

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: March 27, 2023

Subject: Interlocal Agreement with Port of Port Townsend

Statement of Issue

In March of 2022, the County and Port of Port Townsend (Port) agreed to early terminate both the Interlocal Agreement and Lease Agreement under which the County operated a Moderate Risk Waste Facility (MRWF) at the Boat Haven. This understanding was implemented through the adoption of a new ILA that provided for continued MRWF operation through December 31, 2024, with the lease being early terminated and the premises and improvements returned to the Port on January 1, 2025.

Public Works has successfully transitioned to household hazardous waste collection events as a means of continued collection service ahead of the December 31, 2024 transfer of facility ownership and has met all statutory requirements for post-closure care of the MRWF.

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

Public Works has demonstrated program continuity with household hazardous collection events substituting for fixed facility operation. Conveyance of the property and termination of the Lease may proceed at this time.

Fiscal Impact/Cost Benefit Analysis:

The Port will remit payment to the County in the amount of \$49,107.00 as agreed in the previous ILA.

Recommendation:

Staff recommends that the Board of County Commissioners approve the attached ILA.

Department Contact: Al Cairns X213

Reviewed By:


Mark McCauley, County Administrator

3/21/23
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Port of Port Townsend

PW 2023-059

(Name of Contractor/Consultant)

Contract No.

COUNTY DEPARTMENT:	Public Works
Contact Person:	Al Cairns
Contact Phone:	X213
Contact email:	Return to: Chris Spall, ext. 208

AMOUNT: \$49,107.00 (revenue)

PROCESS:

- | | |
|-------------------------------------|-----------------------------|
| ☐ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☒ | Other: Interlocal Agreement |

Revenue: 401000010.39512

Expenditure: n/a

Matching Funds Required: n/a

Sources(s) of Matching Funds: n/a

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Al Cairns

Digitally signed by Al Cairns
Date: 2023.03.13 15:19:40 -0700

3/13/2023

Signature

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: ☐

Al Cairns

Digitally signed by Al Cairns
Date: 2023.03.13 15:20:15 -0700

3/13/2023

Signature

Date

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

✓ Electronically approved by Risk Management on 3/15/2023.
We're accepting continued liability.

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

✓ Electronically approved as to form by PAO on 3/16/2023.

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

**INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND
THE PORT OF PORT TOWNSEND**

**CONCERNING CLOSURE OF THE MODERATE RISK WASTE
COLLECTION FACILITY AT BOAT HAVEN,
PORT TOWNSEND, WASHINGTON**

This Interlocal Agreement ("Agreement" or "ILA") is made and entered into this ____ day of March 2023 pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act (the "Act"), between Jefferson County (the "County"), and the Port of Port Townsend, (the "Port"), both municipal corporations of the State of Washington, hereinafter referred to collectively as "the parties". This Agreement further amends the Interlocal Agreement of December 22, 1997 (the "Original Interlocal Agreement" or "Original ILA") that was first amended on March 9, 2022 ("ILA Amendment #1") concerning the Moderate Risk Waste Collection Facility located at the Port's Boat Haven property in Port Townsend.

I. RECITALS

WHEREAS, the Port has requested that the County vacate leased premises at Boat Haven presently occupied by the Moderate Risk Waste (MRW) Collection Facility so that it can undertake improvements to its property consistent with its mission; and

WHEREAS, the County has determined that it can vacate the leased premises and continue to deliver moderate risk waste collection services to the public by revising its service delivery model; and

WHEREAS, the County has concluded that the period of time necessary to plan, provide public notice, and implement revisions to its moderate risk waste collection program is substantially shorter than anticipated in ILA Amendment #1 (March 9, 2023); and

WHEREAS, the County has transported all moderate risk waste to a proper handling facility and all statutory requirements for MRW Collection Facility closure have been met and a closure report has been approved by the permitting agency; and

WHEREAS, County and Port staff have coordinated the removal of MRW Collection Facility supplies and equipment; and

WHEREAS, the County previously reviewed the means by which it would continue to collect moderate risk waste with the Solid Waste Advisory Board (SWAC) at public meetings in late 2021 and early 2022 and the efficacy of such means in sustaining service delivery has been reported to SWAC and the Board of County Commissioners at public meetings in 2022 and 2023; and

