



## Washington State Mercury-containing Light Product Stewardship Program Collection Site Agreement

This Agreement dated and effective as of the 1 day of January 2015

Between:

**PCA Product Stewardship, Inc. (PCA)**, having a place of business at: 6020 Sycamore Ave.  
NW, Seattle, WA 98107  
("PCA"),

and

**Collector Business or Organization Name:** Kittitas County Solid Waste

**Business Legal Name** (if different): \_\_\_\_\_

**Contact Person:** Reno Allphin

**Phone:** 509-962-7542

**Fax:** 509-962-7087

**E-mail:** reno.allphin@co.kittitas.wa.us

(the "Collector")

**Collection Site Address** (or list multiple locations as an Addendum to this agreement).

925 Industrial Way Ellensburg WA 98926 and 50 #5 Mine Rd Cle Elum Wa

98922

Phone: 509-962-7542

Fax: 509-962-7087

**Operating Days and Hours:** Ellensburg- Monday – Friday 8 am- 4 pm closed on major  
holidays. Cle Elum – Tuesday – Saturday 8am-1pm and 1:30pm – 4pm closed on major  
holidays.

Collection Site information (if different from above)

Collection Site Operator's Name: \_\_\_\_\_

Collection Site Operator's Mailing Address (if different)

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Collection Site Operator's Phone: \_\_\_\_\_

Collection Site Operator's E-mail: \_\_\_\_\_

(the "Site")

**Whereas:**

- A. PCA is the designated stewardship organization for the Washington State mercury-containing lights product stewardship program and is operating the Program pursuant to the product stewardship plan as approved by Washington State Department of Ecology.
- B. The Program requires collection locations.
- C. The Collector operates one or more locations in Washington State.
- D. The parties wish to enter into this Agreement, which describes the terms and conditions under which the Collector will operate authorized collection locations for the Program for the products managed by the Program.

For good and valuable consideration, the parties agree as follows:

The parties wish to enter into this Agreement, which describes the terms and conditions under which the Collector will act as an authorized collection site for the Program.

**1.0 Definitions:**

1.1 **"Collection Site Guidelines"** means the compendium of information developed to assist collection sites in managing the collection and storage of Program Products in a way that will minimize the risk of personal injury and harm to the environment. Guidelines will be updated by PCA from time to time.

1.2 **"Covered Entity" or "Covered Entities"** means any household generator or person (defined in the Law as "...sole proprietorship, partnership, corporation, non-profit corporation or organization, limited liability company, firm, association, cooperative, or other legal entity located within or outside Washington state") who purchased the mercury-containing light at retail and delivers no more than ten mercury-containing lights to a registered collector on any given day.

1.3 **"Non-program Products"** means products not covered or included in the Program.

1.4 **"Program"** means the mercury containing lights product stewardship program operated in accordance with the provisions of the Revised Code of Washington (RCW) 70.275 (the "Law").

1.5 **"Program Products"** means lamps, bulbs, tubes, or other devices that contain mercury and provide functional illumination in homes, businesses, and outdoor stationary fixtures, consisting mainly of compact fluorescent lamps and fluorescent tubes.

**2.0 Appointment as Collection Site**

PCA hereby appoints the Collector as an authorized site for the collection of Program Products at the Site. This appointment authorizes Collector to receive Program Products as set forth herein

### **3.0 PCA Responsibilities**

3.1 PCA will supply or provide:

- (a) Collection Site Guidelines and updated versions when available;
- (b) collection containers for Program Products;
- (c) transportation services for the delivery of empty collection containers and pickup of full collection containers; and
- (d) broken light clean-up kit
- (e) posters, banners and/or other signage;
- (f) management and recycling or proper disposal of the collected lamps in accordance with the Program Plan and applicable laws and regulations.
- (g) education and promotion relating to the Program.

### **4.0 Collector Responsibilities**

4.1 The Collector agrees to provide collection services at the Site to the Program in accordance with the following Program requirements:

- (a) Program Products must be accepted from Covered Entities free of charge up to the daily limits provided in the Law as described in the Collection Site Guidelines. The Collector shall be responsible for any products including Program Products accepted from entities other than Covered Entities, or from Covered Entities in excess of the daily limits provided in the Law.
- (b) all collected Program Products accepted from Covered Entities up to the daily limits provided in the Law must be provided to a transporter or processor authorized by PCA.
- (c) collectors must comply with the standards for collection of small quantities of universal waste (WAC 173-303-573), as well as all other applicable laws, rules, and local ordinances. Collection Site Guidelines provided by PCA will outline these responsibilities.

4.2 As an approved collection site, the Collector must:

- (a) notify PCA of changes in hours and days of operation;
- (b) handle collected lights in a way that prevents releases of mercury to the environment;
- (c) not intentionally crush or process collected Program Products.
- (d) have a mercury release response plan that describes the materials, equipment, and procedures to clean up broken lights.
- (e) have a worker safety plan that describes safe handling procedures to protect worker health and safety;
- (f) package and ship collected lights using supplies provided by PCA.
- (g) ensure Collector's staff are trained in the safe handling, storage and packaging of lights accordance with Program Guidelines.
- (h) take reasonable measures to protect the collection containers supplied by the Program and their contents;
- (i) prepare full collection containers in accordance with the Collection Site Guidelines for pick-up by the contracted transporter or courier company appointed by PCA.
- (j) complete required documentation as specified in the Collection Site Guidelines;
- (k) display collection site signage and or posters provided by the Program;
- (l) make Program promotional materials, supplied by PCA, available to customers;

- (m) provide and maintaining a storage area for Program Products that is secure, weather tight and in compliance with local, state, and federal regulations.
- (n) provide on-site staff assistance or oversight of public drop-off area to ensure only Program Products are accepted.

