

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

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. RCW 35.21.152 also authorizes 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. 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. RCW 36.58.040 also authorizes 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, provides for cooperative planning among cities and counties. 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 citizens 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. AGREEMENT. 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 Lacey, a Washington municipal corporation ("City"). The County and City are each a "Party" and collectively the "Parties" to this Agreement. The Parties agree as follows. The above-recitals and findings are hereby incorporated in this Agreement by this reference.

2. PURPOSE. The purpose of this Agreement is to authorize the County under chapters 70A.205 and 70A.300 RCW to prepare and adopt updates to the Plan with the participation of the City, and for the County to provide certain solid waste management planning and handling services.

3. FINANCING, FUNDS AND BUDGET.

3.1 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. The Fund is *Intergovernmental Agreement with City of Lacey for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates*

dependent on the support of the City through this Agreement. 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.

3.2 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.

4. SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PLAN ADMINISTRATION.

4.1 The County shall provide solid waste planning and management services for solid waste generated within the City. The County shall plan for hazardous waste planning and management within the City. 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.

4.2 After adoption of the Plan by the County following the process under Chapters 70A.205 and 70A.300 RCW, and by the City 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, for the City and the residents within the City boundaries. County management shall be conducted in conformance with all state 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.

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

6. 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. 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.

7. FLOW CONTROL. The City shall by ordinance designate the County system for the disposal of all solid waste generated and/or collected within the City. The City authorizes the County to designate disposal sites for the disposal of solid waste. No solid waste generated or collected within the City shall be diverted from the County's designated disposal site(s) without the County's prior approval. Residential self-haul of solid waste generated or collected within or outside of the City is not subject to penalties of this provision. For purposes of this

Intergovernmental Agreement with City of Lacey for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

subsection, "residential self-haul" means the transport and disposal of solid waste by individual County residents and not waste handling for fee or other consideration. The designation of the County for solid waste disposal shall not otherwise affect the City's programs for and control over solid waste collection, waste reduction and recycling. PROVIDED, HOWEVER, the City may continue to deliver or direct all residential, multi-family, mixed-use, and commercially generated recyclable and compostable materials to any permitted or permit exempt material recovery or composting facility that is operating consistent with all applicable laws. The designation of the County for solid waste disposal shall not otherwise affect the City's control over solid waste collection.

8. ENFORCEMENT. The County shall have primary responsibility for enforcement of laws and regulations 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 to relating to solid waste handling under this Agreement Sections 7 and 8. 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 comply 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.

9. ACCOUNTING. 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.

10. 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.

11. INSURANCE AND INDEMNIFICATION.

11.1 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.

11.2 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.

12. GENERAL.

Intergovernmental Agreement with City of Lacey for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

12.1 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.

12.2 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.

12.3 Effect on Preceding Contract. This Agreement, upon its execution by the Parties, supersedes any prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan and Hazardous Waste Management Plan, or related agreement.

12.4 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.

12.5 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.

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

13. DEFINITIONS.

13.1 "County drop box facilities" means the Rainier Drop-Box Facility located at 13010 Rainier Acres Road, Rainier, Washington, the Rochester Drop-Box Facility located at 16500 Sargent Road, Rochester, Washington, and such other drop box facilities designated from time to time by the County or in the SWMP as facilities for the placement of a detachable container to receive solid waste from off site, including the area adjacent for necessary entrance and exit roads, unloading and turn around areas.

13.2 "County transfer stations" means the Thurston County Waste and Recovery Center transfer station located at 2420 Hogum Bay Road Northeast, Lacey, Washington, and such other transfer station facilities designated from time to time by the County or in the SWMP as facilities for receipt of solid waste from off-site from persons or route collection vehicles for consolidation into transfer vehicles, vessels or containers for transport to a solid waste handling facility.

13.3 "Department" means the Thurston County Department of Public Works, or such other department or division of County government as may be designated from time-to-time.

13.4 "Director" means the Director of the Department, or designee.

13.5 "Ecology" means the Washington Department of Ecology.

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13.6 "Hazardous Waste Management" means the management and handling of certain material under Chapter 70A.300 RCW. "Hazardous waste" means the following, as set forth in RCW 70A.300.010, as now or hereafter amended:

13.6.1 "Hazardous household substances" means those substances identified by Ecology as hazardous household substances in the guidelines developed by Ecology.

13.6.2 "Hazardous substances" or "hazardous materials" means those substances or materials identified as such under regulations adopted pursuant to the federal hazardous materials transportation act, the toxic substances control act, the resource recovery and conservation act, the comprehensive environmental response compensation and liability act, the federal insecticide, fungicide, and rodenticide act, the occupational safety and health act hazardous communications standards, and the state hazardous waste act.

