

**PROFESSIONAL SERVICES CONTRACT FOR
WASTE MOTOR OIL COLLECTION AND MANAGEMENT**

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Emerald Services, Inc., 7343 East Marginal Way South, Seattle, 98108, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires to have certain professional services performed and provided by the CONTRACTOR, as set forth hereafter, which services require specialized skills and abilities; and,

WHEREAS, the CONTRACTOR represents that they are qualified and possess sufficient skills and abilities to perform the professional services set forth hereafter in the Agreement, now therefore

IN CONSIDERATION of the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The CONTRACTOR will provide services set forth in Exhibit A in accordance with the terms and conditions of this agreement. The CONTRACTOR will be responsible for the professional quality and timely completion of work products furnished by the CONTRACTOR under this agreement.

II. RESPONSIBILITIES OF COUNTY

The COUNTY will advise the CONTRACTOR when to pump the waste oil collection tanks. The COUNTY agrees that the following individuals will represent the COUNTY.

COUNTY Contact

Faith Taylor-Eldred
Director
(360) 875-9356
cell: (360) 589-3711

Tim Crose
Assistant Director
(360) 642-9382
cell: (360) 589-3374

III. CONTRACTOR PERSONNEL

The CONTRACTOR agrees that the following individuals will have primary responsibility for directing and managing the work under this Agreement, and that these individuals will be available to the COUNTY for consultation on all

substantive matters related to work progress, including regulatory agency communication during the period of the contract.

Dispatch

General
(206) 832-3000

Environmental Coordinator

Sheila Smith
(206) 832-3204

IV. DURATION OF AGREEMENT

This Agreement will commence upon contract execution and will terminate on March 31, 2013, with the option to extend the contract for additional twelve (12) month periods by mutual agreement, unless terminated by either party, with or without cause, upon thirty (30) days prior notice to the other party. Termination as herein provided will be in addition to, and not in lieu of, a party's right to terminate for breach. Termination will operate to discharge all obligations that are executory by either party on or after the effective date of termination, but any right of a party based on performance or breach of this Agreement prior to the effective date of termination will survive.

V. COST OF SERVICES

The CONTRACTOR agrees to provide the services specified under this Agreement at per Exhibit B. In the event that it becomes necessary to have an emergency hazardous waste collection, fees will be negotiated and assessed on a per event basis.

VI. INDEPENDENT CONTRACTOR

The CONTRACTOR agrees that it is acting as an independent contractor with the COUNTY and not as an employee of the COUNTY.

VII. COMPLIANCE WITH LAWS

The CONTRACTOR, in performance of this Agreement, will comply with all applicable local, state, and federal laws or regulations.

VIII. INDEMNIFICATION/HOLD HARMLESS

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 or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in 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, its 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.

IX. INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of _____ (min of \$1,000,000) or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that 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.

X. SAVINGS AND SEVERABILITY

If any provision, or portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, said provision(s), or portion(s) thereof, will be deemed severed and the remainder of this agreement will not be affected and will 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.

XI. SUBCONTRACTING

The services to be furnished under the terms of this agreement will be performed by the CONTRACTOR and will not be delegated or subcontracted in whole or in part without the express written consent of the COUNTY. Permission for subcontracting will not create any contract or any other relationship between the COUNTY and subcontractor. All subcontracts will contain all applicable provisions of this Agreement.

XII. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action will be initiated in the Superior Court of the State of Washington for Pacific County. The parties hereto agree that all questions will be resolved by application of Washington law and that the parties to such action will have the right of appeal from such decisions of Superior Court in accordance with the laws of the State of Washington. The CONTRACTOR

hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Pacific County.

XIII. TERMINATION

This Agreement may be terminated by the COUNTY without cause, in whole or in part, upon thirty (30) days written notice to the CONTRACTOR.

XIV. DISPUTES

Any disputes between the CONTRACTOR and the COUNTY concerning this Agreement will be referred for determination to the Pacific County Prosecutor whose decision in the matter will be final; provided, however, that if an action is brought challenging the Pacific County Prosecutor's decision, which will be subject to de novo judicial review.

XV. ATTORNEY'S FEES AND COST OF SUIT

In the event either party files a lawsuit, including appeals to the appellate courts, the prevailing party will be entitled to costs of suit, court costs and reasonable attorney fees.

XVI. SOLICITATION OF CONTRACT

The CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY will have the right to annul this contract without further liability.

XVII. NOTICES

All notices required or permitted under this Agreement will be in writing and will be deemed delivered when delivered in person or by certified mail, return receipt requested, postage prepaid to the person listed below.

