8-08
 CUSTOMER DATE

* Your account must be current, under contract for over 60 days, and your business must be compliant with sanitation and structural requests as noted on Orkin service reports.