13.6.3 "Moderate risk waste" means (a) any waste that exhibits any of the properties of dangerous waste but is exempt from regulation under chapter 70A.300 RCW solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes that are generated from the disposal of substances identified by Ecology as hazardous household substances.

13.7 "Inert waste" means the following solid waste if it has not been tainted, through exposure from chemical, physical, biological or radiological substances, such that it presents a threat to human health or the environment greater than that inherent to the material: cured concrete, asphaltic materials, brick and masonry, ceramic materials produced from fired clay or porcelain, glass and stainless steel and aluminum, or as otherwise authorized for disposal at an inert waste facility as described in WAC 173-350-410.

13.8 "Participating City" means any city or the City that authorizes the County to prepare its solid waste management plan for inclusion in the SWMP, including any city that may in the future participate in preparing a joint plan for solid waste management, and any city or town that participates in the system.

13.9 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever, including any affiliate that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person.

13.10 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to MSW, garbage, rubbish, ashes, commercial waste, industrial wastes, demolition and construction wastes, inert wastes, abandoned vehicles or parts thereof, recyclable materials, and unrecovered residues from reclamation operations. See WAC 173-350-021 to determine if material is a solid waste.

13.11 "Solid waste handling" means the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste. See WAC 173-350-100 for expanded definition.

13.12 "System" means the comprehensive County-wide system or systems of solid waste handling, and any successor solid waste system or systems, established under chapter 36.58 RCW

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and other state laws, which includes without limitation the operation and maintenance of the system disposal sites under this chapter, the regulation of solid waste handling facilities under Title 15 TCC, the SWMP and the rules and regulations of the Board of Health, and the designation of system disposal sites for, and the method or methods of transfer and disposal of, all solid waste generated and collected in the system areas, as established, designated, identified or otherwise provided by the County.

13.13 "System areas" means all unincorporated areas of the County, all incorporated areas of the participating cities and towns and, subject to separate agreement with the County, the areas of any other local government entities.

13.14 "System disposal sites" means the County transfer stations, the County drop box facilities and such other sites designated from time to time by the County or the SWMP as disposal sites of the system.

13.15 "Thurston County Code" or "TCC" is the codification of County ordinances.

14. EFFECTIVE DATE; TERM; TERMINATION; EXECUTION.

14.1 This Agreement shall be in force and remain in effect from the date of the last signature from each of the City and County ("Effective Date"). The Agreement term is to the earlier of twenty (20) years from the Effective Date or the Agreement's amendment or replacement by a new agreement.

14.2 This Agreement may be terminated other than under Agreement Section 14.1, as follows:

14.2.1 By City. After City adoption and Ecology approval of a City Comprehensive Solid Waste Management Plan that provides for management of solid waste outside of the County system, the City may terminate this Agreement following twenty-four (24) months' notice in writing to County.

14.2.2 By County. After 2026, 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 twenty-four (24) months' notice in writing to City.

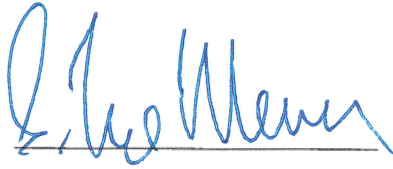
14.2.3 By Both Parties. This Agreement may be terminated at any time upon mutual agreement of the Parties.

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

THURSTON COUNTY

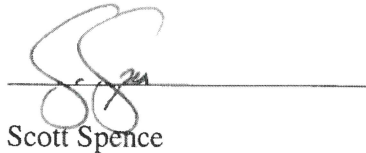
CITY OF LACEY

Intergovernmental Agreement with City of Lacey for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates



Tye Menser

Chairman, Board of County
Commissioners



Scott Spence

City Manager

Date: 8/10/2021

Date: 6/17/2021

ATTEST:

ATTEST:



Amy Davis

Clerk of the Board



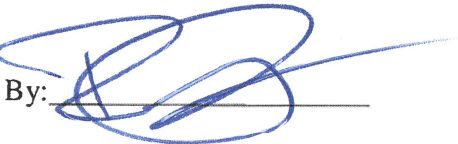
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JON TUNHEIM

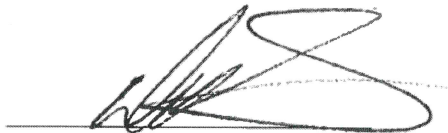
PROSECUTING ATTORNEY



By:

