

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: April 17, 2023

Subject: Interlocal Agreement with Kitsap County for Household Hazardous Waste Disposal

Statement of Issue

Jefferson County Public Works ceased operation of the Moderate Risk Waste Facility (MRWF) in September, 2022 and began substituting fixed facility operations with remote collection events. Under some circumstances, residents may need a timelier means of household hazardous waste (HHW) disposal before the next scheduled collection event.

To address this potential service gap, Kitsap County Public Works has agreed to accept residential HHW from Jefferson County at its MRWF located within the Olympic View Transfer Station in Bremerton and to charge Jefferson County Public Works for such service.

Analysis/Strategic Goals/Pro's & Con's:

The attached ILA will address these requests. Public Works staff will assist customers with identifying whether they need immediate service or can utilize the next collection event. To date, only one such request has been made.

Fiscal Impact/Cost Benefit Analysis:

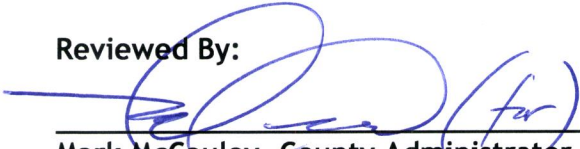
Program costs are budgeted for in the 2022-2023 Solid Waste Fund budget. The ILA has a not-to-exceed limit of \$10,000.00 which should be sufficient to meet service demand and which will serve as the amount allocated to this service area within future Solid Waste Fund budgets.

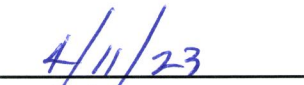
Recommendation:

Staff recommends that the Board of County Commissioners approve the ILA with Kitsap County for residential HHW disposal service.

Department Contact: Al Cairns X213

Reviewed By:


Mark McCauley, County Administrator


Date

**CONTRACT NO. KC-142-23
INTERLOCAL AGREEMENT**

**BETWEEN KITSAP COUNTY AND JEFFERSON COUNTY TO PROVIDE RESIDENTIAL
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL OPPORTUNITIES**

This Agreement is executed between Kitsap County ("Kitsap") and Jefferson County ("Jefferson") for the purpose of providing a permanent site with year-round availability for proper disposal of household hazardous waste ("HHW") to Jefferson County residents at the Kitsap County Household Hazardous Waste Collection Facility.

BACKGROUND

WHEREAS, the Kitsap County Moderate Risk Waste ("MRW") Management Plan ("Plan") was written pursuant to Revised Code of Washington (RCW) 70.95.220 and adopted by the Kitsap County Commissioners;

WHEREAS, Kitsap constructed the HHW Collection Facility ("Facility") and has operated the Facility since April 18, 1996;

WHEREAS, the Facility provides year-round availability for the proper disposal of HHW to Kitsap County residents;

WHEREAS, HHW disposal is funded through a combination of tipping fees collected at Olympic View Transfer Station, the Local Solid Waste Financial Assistance Agreement between the State of Washington Department of Ecology and Kitsap County, and small quantity generator fees, which are set through Resolution 052-2022 and reflect the actual cost to Kitsap County for hazardous waste disposal;

WHEREAS, Jefferson has closed its household hazardous waste collection facility and will offer periodic mobile collection events for its residents until a new collection facility is available, but desires to have another temporary option for its residents;

WHEREAS, Kitsap and Jefferson share common goals to protect watersheds; protect groundwater and drinking water quality; provide opportunities for residents to properly dispose of HHW; and educate residents about potential hazards regarding storage of hazardous products;

WHEREAS, Kitsap and Jefferson find it is in the best interest of their citizens and in the public welfare to enter into an interlocal agreement pursuant to RCW 39.34 regarding these common goals;

WHEREAS, Kitsap and Jefferson are authorized to enter into Interlocal Agreements pursuant to Chapter 39.34 RCW.

NOW THEREFORE, the parties mutually agree as follows:

AGREEMENT

1. **RECITALS.** The recitals are hereby incorporated into the Agreement by this reference.
2. **PURPOSE.** The purpose of this Agreement is to provide a temporary location for Jefferson residents to properly dispose of household hazardous waste while Jefferson secures a new permanent household hazardous waste collection facility.

