

**INTERLOCAL AGREEMENT FOR MUNICIPALITIES TO PARTICIPATE IN
DRAFTING THE 2021 THURSTON COUNTY SOLID WASTE MANAGEMENT PLAN
AND HAZARDOUS WASTE PLAN UPDATES**

WHEREAS, The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provides for cooperative planning among cities and counties; and

WHEREAS, It is to the mutual advantage of Thurston County (“County”) and the City of Olympia (“City”) and their community members to provide for continued, integrated solid waste and hazardous waste management planning and solid waste programs, and

WHEREAS, the County and City have participated in the past in the development and implementation of the 2013 Thurston County Comprehensive Solid Waste Management Plan and integrated Hazardous Waste Plan (collectively, the “Plan”); and

WHEREAS, the City has been operating under an Intergovernmental Agreement for Solid Waste Management with the County and other local municipalities dated May 24, 2012; and

WHEREAS, 70A.205.075(2)(c) states that the Plan shall be reviewed and revised, if necessary, every five (5) years; and

WHEREAS, RCW 35.21.152 recognizes the City’s authority over solid waste handling, including solid waste collection and associated educational programs; and

WHEREAS, The County owns, operates, and manages solid waste handling programs and system (collectively “System”) under Chapter 36.58 RCW. RCW 36.58.040 recognizes the County’s authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries; and

WHEREAS, the City has the opportunity to reaffirm its inclusion in the joint plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

1. AGREEMENT.

THIS AGREEMENT FOR THURSTON COUNTY SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND HAZARDOUS WASTE PLAN UPDATES (“Agreement”) is made and entered into by and between Thurston County, a political subdivision of the State of Washington, and the City of Olympia, a Washington municipal corporation. The County and City are each a “Party” and collectively the “Parties” to this Agreement. The Parties agree as follows. The above-recitals and findings are hereby incorporated in this Agreement by this reference.

2. PURPOSE.

The purpose of this Agreement is to authorize the County under chapters 70A.105 and 70A.300 RCW to prepare and adopt an update to the Plan with the participation of the City, and for the County to provide certain solid waste management planning and handling services.

3. FINANCING, FUNDS, AND BUDGET.

3.1 The costs of Plan administration and implementation are through the County Solid Waste Fund ("Fund"). The Fund is established by the County and maintained through user fees, grants, gifts, loans, and other lawful funding sources. The Fund is dependent on the support of the City through this Agreement. The County shall maintain the Fund as a dedicated fund within the County budget. The County shall budget and account for all revenues and expenditures in connection with the Plan subject to this Agreement through this Fund.

3.2 The County may from time-to-time adopt by motion, resolution, or ordinance, such rates and charges necessary to recover all costs of the County's solid waste planning, management, and handling activities, including for solid waste processing and disposal, defense and payment of claims, capital improvements, landfill closure and post closure costs, public education relating to solid waste handling, and waste reduction and recycling.

4. SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PLAN ADMINISTRATION.

4.1 The County shall provide solid waste planning and management services for solid waste generated within the City. The County shall plan for hazardous waste planning and management within the City. The County shall serve as the planning authority for the Plan, except for such planning that is the responsibility of federal or state governments. The City shall participate in the Plan, as may be updated from time-to-time. Under RCW 70A.205.040 and RCW 70A.300.350, the City authorizes the County to include in the Plan provisions for the management of solid waste and hazardous waste generated within the City.

4.2 After adoption of the Plan by the County following the process under chapters 70A.205 and 70A.300 RCW, and by the City pursuant to this Agreement, the County shall administer the Plan and has full authority to implement solid and hazardous waste management programs and services consistent with the Plan, for the City and the residents within the City boundaries. The County shall conduct such management in conformance with all state and federal laws and regulations. Notwithstanding the foregoing, the County has no responsibility for the regulation or management of solid waste collection within the City corporate limits, or for hazardous waste handling or disposal. The County may maintain a program for collection and disposal of hazardous household substances.

5. EDUCATION.

The County shall provide support and technical assistance to the City for educational resources and materials related to waste reduction and recycling strategies.