Rick Peters

Deputy Prosecuting Attorney



City Attorney

*Intergovernmental Agreement with City of Lacey for the Thurston County Solid Waste
Management Plan and Hazardous Waste Plan Updates*

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 16TH day of NOVEMBER, 2012 by and between Thurston County, Washington, and the incorporated municipality of the City of Lacey which is organized under the laws of the State of Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans

within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston 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 any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

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

THURSTON COUNTY

James Gomez
Chairman, Board of County Commissioners

Date: *April 9, 2013*

CITY OF LACEY

By: *SS*
Scott Spence, City Manager

Date: _____

ATTEST:

LaBorita J. Bowman
Clerk of the Board

ATTEST:

Care Little
City Clerk

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

By: *[Signature]*
Rick Peters
Deputy Prosecuting Attorney

APPROVED AS TO FORM:

[Signature]
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
2009 SOLID WASTE MANAGEMENT PLAN AND THE 2009 HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 12th day of April, 2012, by and between Thurston County, Washington, and the incorporated municipality of City of Lacey, which is organized under the laws of the State of Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2009 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, the Participating Municipality have been operating under an Intergovernmental Agreement for Solid Waste Management dated April 30, 1999; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the 1998 Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston 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 any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for the Thurston County 2001 Comprehensive Solid Waste Management Plan" dated April 30, 1999.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

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

THURSTON COUNTY


Chairman, Board of County Commissioners

Date: July 31, 2012

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Rick Peters
Deputy Prosecuting Attorney

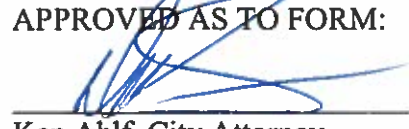
CITY OF LACEY


Scott Spence, City Manager

Date: April 12, 2012

ATTEST:


City Clerk

APPROVED AS TO FORM:

Ken Ahlf, City Attorney

COPY

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
2006 SOLID WASTE MANAGEMENT PLAN UPDATE

THIS AGREEMENT, made and entered into in duplicate this _____ day of _____ by and between Thurston County, Washington, and the incorporated municipalities of Bucoda, Lacey, Olympia, Rainer, Tenino, Tumwater and Yelm within the County; all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Municipalities";

WITNESSETH:

WHEREAS, the Participating Municipalities agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, to participate in preparing the "2001 Thurston County Comprehensive Solid Waste Management Plan", hereinafter referred to as the "Plan" covering the integrated management solid wastes (including recyclable material) in Thurston County; and

WHEREAS, it is to the mutual advantage of the Participating Municipalities and their citizen, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-municipality integrated solid waste management program; and

WHEREAS, the Participating Municipalities have been operating under an Intergovernmental Agreement for Solid Waste Management dated April 30, 1999; and

WHEREAS, that Intergovernmental Agreement and 2001 Solid Waste Management Plan identify that the Plan shall be reviewed and revised by the Participating Municipalities once every five (5) years; and

WHEREAS, the Participating Municipalities have the opportunity to reaffirm their inclusion in the joint Solid Waste Management Plan;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipalities hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to prepare and ultimately adopt an update to the joint 2001 Comprehensive Solid Waste Management Plan pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipalities and Thurston County.

2. SOLID WASTE MANAGEMENT

After adoption of the Plan by Participating Municipalities, Thurston County will be the designated agent for the Participating Municipalities for the administration of the Plan within Thurston County and shall have full authority to implement solid waste management programs and services consistent with the Plan, for all Participating Municipalities and the residents within the boundaries of Participating Municipalities, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are Participating Municipalities. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the negligence of a Participating Municipality or any activities under a Participating Municipality's control.

Plan administration and government processes shall be set forth in more detail in the Plan and adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plan's administration and implementation shall be administered through the County' Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plan and agreed upon between the Participating Municipalities.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Solid Waste Management Plan subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid waste management programs of the Plan at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for the Thurston County 2001 Comprehensive Solid Waste Management Plan" dated April 30, 1999.

