

SCRAP METAL REMOVAL AND PURCHASE AND FREON REMOVAL SERVICES AGREEMENT

This agreement is made as of this 1th day of January, 2019, by and between County of Jackson, North Carolina ("County") and Metalwood Recycling ("Contractor").

WHEREAS, the County has a transfer station to ensure the availability of an economical and environmentally sound method to handle and dispose of municipal solid waste (MSW), construction and demolition (C&D) waste, recyclables and scrap metals generated within the County; and

WHEREAS, Contractor is in the business of removal and purchase of scrap metals and refrigerant removal; and

WHEREAS, the County desires to secure services to remove and purchase scrap metal and also remove refrigerant using properly licensed personnel, and keep accurate records related of this activity; and

WHEREAS, the County agrees to retain Contractor to remove and purchase scrap metal and also remove refrigerant using properly licensed personnel; and

WHEREAS, in reliance on this Agreement, the Contractor will secure and maintain the necessary equipment and personnel to service the foregoing objectives of the County.

NOW THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

COUNTY OBLIGATIONS

The County agrees to provide to the Contractor, all scrap metal delivered to the Staffed Recycling Centers.

The County shall allow the Contractor access to the Transfer Station during the normally scheduled operating hours of 7:00 a.m. to 4:00 p. m. Monday - Friday and 7:00 a.m. until noon on Saturday, or by special arrangement otherwise.

The County will provide the Contractor with a schedule of the operating hours of the Transfer Station, including holidays. The County will notify the Contractor of any changes in such schedule of operation as they occur.

The County will provide delivery of the scrap metal to the contractor's facility if both parties agree.

SCOPE OF SERVICE-CONTRACTOR OBLIGATIONS

The Contractor shall assume liability for obtaining necessary permits and approvals from relevant federal, state and local government agencies having jurisdiction over the processing and transportation of scrap metal.

The Contractor shall be responsible for the removal of refrigerant. The Contractor shall adhere and comply with all environmental laws, rules, and regulations and is certified by EPA in refrigerant recovery. Also the Contractor shall meet all requirements of the Clean Air Act. The Contractor agrees to and meets all rules and regulations set by OSHA standards. The Contractor shall provide the County a refrigerant manifest upon completion of the job.

The Contractor shall keep and maintain all equipment necessary to provide the services.

The Contractor agrees to compensate the County within 30 days of accepting the material for sale.

COMPENSATION TO COUNTY

The compensation due to County from Contractor shall be seventy five percent (75) of the revenue derived from the Contractor's sale of the County's scrap metal, for the term of this contract. Contractor may not unilaterally change this payment structure without breaching this agreement.

TERM OF CONTRACT

This agreement shall be effective on full execution by the parties. The term of this Agreement shall be three years commencing on January 1, 2019 and end on December 31, 2022.

NONDISCRIMINATION

The Contractor shall not discriminate against any person because of sex, race, age, creed, color, religion, or national origin.

REPRESENTATIONS AND WARRANTIES OF COUNTY

The County warrants that it will undertake reasonable efforts to exclude regulated waste, municipal solid waste, hazardous waste, and special waste from the Transfer Station. The County warrants that it shall exercise its best effort to operate the Transfer Station in compliance with applicable federal, state, and local laws throughout the term of this Agreement.

INDEMNIFICATION

The Contractor shall hold harmless the County, its officers, agents, servants, and employees from and against all court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees arising out of award of this contract for a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

INSURANCE

Contractor shall provide and maintain the following minimum coverage:

Workers Compensation- Statutory limits
General Liability/Automobile Liability and Property- \$1,000,000 per occurrence.
\$2,000,000 aggregate

Contractor shall provide a certificate of insurance to the County, representing that all required coverage is maintained by the Contractor.

TERMINATION

This Agreement may be terminated by either party for any reason with 90 days written notice to the other party.

DEFAULT

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of breach or default, unless a longer period is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and or (c) have recourse to any other right or remedy to which it might be entitled to by law, including but not limited to, the right for all damage and loss suffered as a result of the termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

AMENDMENT AND MODIFICATION

This Agreement may be amended, modified, or supplemented only by written mutual consent of the parties hereto.

ASSIGNABILITY OF CONTRACT

Either party may not assign this Agreement in whole or in part without the prior written consent of the other party.

GOVERNING LAW

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of North Carolina.

NOTICES

All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and effective when received, and delivery shall be made personally or by registered or certified mail, return receipt requested, addressed as follows:

1. If to County:

Jackson County
Attn: County Manager
401 Grindstaff Cove Road,
Suite A207
Sylva, NC 28779

2. If to Contractor:

Metalwood Recycling
Attn: Mr. Randy Kinsland
656 Skyland Drive
Sylva, NC 28779

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto in respect of the subject matter contained herein. There are not restrictions, promises, representations, warranties, covenants or promises other than those expressly set forth or referred to herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed this 3rd day of December, 2018 written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

COUNTY OF JACKSON:

By: _____
Brian T. McMahan, Chairman, Board of
Commissioners

Metalwood Recycling

By: 
Randy Kinsland, Owner

ATTEST:

Angela M. Winchester, Clerk to the Board