4.3 The Collector must allow the Washington State Department of Ecology or PCA access for inspections to determine compliance with the Collection Site requirements.

4.4 The Collector acknowledges that no payment will be made to the Collector by PCA under this agreement. The parties may negotiate payments to the Collector for other non-collection services provided by the Collector.

## **5.0 Agreement Term and Termination**

5.1 The term of this Agreement shall be continuous, without a specified termination date. PCA or Collector may terminate this Agreement at any time upon 120 days written notice to the other party, without cause, and following termination the Collector agrees to make available for pick-up all materials supplied to Collector by the Program.

5.2 If a party:

- (a) fails in the strict performance of any part of this Agreement; or
- (b) is sold, liquidated, or becomes insolvent, or if a custodian or receiver is appointed for its business or any of its property, or if the party makes an assignment, proposal, or arrangement for the benefit of creditors, or if it files or has filed against it a petition of bankruptcy that is not dismissed within 30 days after filing, or if the party discontinues its business for any reason, the other party shall have the right upon the occurrence of such event to terminate this Agreement at any time thereafter.

## **6.0 Risk Management**

6.1 The Collector shall maintain, at its own expense, adequate insurance (the "Insurance") for the services to be performed under this Agreement, including the insurance coverage set out below:

- (a) comprehensive general liability coverage with limits of not less than \$1,000,000 (one million dollars) per occurrence; If requested by the Washington State Department of Ecology or PCA, the Collector must provide documentation indicating that the liability policy is in place with contact information for the insurance carrier or agent.
- (b) Workers Compensation Insurance (statutory)

provided that if for any reason the Collector does not have the required insurance, the parties acknowledge that the Collector is an independent contractor supplying services to PCA under this Agreement at the Collector's own risk, including, without limitation, risk of fire, property, personal injury or any other loss or damage of any nature whatsoever arising from the Collector's performance of the services under this Agreement.

6.2 PCA shall maintain pollution liability insurance with limits of not less than \$1,000,000 (one million dollars) per occurrence and shall ensure that authorized processors shall maintain pollution liability insurance with limits of not less than \$1,000,000 (one million dollars) per occurrence and that authorized transporters shall maintain automotive liability insurance with limits of not less than \$1,000,000 (one million dollars) per occurrence, \$1,000,000 policy aggregate limit.

6.3 Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, volunteers, officers, or agents in the performance of this

Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

#### **7.0 Covenants of PCA**

7.1 PCA covenants, represents and warrants to the Collector that:

- (a) PCA is a non-profit corporation validly existing under the laws of Washington;
- (b) the execution and delivery of this Agreement has been validly authorized by PCA.

#### **8.0 Covenants of the Collector**

8.1 The Collector covenants, represents and warrants to PCA that:

- (a) the Collector is a municipal agency or a validly existing business entity in good standing and qualified to carry on business in Washington State.
- (b) the execution and delivery of this Agreement has been validly authorized by the Collector.
- (c) the Collector shall perform its obligations under this Agreement in a safe and efficient manner and in compliance with all local, state and federal laws, bylaws, regulations, and contractual terms applicable to the performance of its obligations under this Agreement, including, without limitation, applicable environmental laws such as Washington's universal waste law and regulations.
- (d) the Collector's employees are qualified and trained to perform the obligations of the Collector under this Agreement;
- (e) the Collector's licenses, permits, and any other authorizations required to operate its business, are, and shall be, in good standing during the term of this Agreement;
- (f) the Collector consents to the publication by the Program of the address, telephone number and hours of operation of the Site(s) and the promotion of the Site(s) as an official Program collection location(s). The Collector may not advertise as an authorized collection site without the prior written consent of the PCA.

#### **9.0 Other**

9.1 The Collector acknowledges that it is an independent contractor supplying services to, and not a subcontractor of, the Program and that the Collector is supplying services to the Program under this Agreement at the Collector's own risk, including, without limitation, risk of fire, property, personal injury or any other loss or damage of any nature whatsoever arising from the Collector's performance of the services under this Agreement.

9.2 Notwithstanding anything contained in this Agreement, either party's performance of its obligations under this Agreement shall be suspended during a delay (the "Unavoidable Delay") caused by fire, strike or other casualty or contingency beyond the reasonable control of a party. Each party shall notify the other party of the Unavoidable Delay which may prevent the party from performing its obligations under this Agreement.

9.3 This Agreement shall be the entire agreement between the parties and supersedes any prior agreement. No party shall be bound by any warranty or agreement not included in this Agreement and, in particular, no warranty of a party not expressed in this Agreement shall be implied.

9.4 This Agreement may be executed in any number of counterparts, and each executed counterpart shall be considered an original. All executed counterparts taken together shall constitute the agreement.

9.5 Any communications under this Agreement shall be in writing and delivered by hand or transmitted by telecopy to the address and telecopy number of each party set out at the beginning of this Agreement.

**TO EVIDENCE THEIR AGREEMENT** each of the parties has executed this Agreement on the  
date set out above.

Kittitas County  
(Collector Legal Name)

By:

[Signature]  
(Authorized signatory)

**PCA Product Stewardship, Inc.**

By:

[Signature]  
Mark Kurschner, President (Print Date)

Paul Jewell, Board Chairman  
(Print Name, Title, Date)

11/4/14