8. DURATION

This Agreement shall remain in effect for six (6) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of each Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined, included and adopted in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by all other Participating Municipalities; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

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

THURSTON COUNTY

TOWN OF RAINIER

Chairman, Board of County Commissioners

Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

CITY OF LACEY

EDWARD G. HOLM
PROSECUTING ATTORNEY

Wayne C. Paulsen

Mayor

By: _____

Date: *March 23, 2006*

Jeff Fancher
Deputy Prosecuting Attorney

ATTEST:

Charlotte M. Taylor

City Clerk

4-9-99
Sent original
to Gami - need
Completed signed copy

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
1999 SOLID WASTE MANAGEMENT PLAN UPDATE

THIS AGREEMENT, made and entered into this _____ day of _____ by and between Thurston County, Washington, and the incorporated municipalities of Bucoda, Lacey, Olympia, Rainier, Tenino, Tumwater, and Yelm within the County; all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Municipalities";

WITNESSETH:

WHEREAS, the Participating Municipalities agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, to participate in preparing the "1993 Thurston County Comprehensive Solid Waste Management Plan", hereinafter referred to as the "Plan" covering the integrated management of solid wastes (including recyclable material) in Thurston County; and

WHEREAS, it is to the mutual advantage of the Participating Municipalities and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city integrated solid waste management program; and

WHEREAS, the Participating Municipalities have been operating under an Intergovernmental Agreement for Solid Waste Management dated March 8, 1993; and

WHEREAS, that Intergovernmental Agreement and 1993 Solid Waste Management Plan identify that the Plan shall be reviewed and revised by the Participating Municipalities once every five (5) years; and

WHEREAS, the Participating Municipalities have the opportunity to reaffirm their inclusion in the joint Solid Waste Management Plan;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipalities hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to prepare and ultimately adopt an update to the joint 1993 Comprehensive Solid Waste Management Plan pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipalities and Thurston County.



2. SOLID WASTE MANAGEMENT

After adoption of the Plan Update by Participating Municipalities, Thurston County will be the designated agent for the Participating Municipalities for the administration of the Plan within Thurston County and shall have full authority to implement solid waste management programs and services consistent with said Plan Update, for all Participating Municipalities and the residents within the boundaries of said Participating Municipalities, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are Participating Municipalities. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the negligence of a Participating Municipality or any activities under a Participating Municipality's control.

Plan administration and governance processes shall be set forth in more detail in the Plan Update and adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plan Update's administration and implementation shall be administered through the County's Solid Waste Fund, the County and its agents. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plan Update and agreed upon between the Participating Municipalities.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Solid Waste Management Plan Update subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid waste management programs of the Plan Update at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for the Thurston County 1992 Comprehensive Solid Waste Management Plan" dated March 8, 1993.

8. DURATION

This Agreement shall remain in effect for six (6) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan Update shall be adopted through Resolution of each Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan Update by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan Update will be accomplished through a process defined, included and adopted in the Plan Update.

10. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Board of Thurston County Commissioners after execution by all other Participating Municipalities.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate their involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan Update, the Participating Municipality will not adopt the Plan Update and shall immediately begin preparing their own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

This Agreement has been executed by each party on the date set forth below:

THURSTON COUNTY

CITY OF RAINIER

Chairman, Board of County
Commissioners

Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

CITY OF TENINO

EDWARD G. HOLM
PROSECUTING ATTORNEY

Mayor

By: Mark Calkins
Mark Calkins
Deputy Prosecuting Attorney
WSBA# 18230

Date: _____

ATTEST:

City Clerk

CITY OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

attached

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Nancy Peterson

Mayor

Date: *April 8, 1999*

ATTEST:

Charotte M Taylor

City Clerk

CITY OF YELM

attached

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

attached

Mayor

Date: _____

ATTEST:

City Clerk

MA:la/403/91501/3711/arnold/intertoc.wpd

TOWN OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF YELM

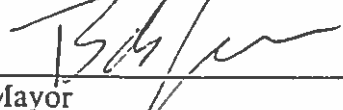
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA



Mayor

Date: April 23, 1999

ATTEST:



City Clerk

MA:\a\403\91501\3711\arnold\interloc.wpd

TOWN OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Ralph Good

Mayor

Date: 4-30-99

ATTEST:

Sheryle Wyatt

City Clerk

APPROVED AS TO FORM:

P.R.H.

P. Brock, City Attorney

CITY OF YELM

Mayor

Date: _____

ATTEST:

City Clerk

MA:la/403/91501/3711/arnold/interloc.wpd

TOWN OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF YELM

Kathryn M. Wolf

Mayor

Date: *March 12, 1999*

ATTEST:

Genie P. Ennick

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

ATTEST:

City Clerk

more signature
pages.

