

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: January 16, 2023

Subject: Solid Waste Fee Schedule

Statement of Issue: The Public Works-operated waste transfer station is currently operating over capacity by an estimated fifty-four percent and overcapacity issues are presently compounded by a chronic shortage of staff. An estimated six hundred tons of additional construction and demolition debris from the upcoming Jefferson Healthcare renovation project would be challenging to accommodate and would lead to longer wait times for residential and commercial self-haul customers and additional overtime hours for Solid Waste Division staff.

Analysis/Strategic Goals/Pro's & Con's: Public Works staff would prefer to execute a Memorandum of Understanding between Murrey's Disposal Company, Inc. dba Olympic Disposal, as the contract municipal solid waste hauler for the City of Port Townsend, whereby the majority of the materials associated with the Jefferson Healthcare project are transported directly to a trans-modal facility or to landfill and also whereby a percentage of the transfer station tipping fee is paid to the County in consideration of the County's investment in the infrastructure and contracted services that serve as "insurance" of timely disposal for Olympic Disposal.

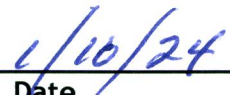
Fiscal Impact/Cost Benefit Analysis: At the rate of \$16.12 per ton or 10% of the current pre-tax per ton fee, and based on an estimated 600 tons of construction and demolition debris, the estimated payment to the County would be \$9,672.00.

Recommendation: Public Works recommends that the Board of County Commissioners executes the attached Memorandum of Understanding between Jefferson County and Murrey's Disposal Company, Inc. dba Olympic Disposal.

Department Contact: Al Cairns X213

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Waste Connections, dba Olympic Disposal

Contract No: MOU PW2023-130

Contract For: Regional Direct Fee

Term: Extinguished upon project completion

COUNTY DEPARTMENT: Public Works

Contact Person: Al Cairns

Contact Phone: X213

Contact email: acairns@co.jefferson.wa.us

AMOUNT: Est. \$9,672.00

Revenue: Est. \$9,672.00

Expenditure: \$0.00

Matching Funds Required: N/A

Sources(s) of Matching Funds

Fund # 401000010.34370.00.0000

Munis Org/Obj

PROCESS:

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Exempt from Bid Process

Cooperative Purchase

Competitive Sealed Bid

Small Works Roster

Vendor List Bid

RFP or RFQ

Other: MOU

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☒ N/A: ☐


Signature

11/15/23
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

11/15/23
Date

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

 Electronically approved by Risk Management on 12/26/2023.

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

 Electronically approved as to form by PAO on 12/22/2023.
Approved as to form. 12.22.2023

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

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS
AND
MURREY'S DISPOSAL COMPANY, INC. dba OLYMPIC DISPOSAL

This Agreement is made and entered into by and between Murrey's Disposal Company, Inc. dba Olympic Disposal, 970 Carlsborg Rd, Sequim, Washington, hereinafter referred to as "Olympic Disposal", and the Jefferson County Department of Public Works, 623 Sheridan Street, Port Townsend, WA 98368, hereinafter referred to as "Public Works". For the purposes of this Agreement, it is understood that all references to Murrey's Disposal Company, Inc., Olympic Disposal, Jefferson County or Public Works also include their appointed designee(s).

WHEREAS, Public Works operates a waste transfer station in order to provide for the safe and efficient handling of municipal solid waste which includes construction and demolition debris, and

WHEREAS, Olympic Disposal is contracted by the City of Port Townsend (City) as the exclusive provider of solid waste and recyclables collection service within the bounds of the City, and

WHEREAS, Olympic Disposal utilizes the waste transfer station for the delivery of solid waste and recyclables as part of the collection service it delivers to businesses and residential customers in the City, and

WHEREAS, as the sole service provider within the City, Olympic Disposal will manage the collection and disposal of an estimated six hundred tons of construction and demolition debris associated with a large-scale renovation of the Jefferson Healthcare facility (the "Project"), and

WHEREAS, the Public Works-operated waste transfer station is currently operating over capacity by an estimated fifty-four percent, and

WHEREAS, overcapacity issues at the waste transfer station are presently compounded by a chronic shortage of staff, and

WHEREAS, the additional materials from the Project would further exacerbate the overcapacity and staffing issues at the waste transfer station leading to longer wait times for residential and commercial self-haul customers and additional overtime hours for Solid Waste Division staff, and

NOW, THEREFORE, pursuant to the above recitals, Olympic Disposal and Public Works (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

PURPOSE OF AGREEMENT

The purpose of this MOU Agreement is to define the obligations of both Parties related to bypassing the waste transfer station property for the management of the Project waste for the term of this Agreement.