If to the COUNTY:

Pacific County
Attn: Faith Taylor-Eldred
P. O. Box 68
South Bend, WA 98586

If to the CONTRACTOR:

Emerald Services, Inc.
Attn: Jon Schalkle
7343 E. Marginal Way S.
Seattle, WA 98108

Address changes by either party must be provided by written notice to the other in the manner set forth above.

XVIII. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations of understandings not incorporated herein are excluded. Further, any modification of the Agreement will be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2012.

Board of Pacific County Commissioners

Lisa Ayers, Chair

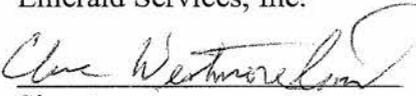
Norman "Bud" Cuffel

Jon Kaino

ATTEST:

Kathy Noren, Clerk of the Board

Emerald Services, Inc.



Signature

C.O.O.

Title

Exhibit A
Services Provided by Contractor

The CONTRACTOR must use dedicated trucks with appropriate spill containment and loading mechanisms. Drivers must be trained in accident prevention and defensive driving, proper loading and unloading procedures, use of personnel protective equipment, and in emergency response to spills or accidents involving hazardous materials, with refresher training provided at least annually.

With respect to collection of waste motor oil, the CONTRACTOR will:

1. Collect and transport to the end user, treatment facility, or processor of waste motor oil from the 350-gallon and larger collection tanks owned by Pacific County and located at the following locations:
 - Naselle – Junction of Highways 4 and 401;
 - Raymond – 2870 Ocean Avenue;
 - Ocean Park – 21910 Pacific Highway;
 - Long Beach – 318 N Second St;
 - Bay Center – 5 Main Street;
 - Seaview – 5016 Pacific Highway; and
 - South Bend – 304 Willapa Avenue.
2. Collect oil on a predetermined schedule or within twenty-four hours of a request by the Pacific County Department of Community Development.
3. Submit a log to the COUNTY within thirty (30) days of any services rendered, showing amount and location of oil pumped.
4. Screen the oil for unacceptable contaminants exceeding 1000 ppm using the Chlor-D-Tect Test prior to pumping. Oil below the maximum acceptable limits of contamination should be immediately pumped from the tank and delivered to the end user, treatment facility, or processor specified by the CONTRACTOR and agreed to by the COUNTY. Oil above the maximum acceptable limits of contamination shall be pumped from the tank within twenty-four (24) hours of the CONTRACTOR obtaining test results identifying the contaminant if the COUNTY declines to handling the hazardous material themselves.
5. Provide the COUNTY with a log showing the results of the initial contamination testing, date, equipment operator, and the actual gallons pumped of oil pumped from each tank within thirty (30) days of pumping of the tanks.
6. Assume responsibility for any spills or discharges that occur during pumping, and notify the COUNTY within thirty (30) minutes or after clean up has been completed, whichever is less, explaining the circumstances and quantity released.

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5. Provide the COUNTY with a log showing the results of the initial contamination testing, date, equipment operator, and the actual gallons pumped of oil pumped from each tank within thirty (30) days of pumping of the tanks.
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7. Provide contracted services in full compliance with all applicable federal, state, and local laws, rules and orders of agencies including, but not limited to the United States Environmental Protection Agency, the United States Department of Transportation, the Washington State Department of Ecology, the Washington Utilities and Transportation Commission, and the Washington State Department of Transportation.
8. Use licensed treatment, storage, and disposal facilities and provide the COUNTY with the facility locations and EPA/DOE identification numbers.
9. Complete the Uniform Hazardous Waste Manifest and any other necessary and appropriate paperwork/documentation for each shipment. If necessary the COUNTY will sign the manifest and receive a copy before transport. The CONTRACTOR shall take possession of the shipment when the manifest has been prepared and the loading begins.
10. Provide the supplemental material identification labels, including DOT placarding.
11. Maintain an EPA identification number as a transporter of hazardous waste, if required.

Exhibit B
Cost Associated with Waste Oil Management

Collection and management of waste oil in and around the County-owned waste oil collection tanks on a pick-up schedule defined in Exhibit A (2): **No Cost for non-hazardous oil collection.** Cost for hazardous material shall be negotiated on a per event basis. In the event of a contaminated oil collection tank the CONTRACTOR will notify Pacific County Department of Community Development and will give the County the option of handling the hazardous materials themselves.

The CONTRACTOR agrees to pay the County **\$0.51 per gallon** of oil collected. The fee will be submitted with the collection log to the County within thirty (30) days of any services rendered.