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
1992 COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

THIS AGREEMENT, made and entered into this 8 day of March 1993 by and between Thurston County, Washington, and the incorporated municipalities of Bucoda, Lacey, Olympia, Rainier, Tenino, Tumwater and Yelm within the County; all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Municipalities";

WITNESSETH:

WHEREAS, the Participating Municipalities agree, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, to participate in preparing the "1992 Thurston County Comprehensive Solid Waste Management Plan", hereinafter referred to as the "Plan" covering the integrated management of solid wastes (including recyclable material) in Thurston County; and

WHEREAS, it is to the mutual advantage of the Participating Municipalities and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city integrated solid waste management program; and

WHEREAS, the Participating Municipalities had been operating under an Intergovernmental Agreement for Solid Waste Management dated January 21, 1986, and it has been determined that the various duties and powers of the parties to that Agreement are in need of updating and clarification by the execution of a new Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipalities hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to prepare and ultimately adopt a joint Comprehensive Solid Waste Management Plan pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipalities and Thurston County.

2. SOLID WASTE MANAGEMENT

After adoption of the Plan by Participating Municipalities, Thurston County will be the designated agent for the Participating Municipalities for the administration of the Plan within Thurston County and shall have full authority to implement solid waste management programs and services consistent with said Plan, for all Participating Municipalities and the residents within the boundaries of said Participating Municipalities, excluding the manner of collection and

transfer of solid waste refuse within the corporate limits of those cities and towns which are Participating Municipalities. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the negligence of a Participating Municipality or any activities under a Participating Municipality's control.

Plan administration and governance processes shall be set forth in more detail in the Plan and adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plan's administration and implementation shall be administered through the County's Solid Waste Fund, the County and its agents. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plan and agreed upon between the Participating Municipalities.

b. Thurston County shall continue to maintain a Solid Waste Fund as a special fund within the County budget. All revenues and expenses in connection with the Solid Waste Management Plan subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid waste management programs of the Plan at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for Solid Waste Management" dated January 21, 1986.

8. DURATION

This Agreement shall remain in effect for six (6) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of each Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (WDOE). Any necessary revisions or amendments to the Plan will be accomplished through a process defined, included and adopted in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Board of Thurston County Commissioners after execution by all other Participating Municipalities.

11. TERMINATION

After the Plan has been prepared and submitted to the Department of Ecology for final review, any Participating Municipality may terminate their involvement in this Agreement within 30 days following the 45 day final review period by the Department of Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing their own Municipal Solid Waste Management Plan for approval by the Department of Ecology in full accordance with all Plan regulations and guidelines.

This Agreement has been executed by each party on the date set forth below:

THURSTON COUNTY

CITY OF RAINIER

Francine Cheyette
Chairman, Board of County
Commissioners

Mayor

Date: March 8, 1993

Date: _____

ATTEST:

ATTEST:

Bonita J. Bowman
Clerk of the Board

City Clerk

CITY OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

D. H. Hunsford

Mayor

Date: 9-15-92

ATTEST:

James Earl Keitemo

City Clerk

CITY OF TENINO

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF YELM

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF BUCODA

Robert C. ...

Mayor

Date: 9-14-92

ATTEST:

Bert ...
City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TENINO

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF YELM

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TENINO

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney, Jodi Hoffman

CITY OF YELM

Robert A. Sanders

Mayor

Date: 11-4-92

ATTEST:

Shelley A. Backus

City Clerk

CITY OF BUCODA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TENINO

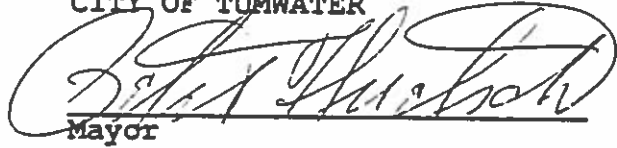
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER



Mayor

Date: 11-23-92

ATTEST:



City Clerk

Approved at to form:



City Attorney, Jodi Hoffman

CITY OF YELM

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF BUCCDA

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF LACEY

Dr. Dennis

Mayor *CITY MANAGER*

Date: *September 10, 1992*

ATTEST:

Charlotte M. Taylor

City Clerk

CITY OF Yelm

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TENINO

Mayor

Date: _____

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

ATTEST:

City Clerk

INTERGOVERNMENTAL AGREEMENT FOR
SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into this 21st day of January, 1984 by and between THURSTON COUNTY, Washington; the CITY OF OLYMPIA, Washington (hereinafter called "Olympia"); and the CITY OF LACEY, Washington (hereinafter called "Lacey"); all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Governments";

WITNESSETH:

WHEREAS, the Participating Governments and all other incorporated cities and towns in Thurston County have adopted, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, "Comprehensive Solid Waste Management Plan, Thurston County," (December 1976 ed. as amended June 30, 1981), hereinafter referred to as "The Comprehensive Plan" covering the storage, collection, transportation, processing, utilization and disposal of solid wastes in Thurston County; and

WHEREAS, it is to the mutual advantage of the Participating Governments and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city solid waste management program; and

WHEREAS, the Participating Governments have been operating under an Intergovernmental Agreement for Solid Waste Management dated September 28, 1982, and it has been determined that the various duties and powers of the parties to that Agreement are in need of change and clarification by the execution of a new Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Governments hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide economical and sanitary disposal of solid waste produced or generated within the boundaries of the Participating Governments by specifying the party responsible for the management of said program, and the powers and duties of the Participating Governments.

