

INTERLOCAL AGREEMENT FOR THURSTON COUNTY  
SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND  
HAZARDOUS WASTE PLAN UPDATES  
BETWEEN THURSTON COUNTY AND CITY OF TUMWATER

THIS INTERLOCAL 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 ("County") and the City of Tumwater, a Washington municipal corporation ("City") this 6<sup>th</sup> day of July, 2021 ("Effective Date"). The County and City are each a "Party" and collectively the "Parties" to this Agreement.

WHEREAS, RCW 35.21.152 recognizes the City's authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries; and

WHEREAS, RCW 35.21.152 and RCW 39.34 authorize the City to enter contracts with the County for purposes of solid waste handling; and

WHEREAS, The County owns, operates and manages solid waste handling programs and system (collectively "System") under Chapter 36.58 RCW, and 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, RCW 36.58.040 and RCW 39.34 authorize the County to enter contracts with the City for purposes of solid waste handling; and

WHEREAS, The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provide for cooperative planning among cities and counties; 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 the integrated County Hazardous Waste Plan (collectively, the "Plan"); and

WHEREAS, It is to the mutual advantage of the County and the City and their residents to contract to provide for continued, integrated solid waste and hazardous waste management planning and solid waste programs, including the designation of solid waste handling systems and facilities;

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

**1. PURPOSE.** The purpose of this Agreement is to provide a framework for the County and City, under chapters 70A.205 and 70A.300 RCW, to jointly prepare and adopt updates to the Plan, and for the County to provide certain solid waste management planning and handling services.

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## **2. FINANCING, FUNDS AND BUDGET.**

2.1 The costs of Plan administration and implementation shall be 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 as outlined in the Plan and agreed upon by the County and City. The County shall maintain the Fund as a dedicated fund within the County budget. All revenues and expenditures in connection with the Plan subject to this Agreement shall be budgeted and accounted for through this Fund.

2.2 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, waste reduction, recycling and public education relating to solid waste handling, waste reduction and recycling consistent with the Plan and applicable laws.

2.3 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 shall have the right to inspect the accounting concerning the County solid and hazardous waste management programs at any reasonable time.

## **3. SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PLAN ADMINISTRATION.**

3.1 The County shall provide solid waste planning and management services for solid waste generated within the City consistent with the Plan and this Agreement. The County shall plan for hazardous waste planning and management within the City consistent with the Plan and this Agreement. 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(3) 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 consistent with this Agreement and federal, state and local laws and regulations.

3.2 After adoption of the Plan by the County and the City following the process under Chapters 70A.205 and 70A.300 RCW, pursuant to this Agreement, the County shall administer the Plan and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plan and this Agreement, for the City and the residents within the City boundaries. County management shall be conducted in conformance with all state, local 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.

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

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**5. 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 and this Agreement. The County shall be the operating authority for processing, transfer and disposal of solid waste generated within the unincorporated areas of the County and the City. The County shall not be responsible for solid waste that has been eliminated through recycling activities consistent with the Plan and lawfully permitted.

**6. ENFORCEMENT.** The County shall have primary responsibility for enforcement of laws and regulations implementing the Plan and requiring solid waste disposal at sites designated by the County. The City shall cooperate with County in enforcement efforts, and by ordinance shall provide that it is a violation of City law to dispose of waste outside of the System without County approval. When legally feasible, the County shall bring enforcement actions relating to solid waste handling under this Agreement Section 6. However, when the County lacks legal authority to bring an enforcement action, the County may request in writing that the City bring such an enforcement action. The County shall provide all such information as may be necessary to support the action. The City shall cooperate with such a request or otherwise take action to ensure that all solid waste generated and/or collected within the City is disposed at the County designated disposal site(s). The County shall pay all reasonable attorney fees and costs incurred by the City in taking such enforcement actions.

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

**8. INSURANCE AND INDEMNIFICATION.**

8.1 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.

8.2 The County hereby indemnifies and holds harmless the City and shall defend the City 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, or defense obligations under this Section do not apply to any claims arising out of the actions of the City or any activities under a City's control.

**9. EFFECTIVE DATE; TERM; TERMINATION; EXECUTION.**

9.1 This Agreement shall be in force and remain in effect beginning on the Effective Date. The Agreement term shall be ten (10) years from the Effective Date. The Agreement may be amended or extended upon mutual written agreement of the Parties.

9.2 This Agreement may be terminated as follows:

9.2.1 By City. After City adoption and Ecology approval of a City Comprehensive Solid Waste Management Plan that provides for management of solid waste

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outside of the County system, the City may terminate this Agreement following twelve (12) months' notice in writing to County.

9.2.2 By County. Upon County adoption and Ecology approval of a County Comprehensive Solid Waste Management Plan that does not provide for management of solid waste originating within the City, the County may terminate this Agreement following twelve (12) months' notice in writing to City.

9.2.3 By Both Parties. This Agreement may be terminated at any time upon mutual agreement of the Parties.

9.3 This Agreement has been executed by each Party on the date set forth below.

## 10. GENERAL.

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

10.2 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 shall be the Superior Court of Washington for Thurston County or in the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

10.3 Effect on Preceding Agreement. This Agreement, upon its Effective Date, supersedes any prior intergovernmental agreement for the Thurston County Comprehensive Solid Waste Management Plan and Hazardous Waste Management Plan, or related agreement.

10.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. Any written or verbal agreements that are not set out in this Agreement are expressly excluded. Any amendments or modifications to this Agreement must be agreed in writing by the Parties.

10.5 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.

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

10.7 Compliance with Laws. Each Party shall comply with federal, state and local laws and regulations. Specifically, the Parties retain ultimate authority for land use and development decisions within their respective jurisdictions and each Party shall comply with the other Party's local land use laws and regulations.

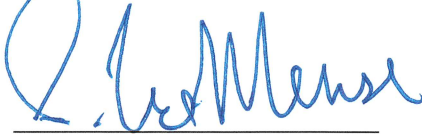
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**11. DISPUTE RESOLUTION.**

The Parties mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services shall be divided equally between the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

THURSTON COUNTY



Tye Menser  
Chairman, Board of County  
Commissioners

Date: 8-18-21

CITY OF TUMWATER

DocuSigned by:



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Pete Kmet  
Mayor

Date: 7/12/2021

ATTEST:



Amy Davis  
Clerk of the Board

ATTEST:

DocuSigned by:



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Melody Valiant  
City Clerk

APPROVED AS TO FORM:

JON TUNHEIM

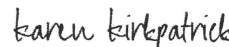
PROSECUTING ATTORNEY



Rick Peters  
Deputy Prosecuting Attorney

APPROVED AS TO FORM:

DocuSigned by:



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Karen Kirkpatrick  
City Attorney

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