Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer MR

Agenda Date: May 28, 2024

Subject: 2nd Interlocal Agreement with Kitsap County for Household Hazardous Waste Disposal

---

Statement of Issue
Through an Interlocal Agreement between Jefferson and Kitsap Counties that became effective April 17, 2023, Jefferson County residents who could not wait to dispose of Household Hazardous Waste (HHW) at the next scheduled HHW collection event have been able to dispose of HHW fee-free at the Kitsap County Moderate Risk Waste Facility located within the Olympic View Transfer Station in Bremerton.

Kitsap County anticipates opening a North Kitsap County MRWF in the Kingston, WA area in 2025 and has offered to begin accepting Jefferson County residential HHW without cause at a flat per customer rate now at the Bremerton facility and at the new facility in 2025 through this second ILA.

Analysis/Strategic Goals/Pro's & Con's:
Public Works is pleased to be able to offer fee-free service to Jefferson County HHW customers who cannot wait for HHW collection events for any reason at Kitsap County MRW facilities.

Fiscal Impact/Cost Benefit Analysis:
Program costs are budgeted for in the 2024-2025 Solid Waste Fund budget.

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

Department Contact: Al Cairns X213

Reviewed By:

Mark McCauley, County Administrator — Date 5/21/24

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Kitsap County Contract No: PW 2024-065

Contract For: Household Hazardous Waste Services Term: 1 yr. with 2 ea. 1 yr. options

COUNTY DEPARTMENT:	Public Works
Contact Person:	Al Cairns
Contact Phone:	213
Contact email:	acairns@co.jefferson.wa.us

AMOUNT: Not to exceed $13,750/yr.

Revenue: 40134370

Expenditure: 40153730

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ☑ **Other:** ILA

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ **N/A:** ☐ Signature 5/3/24 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ **N/A:** ☐ Signature 5/3/24 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/8/2024.
When the hard copy is delivered to the BOCC/CA Office please have the names of our commissioners and clerk added to the signature page.
Thank you.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 5/8/2024.
Please include PAO signature block in final copy.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

CONTRACT NO. KC-322-24
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 Facilities.

BACKGROUND

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

WHEREAS, in accordance with the Plan, Kitsap operates the South Kitsap HHW Collection Facility ("SK Facility"), located at 5551 SW Imperial Way, Bremerton, and is expected to begin operating the North Kitsap HHW Collection Facility, ("NK Facility"), located at 23300 Arness Creek Road NE, Poulsbo, in 2025;

WHEREAS, the SK Facility and, once operational, the NK Facility, (collectively "Facilities") provide 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 and a portion of the Local Solid Waste Financial Assistance Agreement between the State of Washington Department of Ecology and Kitsap County;

WHEREAS, Jefferson is a neighboring county whose citizens frequently travel to or though Kitsap County and providing convenient HHW disposal locations foster the parties' common goals;

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 additional locations for Jefferson residents to properly dispose of household hazardous waste.

3. **KITSAP OBLIGATIONS**

   A. Kitsap shall make its SK Facility, and when operational the NK Facility, along with associated on-site HHW services available at no charge to Jefferson residents whenever the Facilities are regularly open for business.

B. Kitsap will charge Jefferson for each use of a Facility by a Jefferson resident for the waste streams set forth in Attachment A, which is incorporated herein by this reference. Kitsap will not charge Jefferson for any waste covered under a statewide stewardship program, such as those for architectural paint or fluorescent lamps.

C. Kitsap shall serve as the "lead entity" in the ongoing administration and implementation of this Agreement.

D. Kitsap shall submit monthly invoices to Jefferson not more than once a month whenever there has been a charge-triggering use of a Facility as described in subsection B. Invoices shall detail the number of Jefferson customers. Kitsap shall maintain adequate records to support billings under this Agreement.

4. JEFFERSON OBLIGATIONS

A. Jefferson shall (a) advertise the expanded opportunities for HHW collection at the Facilities to Jefferson residents; and (b) provide Kitsap with Jefferson specific MRW education materials for distribution to Jefferson customers.

B. Within thirty (30) days following receipt of an invoice, Jefferson shall reimburse Kitsap $55.00 per documented Jefferson customer. Notwithstanding the preceding, Jefferson payments are not to exceed $13,750.00 per year (250 customers) unless specifically approved in writing in advance.

5. DURATION. This Agreement shall commence at time of signing, with the effective date on July 1, 2024, for purposes of cost reimbursement for services, and shall extend through June 30, 2025. The parties may agree to extend this Agreement for two (2) additional one (1) year terms by amendment as set forth below.

6. TERMINATION

A. Kitsap may immediately terminate this Agreement whenever Kitsap determines, in its sole discretion, that such termination is in the best interests of Kitsap. Such termination shall not constitute a breach of this Agreement. Prompt notice of such termination shall be provided.

B. Jefferson may terminate this Agreement upon provision of sixty (60) days written notice to Kitsap.

C. Jefferson shall remain liable for all costs reimbursements incurred through the termination date specified in any notice, consistent with the fees prescribed above.

D. 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, but shall not extent to injury, sickness, disability, death or damage arising out of or resulting from the

acts, errors, or omissions of the indemnitee or its elected officials, officers, employees, or agents. 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 _____, 2024

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

_____
KATE DEAN, Chair

_____
GREG BROTHERTON, Commissioner

_____
HEIDI EISENHOUR Commissioner

ATTEST:

_____
CAROLYN GALLAWAY, Clerk of the Board

ATTEST:

_____
PHILIP C. HUNSUCKER Date
Civil Chief Deputy Prosecuting Attorney

Dated this ____ day of _____, 2024

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

_____
KATHERINE T. WALTERS, Chair

_____
CHRISTINE ROLFES, Commissioner

_____
CHARLOTTE GARRIDO, Commissioner

ATTEST:

_____
Dana Daniels, Clerk of the Board

ATTACHMENT A

A-Fuels
Aerosols
Antifreeze
Auto Batteries
Cleaners
Household Batteries
Latex Paints
Mercury Lamps
Motor Oil
Oil Based Paints
Poisons