

WASTE COLLECTION AND MANAGEMENT AGREEMENT

This agreement is made this _____ day of _____, 20__ by and between Pacific County, a municipal corporation, and Pacific Solid Waste Disposal, Inc., a Washington Corporation, subject to the following terms and conditions.

1. **Purposes.** The parties agree to participate in two separate one-day Household Appliance Collection Days during which event the public will be permitted to deliver Waste Materials, at the solid waste transfer station located near Long Beach, Washington, that is operated by Pacific Solid Waste Disposal.
2. **Date.** The parties agree that the Household Appliance Collection Days will occur on the 21st day of May, 2011.
3. **Duties of Parties.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Days.
 - (A) Pacific County agrees to provide public announcements of the event and to advise the public regarding the types of waste materials that may be deposited at the transfer station on the Collection Days.
 - (B) Pacific Solid Waste Disposal agrees that it will provide sufficient staff to oversee the delivery of waste materials to the transfer site by members of the public on the Collection Days and that it will be solely responsible for directing all activities relating to the delivery and storage of waste materials at the transfer station on that date.
 - (C) Pacific Solid Waste Disposal agrees to take possession of all waste materials delivered to the transfer site by the public on the Collection Days, without any charges other than those set forth in this agreement.
 - (D) Pacific Solid Waste Disposal further agrees that it will store, handle, transfer, and recycle all the waste materials delivered to the transfer site on the Collection Days.
4. **Fees and Billings.**
 - (A) Pacific County agrees to pay Pacific Solid Waste Disposal a base rate of \$500.00 plus an additional \$18.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) and \$2.50 for every appliance unit, which is delivered to the transfer site on the Collection Day
 - (B) Upon completion of the Collection Day, the parties shall jointly calculate the number of refrigeration devices collected and determine the amount owed by Pacific County for these items.
 - (C) Invoices submitted by Pacific Solid Waste Disposal shall be paid no later than thirty days from the date of invoice.
5. **Waste Materials.** The materials that are the subject of this agreement are set forth in the Material Profile Sheet attached hereto as *Exhibit A* and incorporated herein by reference. The materials described in the Materials Profile Sheet are referred to in this Agreement as the "Waste Materials".

6. Transfer of Wastes and Title.

- (A) Waste Materials tendered to Pacific Solid Waste Disposal during the Collection Day shall be tendered subject to Pacific County's warranties, indemnifications and obligations, as set forth in Section Eight & Nine of this agreement.
- (B) At the time Pacific Solid Waste Disposal signs a standard form of manifest indicating acceptance of delivery of Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred to Pacific Solid Waste Disposal.
- (C) If, following signature of a manifest pertaining to the Waste Materials, such Waste Materials are discovered to be "nonconforming" in whole or in part, Pacific Solid Waste Disposal may revoke in writing its acceptance of all such nonconforming Waste Materials. A revocation of acceptance shall operate to revert title, risk of loss, and other incidents of ownership in Pacific County at the time revocation is communicated in writing to Pacific County.
- (D) Waste Materials shall be considered "nonconforming" for purpose of this agreement if they are not in accordance with the descriptions or specifications stated in the Material Profile Sheet.
- (E) Pacific County shall remove nonconforming Waste Materials from the possession of Pacific Solid Waste Disposal within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to Pacific Solid Waste Disposal its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for nonconforming Waste Materials.

7. Pacific Solid Waste Disposal Warranties. Pacific Solid Waste disposal warrants that:

- (A) It understands the currently known hazards, which are presented to persons, property and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage, and recycling of the Waste Materials.
- (B) It will transport, store and dispose of the Waste Materials in full compliance with all governmental laws, regulations, and orders.
- (C) The waste management facilities described in paragraph one of this agreement are now licensed and permitted to store and dispose of waste materials within the description of the Waste Materials; and
- (D) In the event such waste management facility loses its permitted status during the term of this agreement, Pacific Solid Waste Disposal will promptly notify Pacific County of such loss.

8. Pacific County Warranties. Pacific County warrants that:

- (A) The description of Waste Materials made pursuant to the Waste Materials Profile Sheet is accurate and correct.
- (B) All waste materials tendered by the public during the collection day shall conform to such description.
- (C) It has and will, during the term of this agreement, continue to communicate to Pacific Solid Waste Disposal those hazards and risks known to or learned by Pacific County to be incident to the handling, transportation, storage, treatment, and recycling of the Waste Materials.

9. **Indemnification.** Pacific Solid Waste Disposal agrees to indemnify, save harmless and defend Pacific County from and against any and all liabilities, claims, penalties, suits and the cost and expenses incident there to (including reasonable attorney's fees), which it may hereinafter incur, become responsible, or pay out as a result of death or bodily injury to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused in whole or in part by:
- (A) Pacific Solid Waste Disposal's breach of any term or provision of this agreement;
 - or
 - (B) Any negligent or willful act or omission of Pacific Solid Waste Disposal, its employees or delegates in the performance of this agreement.
10. **Insurance.** Pacific Solid Waste Disposal agrees to procure and maintain at its expense, insurance covering activities performed under and contractual obligations undertaken in this agreement, at a minimum of \$100,000.00.
11. **Work on Transfer Site Premises.** Pacific Solid Waste Disposal agrees to provide Pacific County, its employees, delegates and invitees a safe working environment for any work in performance of this Agreement that must be undertaken on premises owned or operated by Pacific Solid Waste Disposal. Pacific County and employees shall comply with Pacific Solid Waste Disposal's safety procedures while on Pacific Solid Waste Disposal's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered in writing to Pacific County prior to the commencement of work on Pacific Solid Waste Disposal's premises.
12. **No Waiver.** Any failure of a party to enforce any provisions of this agreement shall not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time.
13. **Enforcement.** If a suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge as reasonable attorney's fees.
14. **Law to Apply.** The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the laws of the State of Washington.
15. **Savings and Severability.** If any provision thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
16. **Non-delegation.** The services to be furnished under the terms of this agreement shall be performed by Pacific Solid Waste Disposal, Inc. personally and shall not be delegated or subcontracted in whole or in part without the express consent of Pacific County.
17. **Entire Agreement.** This agreement incorporates the entire understanding and agreement of the parties regarding the delivery, transportation, sale, disposal, storage and use of the Waste Materials and any modification hereto must be in writing.

In witness thereof the parties have caused this agreement to be executed by their duly authorized representative on the day and year first above written.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Pacific Solid Waste Disposal

Norman B. Cuffel, Chairman

Jay Alexander, Manager

Jon C. Kaino, Commissioner

Date 4-13-11

Lisa Ayers, Commissioner

ATTEST:

Kathy Noren
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney

ATTACHMENT A

MATERIAL PROFILE SHEET

Materials to be collected during the two events will include:

- Refrigerators
- Freezers
- Washing Machines
- Dryers
- Dishwashers
- Hot Water Heaters
- Stove/Ovens (including microwave and toaster ovens)

All items must be of household origin.