

AGREEMENT
Between
Pacific County Department of Community Development and
the Shoalwater Bay Indian Tribe

This agreement is by and between Pacific County, PO Box 68, South Bend, WA 98586 and the Shoalwater Bay Indian Tribe, PO Box 130, Tokeland, WA, 98590.

In this Agreement, the party (Shoalwater Bay Indian Tribe) who is contracting to receive services shall be referred to as "SBIT" and the party (Department of Community Development) who will be providing the services shall be referred to as "the County."

SBIT would like to establish a Household Hazardous Waste (HHW) collection program at SBIT. This service will protect the environment and public health by preventing household hazardous wastes from being improperly disposed of in the sewers, solid waste stream, and environment. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** SBIT will provide the staff, storage location, and any personal protective equipment requested by SBIT employees. SBIT will assume responsibility for the storage of the HHW in a secured facility that meets all safety requirements. The collection program will serve residents of Pacific County and SBIT community members. This service is a collection event only and SBIT employees will not process any materials or offer a waste exchange site.

Items to be collected include: paint and paint related materials, garden chemicals, automotive chemicals, cleaning products, hobby chemicals, fluorescent lights or any other material that meets the definition of Household Hazardous Waste, as defined in WAC 173-350-100.

The items collected shall not include: latex paint, explosives, radioactive materials, empty containers, friable asbestos, or waste in containers larger than 5 gallons. Each customer will complete and sign a waste disposal form, provided by the County to SBIT. The completed forms will be returned to the County.

Any businesses that wish to utilize the Small Quantity Generator (SQG) Program must contact the County directly. SBIT will not be involved in any transactions related to the SQG program.

SBIT will assume responsibility for the wastes collected from time of customer drop-off to time of collection by the County. Pacific County is not responsible for any damages to property or personnel of SBIT that may result from the collection of HHW.

All waste exchange forms and transportation of materials to the Moderate Risk Waste Fixed Facility will be provided by the County. The transportation of materials by the County will occur between the first Friday in May and the last Friday in September, in accordance to the times of operation of the Moderate Risk Waste Fixed Facility.

2. **TERM.** The term of the agreement is one (1) year, effective January 1, 2012 and shall automatically terminate on December 31, 2012. This agreement shall extend for an additional calendar year unless one of the parties notifies the other in writing, as per Section 5 of the agreement that they intend not to extend this agreement at the end of 2012. Such notice of intent shall be mailed by September 15, 2012. This notice requirement shall not limit either party's ability to terminate this agreement as per the conditions specified within Section 7.
3. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the SBIT is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the SBIT.
4. **ASSIGNMENT.** SBIT's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
5. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
7. **TERMINATION.** SBIT and the County shall each retain the right to terminate this agreement at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the County shall have the right to terminate this contract on ten days communicated written notice if SBIT has violated any of the provisions herein, or if the county deems SBIT's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this agreement, all finished and unfinished documents and work papers prepared by the County pursuant to this agreement shall, at the option of SBIT become its property, and the County will be paid for service performed up to the date of the contract termination. Notwithstanding the above, the County shall not relieve the County of liability to the SBIT for damages sustained by SBIT by virtue of any breach of the contract. SBIT may withhold any payment to the County for the purposes set forth until such time as the exact amount of damages due to SBIT from the County is determined.
8. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 201__.

Michael Rogers
Michael Rogers, Tribal Administrator

12.12.17
DATE

Faith Taylor-Eldred, Director of Community Development

DATE