3. KITSAP OBLIGATIONS.

- A. Kitsap shall make its HHW facility available to Jefferson residents for the disposal of the household hazardous waste streams accepted at the facility without charge to Jefferson residents for the duration of this Agreement.
- B. Kitsap shall submit invoices for household hazardous waste collection and disposal services provided under this Agreement at the rates set forth in Resolution 052-2022 for small quantity generator customers, as now or hereafter amended. Kitsap will not charge Jefferson for any waste covered under a statewide stewardship program, such as those for architectural paint or fluorescent lamps. Invoices shall detail the material delivered Jefferson County customers and describe their waste stream.
- C. Kitsap shall maintain adequate records to support billings under this Agreement.

4. JEFFERSON OBLIGATIONS.

- A. Jefferson agrees to require its residents schedule an appointment at Kitsap's HHW facility, and to be the first point of contact for the use of Kitsap's HHW facility by its residents. Jefferson acknowledges that this use is meant to supplement and not replace Jefferson's ongoing HHW collection program.
- B. Jefferson agrees to reimburse Kitsap the disposal costs of each delivery from Jefferson County customers as reflected in Kitsap invoices. Jefferson shall make payment within thirty (30) days following receipt of an invoice. Jefferson payments are not to exceed \$10,000.00 per year unless specifically approved in writing in advance.

5. DURATION. This Agreement shall commence at time of signing, with the effective date on May 1, 2023, for purposes of cost reimbursement for services, and shall extend through April 30, 2024. The parties may agree to extend this Agreement for an additional year by amendment as set forth below.

6. TERMINATION.

- A. Kitsap may terminate this Agreement whenever Kitsap determines, in its sole discretion, that such termination is in the best interests of Kitsap. Termination of this Agreement by Kitsap at any time during the term, whether for default or convenience, shall not constitute a breach of this Agreement.
- B. Jefferson may terminate this Agreement upon provision of sixty (60) days written notice to Kitsap, and shall be liable for all actual costs incurred through the termination date specified in such notice, consistent with the fees prescribed above.
- C. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period by Jefferson, Kitsap shall not be obligated to provide services after the end of the current fiscal period.

7. INDEMNIFICATION. Each party agrees to hold harmless, defend and indemnify the other party and its elected officials, officers, employees and agents, against all claims, suits, actions, liabilities, losses, expenses, and damages, including reasonable attorneys' fees

and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees, and agents in the performance of this agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees, or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This clause shall survive the termination of this Agreement.

8. **AMENDMENT.** This Agreement may be amended only upon the written agreement of the parties executed by the authorized representatives thereof. There will be a review of per customer costs if an extension is desired.
9. **ADMINISTRATION.** No separate entity is created by this Agreement. This Agreement shall be administered by, and all notices and payments shall be sent to, the following representatives:

For Kitsap County:

Kitsap County Public Works, Solid Waste Division
Attn: Christopher Piercy, Solid Waste Senior Maintenance & Operations Manager
614 Division Street, MS-27, Port Orchard, Washington 98366

For Jefferson County:

Jefferson County Department of Public Works, Solid Waste Division
Attn: Al Cairns, Solid Waste Manager
625 Sheridan St., Port Townsend, WA 98368

10. **PROPERTY.** Any property purchased under this Agreement shall be the property of the purchaser.
11. **ASSIGNMENT.** No party may assign their rights or obligations under this Agreement without the approval of the other.
12. **RECORDING.** This Agreement shall be recorded with the Kitsap County Auditor.
13. **DISPUTE RESOLUTION.** If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Board and those members shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, subject to judicial review as authorized by law.
14. **NONDISCRIMINATION.** Jefferson and Kitsap agree to comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate in their employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical handicap.
15. **COMPLIANCE WITH LAWS.** Jefferson and Kitsap agree to comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the performance of this Agreement, including compliance with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
17. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.
18. **MULTIPLE ORIGINALS/ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple copies, each of which shall be deemed an original. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
19. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
20. **AUTHORIZATION.** Each of the signatories hereto hereby represents and warrants that he or she has the right, power, legal capacity, and authority to execute into this Agreement and to bind the entity he or she represents to this Agreement and the obligations hereunder.

Dated this ____ day of _____, 2023

Dated this ____ day of _____, 2023

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

GREG BROTHERTON, CHAIR

CHARLOTTE GARRIDO, CHAIR

KATE DEAN, COMMISSIONER

ROBERT GELDER, COMMISSIONER

HEIDI EISENHOUR, COMMISSIONER

KATHERINE T. WALTERS, COMMISSIONER

ATTEST:

ATTEST:

CAROLYN GALLAWAY, Clerk of the Board

DANA DANIELS, Clerk of the Board

Approved as to form only



March 14, 2023

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Date