WASTE COLLECTION AND MANAGEMENT AGREEMENT

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Pacific Solid Waste Disposal, Inc., a Washington Corporation hereinafter referred to as the "CONTRACTOR".

1. **Purposes.** The parties agree to participate in three one-day Household Appliance Collection Event during which the public will be permitted to deliver Waste Materials, at the solid waste transfer station located near Long Beach, Washington, that is operated by the CONTRACTOR.

2. **Date.** The parties agree that the first Household Appliance Collection Day will occur on the 17th day of May 2014 and the 20th of September 2014.

3. **Duties of Parties.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Day.

   (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 Day.

   (B) The CONTRACTOR 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 Day 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) The CONTRACTOR agrees to take possession of all waste materials delivered to the transfer site by the public on the Collection Day, without any charges other than those set forth in this agreement.

   (D) The CONTRACTOR further agrees that it will store, handle, transfer and recycle all the waste materials delivered to the transfer site on the Collection Day.

4. **Fees and Billings.**

   (A) Pacific County agrees to pay the CONTRACTOR a base rate of $500.00 plus an additional $20.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) which is delivered to the transfer site on the Collection Day and $2.00 for all other appliance units.

   (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 the CONTRACTOR 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 the CONTRACTOR during the Collection Day(s) 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 the CONTRACTOR 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 the CONTRACTOR.

(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, the CONTRACTOR, may revoke in writing its acceptance of all such nonconforming Waste Materials. A revocation of acceptance shall operate to revest 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 state in the Material Profile Sheet.

(E) Pacific County shall remove nonconforming Waste Materials from the possession of CONTRACTOR, within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to CONTRACTOR,

7. **Pacific Solid Waste Disposal, Inc., Warranties.** CONTRACTOR 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 recycle 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 recycle 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, the CONTRACTOR, 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 the CONTRACTOR, 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.** In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from

intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

10. **Insurance.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurance based general business professional liability insurance of at least $1,000,000.00 or greater per occurrence and $2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

11. **Work on Transfer Site Premises.** The CONTRACTOR 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 CONTRACTOR. Pacific County and employees shall comply with the safety procedures of CONTRACTOR, 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 CONTRACTOR 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 WHEROF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

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

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney

Pacific Solid Waste Disposal, Inc.

Jay Alexander, Owner

3-11-2014
Date

SIGN HERE

EXHIBIT 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.

WASTE COLLECTION AND MANAGEMENT AGREEMENT

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Royal Heights Transfer Station, a Washington Corporation hereinafter referred to as the "CONTRACTOR".

1. **Purposes.** The parties agree to participate in three one-day Household Appliance Collection Event during which the public will be permitted to deliver Waste Materials, at the solid waste transfer station located near Raymond, Washington, that is operated by the CONTRACTOR.

2. **Date.** The parties agree that the first Household Appliance Collection Day will occur on the 17th day of May 2014 and 20th day of September 2014.

3. **Duties of Parties.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Day.

   (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 Day.

   (B) The CONTRACTOR 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 Day 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) The CONTRACTOR agrees to take possession of all waste materials delivered to the transfer site by the public on the Collection Day, without any charges other than those set forth in this agreement.

   (D) The CONTRACTOR further agrees that it will store, handle, transfer and recycle all the waste materials delivered to the transfer site on the Collection Day.

4. **Fees and Billings.**

   (A) Pacific County agrees to pay the CONTRACTOR $25.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) 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 the CONTRACTOR 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 the CONTRACTOR during the Collection Day(s) 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 the CONTRACTOR 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 the CONTRACTOR.

(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, the CONTRACTOR, may revoke in writing its acceptance of all such nonconforming Waste Materials. A revocation of acceptance shall operate to revest 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 state in the Material Profile Sheet.

(E) Pacific County shall remove nonconforming Waste Materials from the possession of CONTRACTOR, within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to CONTRACTOR,

7. **Royal Heights Transfer Station, Inc., Warranties.** CONTRACTOR 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 recycle 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 recycle 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, the CONTRACTOR, 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 the CONTRACTOR, 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.** In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or

damages of every kind and description which may accrue to be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

10. **Insurance.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurance based general business professional liability insurance of at least $1,000,000.00 or greater per occurrence and $2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

11. **Work on Transfer Site Premises.** The CONTRACTOR 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 CONTRACTOR. Pacific County and employees shall comply with the safety procedures of CONTRACTOR, 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 CONTRACTOR 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 WHEROF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

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

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney

Royal Heights Transfer Station

Larry Bale

Larry Bale

3/17/14
Date

EXHIBIT 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.