2. SOLID WASTE MANAGEMENT ADVISORY COMMITTEE

- a. Establishment. There is hereby created a Solid Waste Management Advisory Committee which shall consist of the following members: One elected official and alternate elected official each from Olympia, Lacey, and Thurston County; and one elected official and alternate elected official representing all towns in the County participating in this Agreement. Representatives shall be appointed to said Advisory Committee by the governing body of each of said municipalities. In addition, one nonvoting representative of the commercial garbage and refuse haulers (with the advice of the collection industry), one nonvoting representative from the Port of Olympia, and one nonvoting member of the public/citizens' groups shall be selected by the Advisory Committee. The Committee as established meets the requirements of the State of Washington Solid Waste Management Act, Chapter 70.95 RCW as amended in Chapter 123 regular session, Laws of 1984.
- b. Voting. Each municipal representative on the Advisory Committee shall have one vote and proxy voting shall not be allowed. A quorum of the Committee shall consist of three of its voting members. All decisions of the Advisory Committee shall be by majority vote of those present.
- c. Meetings. The Advisory Committee shall select its chairperson and other officers, and establish rules and procedures for conducting meetings. Meetings shall be held at least quarterly. Special meetings may be held upon the call of the chairperson with

concurrence of a majority of the voting membership, any three members of the Advisory Committee, or by a majority of the Board of County Commissioners.

d. Powers and Duties

- (1) The Advisory Committee shall have the power to approve or disapprove contracts and purchases in excess of \$50,000 proposed by the Board of County Commissioners which will require expenditures from the Solid Waste Management Fund of the following type:
 - (a) Real estate purchases and leases;
 - (b) Acquisition and/or construction of solid waste recycling facilities;
 - (c) Acquisition and/or construction of energy generating facilities which use solid waste or the byproducts of solid waste for fuel; and
 - (d) Creation of fuel or the collection of fuel from solid waste or solid waste byproducts.

The \$50,000 threshold shall increase annually at the same rate as increases in the Seattle, Washington, ALL URBAN CONSUMERS PRICE INDEX (July to July Index).

- (2) The Committee's failure to act upon proposals of the type provided for in Subsection (1) above within ninety (90) days of submittal by the County Commissioners shall mean that such proposals are approved by the Committee.
- (3) The Committee's disapproval of any of the actions enumerated above shall be binding upon the Board of County Commissioners unless the Committee's action is overridden by a unanimous vote of the three-member Board of County Commissioners. In the event that the three-member Board of County Commissioners is replaced by a larger County governing body, a seventy percent (70%) affirmative vote of such body shall be necessary to override the Committee's disapproval of any of the actions enumerated above.

- e. Loss of Membership. Any participating government which has a substantial diversion in the amount of solid waste deposited at the landfill which is generated within its jurisdiction other than resource recovery shall lose its membership on the Advisory Committee upon the motion of any other member thereof. "Substantial diversion" means a diversion of at least fifty percent (50%) of that quantity generated at time of membership.

3. SOLID WASTE MANAGEMENT

Thurston County is hereby designated as the exclusive agent for the Participating Governments for the administration of the Comprehensive Solid Waste Management Plan within Thurston County and subject to the provisions of Section 2.d, shall have full authority to provide and manage solid waste management facilities and services for all Participating Governments and the residents within the boundaries of said Participating Governments, excluding the manner of collection and transfer of solid waste within the corporate limits of those cities and towns which are Participating Governments. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time. Thurston County shall hold the other Participating Governments harmless and defend all claims for personal injury or property damage arising out of the management or maintenance and operation of the solid waste disposal facilities, which are not caused by the active neglect or failure by another of the Participating Governments.