WHEREAS, the County has provided technical assistance to the Port to establish a collection program for moderate risk waste commonly generated by Port tenants and customers at Boat Haven, with such program to be administered at the discretion of the Port; and

WHEREAS, The Port has and will continue to work with the County to establish dates and locations for collection events for Port tenants considered Small Quantity Generators;

NOW, THEREFORE, Jefferson County and the Port of Port Townsend, by and through their respective legislative bodies do hereby agree as follows:

1. **PURPOSE:** This Agreement sets forth the understanding and voluntary agreement of the parties concerning the early closure of the MRW Collection Facility, early termination of the lease pertaining to the MRW Collection Facility, and conveyance of all leasehold improvements to the Port on March 31, 2023.

2. **ADMINISTRATION OF AGREEMENT:** The parties will jointly administer this agreement. No joint property will be acquired through this Agreement. Pursuant to RCW 39.34.040, this Agreement will be posted on the websites of both parties and/or filed with the Jefferson County Auditor.

3. **DURATION OF AGREEMENT:** This Agreement takes effect immediately upon its execution by both parties and remains in effect until 11:59 p.m. (Pacific Time) on March 31, 2023.

4. **AGREEMENT:**

4.1 Effective as of 11:59 p.m. (Pacific Time) on March 31, 2023, the prior agreements between the parties relative to the MRW Collection Facility shall be terminated and of no further force or effect, and the parties' respective rights and obligations concerning the MRW Collection Facility shall be as set forth herein.

4.2 Effective as of 11:59 p.m. (Pacific Time) on March 31, 2023, the Land Lease Agreement for the MRW Collection Facility dated December 22, 1997, shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the leased premises arising or accruing thereafter shall be as set forth herein.

4.3 In consideration of the depreciated value of recent capital improvements made to the MRW Collection Facility by the County, the Port agrees to pay the sum of \$49,107.00 to the County by no later than 11:59 p.m. (Pacific Time) on March 31, 2023.

4.4 At 12:00 a.m. (Pacific Time) on April 1, 2023, the County shall return the premises described in the Lease to the Port, together with all alterations and improvements thereto and all fixtures installed thereon, with no further financial obligation to the County; PROVIDED, HOWEVER, that the County shall remain liable with respect to the following:

4.4.1 Any obligations which specifically survive the term of the Lease; and

4.4.2 All obligations under the Lease accruing prior to the amended Lease Termination Date, including liability arising from hazardous materials brought onto or about the premises or permitted or suffered to be brought about the premises by the County or anyone for whom the County may be liable.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on or about the ____ day of March 2023.

**COMMISSION OF THE PORT
OF PORT TOWNSEND**

Pamela A. Petranek, President

Carol L. Hasse, Vice President

Peter W. Hanke, Secretary

Approved as to form:

Port Attorney

**BOARD OF COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

Kate Dean, District 1

Heidi Eisenhour, District 2

Greg Brotherton, District 3

Approved as to form:



Philip C. Hunsucker
Chief Civil Deputy Prosecutor

March 16, 2023

2019: PW
CC: AMH } 2.28.22

Robin: 2030

**INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND
THE PORT OF PORT TOWNSEND**

**CONCERNING THE MODERATE RISK WASTE
COLLECTION FACILITY AT BOAT HAVEN,
PORT TOWNSEND, WASHINGTON**

This Interlocal Agreement ("Agreement" or "ILA") is made and entered into this 9th day of March 2022 pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act (the "Act"), between Jefferson County, hereinafter called the "County", and the Port of Port Townsend, hereinafter called the "Port", both municipal corporations of the State of Washington, hereinafter referred to collectively as "the parties". This Agreement amends the December 22, 1997, Interlocal Agreement (the "Original Interlocal Agreement") between the parties for the Moderate Risk Waste Collection Facility located at the Port's Boat Haven property in Port Townsend.