6. SOLID WASTE DISPOSAL.

The County shall continue to provide for the efficient disposal of solid waste generated within the unincorporated areas of the County and the City, consistent with the Plan. The County is the operating authority for processing, transfer, and disposal of solid waste generated within the unincorporated areas of the County and the City and the City hereby designates the County System for the processing, transfer, and disposal of solid waste generated in the City. The County is not responsible for solid waste that has been eliminated through recycling activities consistent with the Plan and lawfully permitted.

8. ENFORCEMENT.

The County has primary responsibility for enforcement of laws and regulations requiring solid waste disposal at sites designated by the County.

9. ACCOUNTING.

The County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of the City may inspect the accounting concerning the County solid and hazardous waste management programs at any reasonable time.

10. PROPERTY.

Title to all property acquired with funds from the Fund vests in the County. In the event of sale of any property acquired using the Fund, the County shall deposit proceeds from the sale in the Fund or as otherwise required or permitted by law, regulation, grant, or contract.

11. INSURANCE AND INDEMNIFICATION.

11.1 Consistent with its management responsibilities under this Agreement, the County shall maintain public liability insurance with limits in accordance with standard practice for its solid waste system, programs, and operations.

11.2 The County shall indemnify, hold harmless, and defend the City and its officers and employees against any claims for personal injury or property damage arising out of the County's management and operations of the solid waste system, including those set out in the Plan. The County's indemnification, hold harmless, and defense obligations under this Section do not apply to any claims arising out of the actions of the City or any activities under the City's control.

12. GENERAL.

12.1 No Third Party Beneficiaries. This Agreement does not benefit any person who is not a Party, and there are no third party beneficiaries of this Agreement.

12.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of or relating to this Agreement is the Superior Court of Washington for Thurston County.

12.3 Effect on Preceding Contract. This Agreement, upon its execution by the Parties, supersedes any prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan and Hazardous Waste Management Plan, or related agreement.

12.4 Entire Agreement. This Agreement, along with the Plan as adopted by the Parties, constitutes the entire Agreement between the Parties. Any written or verbal agreements that are not set out in this agreement are expressly excluded.

12.5 No Separate Legal Entity Created; No Property to Be Jointly Held. No separate legal entity is created by this Agreement. In carrying out this Agreement, the Parties will not jointly acquire, hold, or dispose of real or personal property. Any real or personal property used by a Party in carrying out this Agreement remains the property of that Party.

12.6 Recording. Prior to its entry into force, the County shall file this Agreement with the Thurston County Auditor's Office.

13. PLAN ADOPTION

13.1 The County and the City shall both adopt the final Plan through resolution of their governing bodies. The Plan shall be reviewed and, if deemed necessary, revised, at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

14. DEFINITIONS.

14.1 “County drop box facilities” means the Rainier Drop-Box Facility located at 13010 Rainier Acres Road, Rainier, Washington, the Rochester Drop-Box Facility located at 16500 Sargent Road, Rochester, Washington, and such other drop box facilities designated from time to time by the County or in the SWMP as facilities for the placement of a detachable container to receive solid waste from off site, including the area adjacent for necessary entrance and exit roads, unloading, and turn around areas.

14.2 “County transfer stations” means the Thurston County Waste and Recovery Center transfer station located at 2420 Hogum Bay Road Northeast, Lacey, Washington, and such other transfer station facilities designated from time to time by the County or in the SWMP as facilities for receipt of solid waste from off-site from persons or route collection vehicles for consolidation into transfer vehicles, vessels, or containers for transport to a solid waste handling facility.

14.3 “Department” means the Thurston County Department of Public Works, or such other department or division of County government as may be designated from time-to-time.

14.4 “Director” means the Director of the Department, or designee.

14.5 “Ecology” means the Washington Department of Ecology.

14.6 “Hazardous Waste Management” means the management and handling of certain material under Chapter 70A.300 RCW. “Hazardous waste” means the following, as set forth in RCW 70A.300.010, as now or hereafter amended:

14.6.1 "Hazardous household substances" means those substances identified by Ecology as hazardous household substances in the guidelines developed by Ecology.