SCOPE OF WORK

The Parties shall undertake the work as set out in this document.

Public Works will, within the limitations of this MOU perform the following:

1. Should Olympic Disposal be unable to bypass the transfer station entirely, provide additional staff and equipment as necessary to manage the Project waste
2. Should Olympic Disposal be unable to bypass the transfer station entirely, provide access to the waste transfer station to Olympic Disposal outside of normal and posted hours of operation for disposal of the Project waste

Olympic Disposal will, within the limitations of this MOU, perform the following:

1. To the extent possible, deliver, up to and including one hundred percent of the Project waste materials directly to a trans-modal facility or landfill of its choice thereby bypassing the waste transfer station
2. Notify Public Works when the final transport and disposal of the Project waste is complete
3. Provide Public Works with certified scale receipts for the Project waste that bypassed the waste transfer station
4. Provide Public Works with payment for the Project waste that bypassed the waste transfer station at the per ton rate of ten percent (10%) of the current pre-tax solid waste per ton fee of \$161.20

DURATION OF AGREEMENT

This MOU shall be terminated upon completion of the final transportation and disposal of the Project waste.

PAYMENT

Payment to Public Works shall be made no later than 30 days after the completion of the transportation and disposal of the Project Waste.

PROJECT ADMINISTRATION

Administration of this Agreement for Public Works shall be conducted by the Solid Waste Manager. For Olympic Disposal, the Agreement shall be administered by Joey Deese or their designee.

EMPLOYEES

All employees and volunteers remain employees of their respective agency or business at all times and shall perform work under the sole supervision of their agency.

CONTROLLING LAW

It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No

party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

LITIGATION/JURISDICTION/VENUE

Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

DISPUTES

The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review.

MUTUAL INDEMNITY

For its comparative liability, each party agrees to indemnify, defend and hold the other party, its officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, reasonable attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by the negligence or willful misconduct of its officers, officials, employees, agents or volunteers (and their marital communities). A party shall not be required to indemnify, defend, or hold the other party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the negligence or willful misconduct of the other party or its officers, officials, employees, agents or volunteers. If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and its officers, officials, employees, agents or volunteers. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by its own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.

PUBLIC RECORDS ACT

It is possible, but unlikely, that a person may make a request to Olympic Disposal for a public record under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended) for records related to this Agreement. Olympic Disposal also agrees that upon receipt of any written public records request, Olympic Disposal shall, within two business days, notify Public Works by providing a copy of the request. This Agreement, once executed, will be a "public record" subject to

production to a third party if it is requested under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended).

COMPLIANCE WITH LAWS

All work performed under this MOU shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.

TERMINATION

Either party may terminate this MOU by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least seven (7) days before the effective date of such termination.

SEVERABILITY

Should any clause, phrase, sentence or paragraph of this MOU be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This MOU merges and supersedes all prior applications, representations, negotiations, approvals, and understandings between the Parties hereto relating to the subject matter of this MOU and constitutes the entire Agreement between the parties.

APPROVED AND ADOPTED THIS _____ DAY OF _____, 2023.

MURREY'S DISPOSAL CO., INC., dba
OLYMPIC DISPOSAL

BOARD OF COUNTY COMMISSIONERS


Mark Gingrich
Division Vice President

Kate Dean, District 1

Heidi Eisenhour, District 2

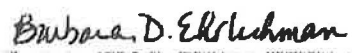
SEAL:

Greg Brotherton, District 3

ATTEST:

Approved as to Form:

Carolyn Gallaway, Clerk of the Board

 12/22/2023
Barbara Dykes Ehrlichman Date
Civil Deputy Prosecuting Attorney