4. FINANCING, FUNDS AND BUDGET

- a. The costs of acquisition, construction, maintenance, operation and management of joint solid waste facilities shall be paid for by user charges. Such costs may be paid for by grants, gifts, loans and other lawful funding sources. Such costs shall include all direct costs and expenses of acquisition, construction, maintenance and operation of solid waste facilities including the cost of liability insurance premiums or such insurance reserves as may be necessary under a self-insurance plan and all direct costs and expenses of administration of the Comprehensive Solid Waste Management Plan and shall also include the overhead administrative expenses of Thurston County allocable to solid waste management.
- b. Thurston County shall establish a Solid Waste Management Fund as a special fund within the County budget. All revenues and expenses in connection with the Solid Waste Management Program subject to this Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes pursuant to this Agreement including debt service or warrant interest unless otherwise required by law, grant, regulation or separate contract.
- c. Thurston County shall prepare and submit to the Advisory Committee by October 1 of each year a preliminary budget for the Solid Waste Management Program including a schedule of proposed user charges for the ensuing year. The Advisory Committee shall also be furnished with such expense and revenue data as is needed for review of the proposed user charges. The Advisory Committee shall review and render its advice to the Board of County Commissioners concerning the proposed user charges by November 15 of each year.

Should it become necessary in the opinion of the Board of County Commissioners that a change in user charges be made outside of the normal budget cycle, the Commissioners shall submit the proposed rate change to the Advisory Committee and the Committee shall review and render its advice concerning said proposal within ninety (90) days of its receipt.

Failure of the Advisory Committee to act on the proposals referred to herein within the required time shall be construed as approval of the same.

5. ACCOUNTING AND AUDITS

- a. The County shall maintain accounts for the solid waste disposal operation in accordance with the requirements of the Washington State Auditor.
- b. Authorized representatives of any party hereto shall have the right to inspect the books of account at any reasonable time.

6. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Management Fund shall vest in Thurston County. In the event of sale of any surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, regulation, grant or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property, it shall be disbursed to participating jurisdictions by an agreed upon formula to be worked out at time of sale.

7. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Governments and the new party agree upon in writing.

8. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for Solid Waste Management" dated July 6, 1977 and "Intergovernmental Agreement for Solid Waste Management" dated September 28, 1982.

9. TERM

Commencing on the date this Agreement is last executed, it shall continue for a term of three (3) years.

Any party hereto may withdraw and terminate its rights and obligations under this Agreement if a substantial decrease occurs in the amount of solid waste deposited at the landfill which is generated within the jurisdiction of any party. In such cases, six (6) months' notice of intent to withdraw shall be given to all parties hereto.

10. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Board of Thurston County Commissioners after execution by all other Participating Governments.

EXECUTED as of the dates set forth opposite their signatures.

THURSTON COUNTY

CITY OF

Les Eldridge
Chairman, Board of County
Commissioners

Date: 1-21-86

Date: _____

ATTEST:

ATTEST:

Sandra C. Steffen
Clerk of the Board

CITY OF OLYMPIA

CITY OF

D. Armstrong

Date: Dec 17, 85

Date: _____

ATTEST:

ATTEST:

M. Jane Land
Clerk of the Board

CITY OF LACEY

M. Brown

Date: Dec. 23, 1985

ATTEST:

Timothy McGuire
City Clerk

THURSTON COUNTY
SOLID WASTE MANAGEMENT COMMITTEE

August 19, 1985

Honorable City Council Members City of Lacey:

Attached is a copy of the proposed extension of the current solid waste management Intergovernmental Agreement set to expire September 28, 1985. The Thurston County Solid Waste Management Advisory Committee has met several times, and has directed the Thurston County Public Works Staff to prepare the new agreement. Your approval will continue the strong involvement of the Cities in assisting the County in management of solid waste, and is requested before the end of September.

The Current members of the Committee include an elected official from Thurston County, City of Olympia, City of Lacey and the Commercial Haulers. A new non-voting member representing local interest groups was recently added to meet the requirements of the new State of Washington, Solid Waste Laws. The Committee has also solicited involvement from the small towns in the County to participate in the new agreement.

The advisory committee has voted unanimously to recommend approval of the new Intergovernmental Agreement to participating agencies.

If you have any questions regarding the new agreement, please feel free to contact me at 786-8451 or Jerry Hendricks, Deputy Director of Public Works at 786-5490.

Sincerely,



Holly Gadbaw, Chairperson
Thurston County Solid Waste Management Advisory Committee

HG:kt/swmc

INTERGOVERNMENTAL AGREEMENT FOR
SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ by and between THURSTON COUNTY, Washington; the CITY OF OLYMPIA, Washington (hereinafter called "Olympia"); and the CITY OF LACEY, Washington (hereinafter called "Lacey"); all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Governments";

WITNESSETH:

WHEREAS, the Participating Governments and all other incorporated cities and towns in Thurston County have adopted, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, "Comprehensive Solid Waste Management Plan, Thurston County," (December 1976 ed. as amended June 30, 1981), hereinafter referred to as "The Comprehensive Plan" covering the storage, collection, transportation, processing, utilization and disposal of solid wastes in Thurston County; and

WHEREAS, it is to the mutual advantage of the Participating Governments and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city solid waste management program; and

WHEREAS, the Participating Governments have been operating under an Intergovernmental Agreement for Solid Waste Management dated September 28, 1982, and it has been determined that the various duties and powers of the parties to that Agreement are in need of change and clarification by the execution of a new Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Governments hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide economical and sanitary disposal of solid waste produced or generated within the boundaries of the Participating Governments by specifying the party responsible for the management of said program, and the powers and duties of the Participating Governments.