Port of Port Townsend

I. RECITALS

WHEREAS, the Port has requested that the County vacate leased premises at Boat Haven presently occupied by the Moderate Risk Waste Collection Facility so that it can make improvements to its property consistent with its mission; and

WHEREAS, the County has determined that it can continue to deliver moderate risk collection services to the public by revising its service delivery model; and

WHEREAS, the parties have agreed to a period of time necessary for the planning, public notice and implementation of such program revisions; and

WHEREAS, the County has discussed the Port's request and the means by which the County would continue to collect moderate risk waste with the Solid Waste Advisory Board at public meetings on July 22, 2021, September 23, 2021, December 2, 2021, and January 20, 2022; and

WHEREAS, Port and County staff discussed the Port's request with the Board of County Commissioners at a public meeting on November 22, 2021; and

WHEREAS, Port staff presented the proposal to the Port Commission of the Port of Port Townsend at regular meetings on November 23, 2021 and again on February 9, 2022,

NOW, THEREFORE, Jefferson County and the Port of Port Townsend, by and through their respective legislative bodies do hereby agree as follows:

1. PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the understanding and voluntary agreement of the parties regarding the continued operation and use of the Moderate Risk Waste Collection Facility through December 31, 2024, and the disposition of the facility thereafter.

2. **ADMINISTRATION OF AGREEMENT:** Both parties will administer this agreement. No joint property will be acquired through this Agreement. Pursuant to RCW 39.34.040, this Agreement will be posted on the websites of both parties and/or filed with the Jefferson County Auditor.

3. **DURATION OF AGREEMENT:** This agreement shall take effect immediately upon execution by both parties and shall remain in effect until 11:59 p.m. (Pacific Time) on December 31, 2024.

4. **AGREEMENT:**

4.1 The County and Port acknowledge and agree that they are parties to that certain Interlocal Agreement for the Moderate Risk Waste Collection Facility dated December 22, 1997 (the "Original Interlocal Agreement") which is currently in full force and effect. Notwithstanding any provision to the contrary in the Original Interlocal Agreement, effective as of 11:59 p.m. (Pacific Time) on December 31, 2024, the Original Interlocal Agreement shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the Moderate Risk Waste Collection Facility shall be as set forth in this Agreement.

4.2 The County shall continue to operate the Moderate Risk Waste Collection Facility under the terms and conditions of the Original Interlocal Agreement until 11:59 p.m. (Pacific Time) on December 31, 2024.

4.3 Additionally, the County and Port acknowledge and agree that they are parties to that certain Land Lease Agreement for the Moderate Risk Waste Collection Facility also dated December 22, 1997 (the "Lease") which is currently in full force and effect. Notwithstanding any provision to the contrary in the Lease, effective as of 11:59 p.m. (Pacific Time) on December 31, 2024 (the "Lease Termination Date"), the Lease shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the leased premises arising or accruing thereafter shall be as set forth in this Agreement.

4.4 Prior to cessation of operations at the Moderate Risk Waste Collection Facility, early termination of the Lease, and vacation of the leased premises as set forth herein, the County shall transport all moderate risk waste to a proper handling facility and shall remove all equipment and inventory from the facility.

4.5 Prior to the cessation of operations at the Moderate Risk Waste Collection Facility as set forth herein, the County shall provide technical assistance to the Port to establish a collection program for moderate risk waste commonly generated by Port tenants and customers at Boat Haven, with such program to be administered at the discretion of the Port.

4.6 The Port shall work with the County to establish dates and locations for collection events for Port tenants considered Small Quantity Generators.

4.7 In consideration of the depreciated value of recent capital improvements made to the Moderate Risk Waste Collection Facility by the County, the Port shall pay the sum of \$49,107.00 to the County by no later than 11:59 p.m. (Pacific Time) on December 31, 2024.

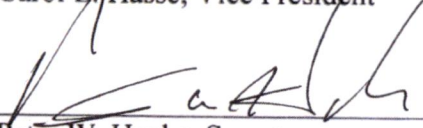
4.8 At 12:00 a.m. (Pacific Time) on January 1, 2025, the County shall return the premises described in the Lease to the Port, together with all alterations and improvements thereto and all fixtures installed thereon, with no further financial obligation to the County; PROVIDED HOWEVER, that the County shall remain liable with respect to the following: a) any obligations which specifically survive the term of the Lease; and b) all obligations under the Lease accruing prior to the Lease Termination Date, including liability arising from hazardous materials brought on to or about the premises or permitted or suffered to be brought about the premises by the County or anyone for whom the County may be liable.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on or about the 9th day of March 2022.

