

# Kittitas County Solid Waste

## Agenda Staff Report

**AGENDA DATE:**

12/18/2012

**ACTION REQUESTED:**

Kittitas County Solid Waste is requesting signature on agreement, for fluorescent light collection site.

**BACKGROUND:**

Kittitas County Solid Waste already collects fluorescent bulbs from households and small businesses. This program will cover disposal cost.

**INTERACTION:**

Kittitas County Solid Waste. Kittitas County Prosecutors Office. PCA Product Stewardship, Inc.

**RECOMMENDATION:**

Kittitas County Solid Waste recommends the Commissioners sign the agreement.

**HANDLING:**

Three signed copies to Kittitas County Solid Waste.

**LEAD STAFF:**

Reno Allphin

**Product Care  
Washington State Fluorescent Light Stewardship Program  
Collection Site Agreement**

This Agreement dated and effective as of the 1 day of February 2013.

Between:

**PCA Product Stewardship, Inc. (PCA)**, having a place of business at: 5917 38th Ave SW,  
Seattle, WA 98126, USA  
("PCA"),

and

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

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

**Contact Person:** Reno Allphin

**Contact Person Mailing Address:** 925 Industrial Way Ellensburg WA 98926

**Phone:** 509-962-7542 **Fax:** 509-962-7087

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

("Collector")

**Whereas:**

- A. PCA has been contracted by WA State Department of Ecology to implement a state-wide mercury lamp collection and recycling program to begin January 1, 2013.
- B. The program requires collection sites.
- C. The Collector operates one or more locations in WA.
- D. 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 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 **"Program"** means the mercury containing lights product stewardship program operated in accordance with the provisions of the Revised Code of Washington (RCW) 70.275.

1.2 **"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.

1.3 **"Collection Site Guidelines"** means the compendium of information including collection site standards and other procedures 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 the Program from time to time.

1.4 **"Covered Entity"** or **"Covered Entities"** means a single-family or a multifamily household generator and persons that deliver no more than fifteen mercury-containing lights to registered collectors for a product stewardship program during a ninety-day period

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

## 2.0 Appointment as Collection Site

PCA hereby appoints the Collector as an authorized site for the collection of Program Products for the term of this Agreement at the following location. Collectors with multiple locations should complete Appendix A of this agreement.

Collection Site Address: 925 Industrial Way Ellensburg WA 98926

Collection Site Days/Hours: Monday- Friday 8am- 4pm

Collection Site information (if different from above)

On-site Contact Person: \_\_\_\_\_

Collection Site Phone: \_\_\_\_\_

Collection Site Fax : \_\_\_\_\_

Collection Site E-mail: \_\_\_\_\_

(the "Collection Site")

## 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) light spill kit,
- (e) consumer brochures and 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 to the Program in accordance with the Collection Site Guidelines. The Collector is responsible for:

- (a) ensuring Collector's staff are trained in accordance with Program Guidelines.

- (b) accepting Program Products from Covered Entities during normal business hours, without charge and taking reasonable efforts to minimize the quantity of Non-program Products placed in the collection containers;
- (c) taking reasonable measures to protect the collection containers supplied by the Program and their contents;
- (d) preparing full collection containers in accordance with the Collection Site Guidelines for pick-up by the contracted transporter or courier company appointed by PCA.
- (e) completing required documentation as specified in the Collection Site Guidelines;
- (f) displaying collection site signage and posters provided by the Program;
- (g) making Program brochures supplied by PCA available to customers;
- (h) providing and maintaining a storage area for Program Products that is secure, weather tight and in compliance with local, state, and federal regulations.
- (i) making reasonable efforts to accept a maximum of 15 Program Products during a 90-day period from any Covered Entity.
- (j) providing on-site staff assistance or oversight of public drop-off area to ensure only Program Products are accepted.

4.2 The Collector acknowledges that no payment will be made to the Collector by PCA under this agreement.

## **5.0 Agreement Term and Termination**

5.1 This 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 Reports by Collector, Spill Procedure**

6.1 The Collector shall provide the following reports to the Program:

- (a) report of any spills or any health or safety incidents as soon as possible after the occurrence; and
- (b) any other reports required under applicable regulations or reasonably required by the Program

6.2 If a health and safety incident related to the Program occurs, the Collector shall follow emergency procedures in the Collection Site Guidelines including the required report.

## **7.0 Risk Management**

7.1 PCA shall include the Collector as an additional insured on any policies of insurance maintained by PCA for environmental impairment liability relating to the services provided by the Collector at the Collection Site for the Program.

7.2 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; and
- (b) worker compensation insurance

7.3 Within five business days of PCA's request, the Collector shall supply PCA with satisfactory evidence of the Insurance. To the extent that the Collector does not have the 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.

7.4 PCA shall indemnify, defend and hold harmless the Collector and its employees, officers, directors, agents and subcontractors against any and all claims, suits, actions, damages, costs, losses, obligations, judgments, charges, fines and expenses of any nature whatsoever arising from:

- (a) any breaches of any covenants, representations and warranties of PCA contained in this Agreement; and
- (b) any negligent or wilful act or omission by PCA and its employees, officers, directors, agents or subcontractors in the performance of its obligations under this Agreement.

7.5 Subject to the provisions of this Agreement, the Collector shall indemnify, defend and hold harmless PCA and its employees, officers, directors, agents, and subcontractors, against any and all claims, suits, actions, damages, costs, losses, obligations, judgments, charges, fines and expenses of any nature whatsoever arising from:

- (a) any negligent or wilful act or omission by the Collector and its employees, officers, directors and agents in performance of its obligations under this Agreement; or
- (b) any breach by the Collector of any term or condition of this Agreement.

## **8.0 Covenants of PCA**

8.1 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.

## **9.0 Covenants of the Collector**

9.1 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 (see <https://fortress.wa.gov/ecy/publications/publications/98407c.pdf>)
- (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 Collection Site(s) and the promotion of the Collection 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.

#### 10.0 Possible Assignment of this Agreement

In the event that PCA is not appointed by WA Ecology as the "Contracted Stewardship Organization", in accordance with the provisions of the applicable law, with authority to manage the Program on and after January 1, 2013, then this contract is null and void unless PCA assigns this agreement in writing to another entity that is so authorized, but only with the written consent of the Collector.

#### 11.0 Other

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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 Solid Waste**

(Collector Legal Name)

By:

**PCA Product Stewardship, Inc.**

By:

(Authorized signatory)

Mark Kurschner, President (Print Date)

(Print Name, Title, Date)

**Appendix A**  
**Additional Collection Locations:**

<b>Collection Site Address City, State, Zip Code</b>	<b>Operation Days and Hours</b>	<b>On-Site Contact Person:</b>	<b>Contact E-mail:</b>	<b>Site Phone:</b>	<b>Site Fax:</b>
50 #5 Mine Rd. Cle Elum WA 98922	Tuesday- Saturday 8am-1am and 1:30 pm -4pm	Reno Allphin	reno.allphin@co.kitt itas.wa.us	509-649-2921	