14.6.2 "Hazardous substances" or "hazardous materials" means those substances or materials identified as such under regulations adopted pursuant to the federal hazardous materials transportation act, the toxic substances control act, the resource recovery and conservation act, the comprehensive environmental response compensation and liability act, the federal insecticide, fungicide, and rodenticide act, the occupational safety and health act hazardous communications standards, and the state hazardous waste act.

14.6.3 "Moderate risk waste" means (a) any waste that exhibits any of the properties of dangerous waste but is exempt from regulation under chapter 70A.300 RCW solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes that are generated from the disposal of substances identified by Ecology as hazardous household substances.

14.6.4 “Inert waste” means the following solid waste if it has not been tainted, through exposure from chemical, physical, biological or radiological substances, such that it presents a threat to human health or the environment greater than that inherent to the material: cured concrete, asphaltic materials, brick and masonry, ceramic materials produced from fired clay or porcelain, glass and stainless steel and aluminum, or as otherwise authorized for disposal at an inert waste facility as described in WAC 173-350-410.

14.7 “Participating City” means any city that authorizes the County to prepare its solid waste management plan for inclusion in the SWMP, including any city that may in the future participate in preparing a joint city-County plan for solid waste management, and any city or town that participates in the system.

14.8 “Person” means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever, including any affiliate that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person.

14.9 “SWMP” means the comprehensive solid waste management plan adopted and amended from time to time by the County and approved by the Washington State Department of Ecology pursuant to chapter 70A.205 RCW, providing for, among other items, planning for solid waste handling within the County. The SWMP also includes the separate Hazardous Waste Management Plan adopted by the County under chapters 70A.205 and 70A.300 RCW.

14.10 “Solid waste” or “wastes” means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to MSW, garbage, rubbish, ashes, commercial waste, industrial wastes, demolition and construction wastes, inert wastes, abandoned vehicles or parts thereof, recyclable materials, and unrecovered residues from reclamation operations. See WAC 173-350-021 to determine if material is a solid waste.

14.11 “Solid waste handling” means the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste. See WAC 173-350-100 for expanded definition.

14.12 “System” means the comprehensive County-wide system or systems of solid waste handling, and any successor solid waste system or systems, established under chapter 36.58 RCW and other state laws, which includes without limitation the operation and maintenance of the system disposal sites under this chapter, the regulation of solid waste handling facilities under Title 15 TCC, the SWMP and the rules and regulations of the Board of Health, and the designation of system disposal sites for, and the method or methods of transfer and disposal of, all solid waste generated and collected in the system areas, as established, designated, identified, or otherwise provided by the County.

14.13 “System areas” means all unincorporated areas of the County, all incorporated areas of the participating cities and, subject to separate agreement with the County, the areas of any other local government entities.

14.14 “System disposal sites” means the County transfer stations, the County drop box facilities and such other sites designated from time to time by the County or the SWMP as disposal sites of the system.

14.15 “Thurston County Code” or “TCC” is the codification of County ordinances.

15. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

16. EFFECTIVE DATE; TERM; EXECUTION.

This Agreement is in force and remains in effect from the date of the last signature from each of the City and County (“Effective Date”). This Agreement expires the earlier of ten (10) years from the Effective Date or the upon the Agreement’s amendment or replacement by a new agreement, unless earlier terminated as provided in this Agreement. Prior to its expiration, this Agreement may be terminated by mutual written agreement of the parties, or this agreement may be terminated by the City, upon sixty (60) days’ written notice, if the County ceases to operate its

waste and recovery facility at Hawks Prairie, or reduces or changes its operation of that facility in a manner substantially detrimental to the City's solid waste program.

THURSTON COUNTY

CITY OF OLYMPIA

Chairman, Board of County Commissioners

Steven J. Burney, City Manager

Dated:_____

Dated:_____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

Michael M. Young

Deputy City Attorney

By: Rick Peters
Deputy Prosecuting Attorney