**COMMISSION OF THE PORT
OF PORT TOWNSEND**


Pam A. Petranek, President

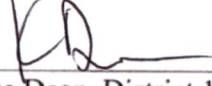

Carol L. Hasse, Vice President

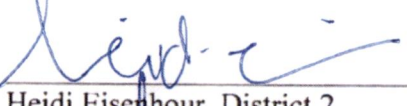

Peter W. Hanke, Secretary

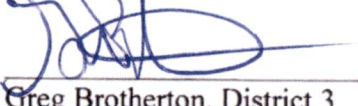
Approved as to form:


Port Attorney

**BOARD OF COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

 2/28/22
Kate Dean, District 1

 2/28/22
Heidi Eisenhour, District 2

 2/28/22
Greg Brotherton, District 3

Approved as to form:

 February 18, 2022
Philip C. Hunsucker
Chief Civil Deputy Prosecutor
Jefferson County Prosecutor's Office

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, Interim County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: February 28, 2022

Subject: Interlocal Agreement between Port of Port Townsend and
Jefferson County for Moderate Risk Waste Facility Operation

Statement of Issue:

The Port of Port Townsend (Port) is desirous of making capital improvements to the Boat Haven in the area where the County's Moderate Risk Waste Facility (MRWF) is currently located in order to advance its mission of sustainable economic development. As such, the Port has requested that the County vacate the facility prior to the expiration of an existing Interlocal Agreement and Land Lease Agreement which provides for the siting and operation of the MRWF in the Boat Haven.

Public Works staff has determined that it can continue to provide for the collection and proper disposal of residential household hazardous waste and dangerous waste from businesses designated as Small Quantity Generators through collection events staged at various locations throughout the County on multiple dates throughout the year, as done by several counties without MRWF's.

Staff has discussed the Port's request and the program revisions necessitated by it with the Solid Waste Advisory Committee which has voiced support for accommodating the Port's request and transitioning to collection events as a means of continued service delivery.

Port and Public Works staff have agreed that a three-year period would be necessary for transitioning to a new service delivery model. Additionally, the Port has agreed that the depreciated value of recent capital improvements made to the MRWF in the amount of \$49,107.00 shall be reimbursed to the County.

The attached Interlocal Agreement provides for continued MRWF operation under the current Interlocal Agreement and Land License Agreement until December 31, 2024 with the premises returned to the Port on January 1, 2025.

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

Hazardous waste is addressed in Title 70A RCW. Counties have the authority, but not an obligation, to construct fixed facilities for the collection of hazardous waste.

70A.300.370(9) states: *With the exception of the disposal site authorized for acquisition under this chapter, the private sector has had the primary role in providing hazardous waste management facilities and services in the state. It is the intent of the legislature that this role be encouraged and continue into the future to the extent feasible.*

70A.300.370(10) states: *The legislature finds that, because local conditions vary substantially in regard to the quantities, risks, and management opportunities available for such wastes, local government is the appropriate level of government to plan for and carry out programs to manage moderate-risk waste, with assistance and coordination provided by the department.*

Substituting collection events for fixed facility operations is consistent with the goals of the Solid Waste Management Plan (Chapter 1, section 1.6, p. 1-8), in particular:

- Maintain an economically responsible program for solid waste management that recognizes the needs of environmental protection and service to the citizens of the County
- Promote the use of private industry to carry out the components of the solid waste system
- Encourage cooperative and coordinated efforts among government agencies, private companies and the public to support the goals of this SWMP
- Incorporate flexibility to accommodate future needs

Fiscal Impact/Cost Benefit Analysis:

Based on 2020 MRW program costs, substituting collection events for fixed facility operations would achieve an estimated annual \$57,000 reduction in program costs. The County will receive \$49,107.00 from the Port for the depreciated value of recent capital improvements to the MRWF.

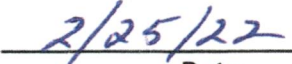
Recommendation:

Approve the attached Interlocal Agreement between the Port of Port Townsend and Jefferson County.

Department Contact: Al Cairns X213

Reviewed By:


Mark McCauley, Interim County Administrator


Date