2. SOLID WASTE MANAGEMENT ADVISORY COMMITTEE

- a. Establishment. There is hereby created a Solid Waste Management Advisory Committee which shall consist of the following members: One elected official and alternate elected official each from Olympia, Lacey, and Thurston County; and one elected official and alternate elected official representing all towns in the County participating in this Agreement. Representatives shall be appointed to said Advisory Committee by the governing body of each of said municipalities. In addition, one nonvoting representative of the commercial garbage and refuse haulers (with the advice of the collection industry), one nonvoting representative from the Port of Olympia, and one nonvoting member of the public/citizens' groups shall be selected by the Advisory Committee. The Committee as established meets the requirements of the State of Washington Solid Waste Management Act, Chapter 70.95 RCW as amended in Chapter 123 regular session, Laws of 1984.
- b. Voting. Each municipal representative on the Advisory Committee shall have one vote and proxy voting shall not be allowed. A quorum of the Committee shall consist of three of its voting members. All decisions of the Advisory Committee shall be by majority vote of those present.
- c. Meetings. The Advisory Committee shall select its chairperson and other officers, and establish rules and procedures for conducting meetings. Meetings shall be held at least quarterly. Special meetings may be held upon the call of the chairperson with

concurrence of a majority of the voting membership, any three members of the Advisory Committee, or by a majority of the Board of County Commissioners.

d. Powers and Duties

(1) The Advisory Committee shall have the power to approve or disapprove contracts and purchases in excess of \$50,000 proposed by the Board of County Commissioners which will require expenditures from the Solid Waste Management Fund of the following type:

- (a) Real estate purchases and leases;
- (b) Acquisition and/or construction of solid waste recycling facilities;
- (c) Acquisition and/or construction of energy generating facilities which use solid waste or the byproducts of solid waste for fuel; and
- (d) Creation of fuel or the collection of fuel from solid waste or solid waste byproducts.

The \$50,000 threshold shall increase annually at the same rate as increases in the Seattle, Washington, ALL URBAN CONSUMERS PRICE INDEX (July to July Index).

(2) The Committee's failure to act upon proposals of the type provided for in Subsection (1) above within ninety (90) days of submittal by the County Commissioners shall mean that such proposals are approved by the Committee.

(3) The Committee's disapproval of any of the actions enumerated above shall be binding upon the Board of County Commissioners unless the Committee's action is overridden by a unanimous vote of the three-member Board of County Commissioners. In the event that the three-member Board of County Commissioners is replaced by a larger County governing body, a seventy percent (70%) affirmative vote of such body shall be necessary to override the Committee's disapproval of any of the actions enumerated above.

e. Loss of Membership. Any participating government which has a substantial diversion in the amount of solid waste deposited at the landfill which is generated within its jurisdiction other than resource recovery shall lose its membership on the Advisory Committee upon the motion of any other member thereof. "Substantial diversion" means a diversion of at least fifty percent (50%) of that quantity generated at time of membership.

3. SOLID WASTE MANAGEMENT

Thurston County is hereby designated as the exclusive agent for the Participating Governments for the administration of the Comprehensive Solid Waste Management Plan within Thurston County and subject to the provisions of Section 2.d, shall have full authority to provide and manage solid waste management facilities and services for all Participating Governments and the residents within the boundaries of said Participating Governments, excluding the manner of collection and transfer of solid waste within the corporate limits of those cities and towns which are Participating Governments. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time. Thurston County shall hold the other Participating Governments harmless and defend all claims for personal injury or property damage arising out of the management or maintenance and operation of the solid waste disposal facilities, which are not caused by the active neglect or failure by another of the Participating Governments.

4. FINANCING, FUNDS AND BUDGET

- a. The costs of acquisition, construction, maintenance, operation and management of joint solid waste facilities shall be paid for by user charges. Such costs may be paid for by grants, gifts, loans and other lawful funding sources. Such costs shall include all direct costs and expenses of acquisition, construction, maintenance and operation of solid waste facilities including the cost of liability insurance premiums or such insurance reserves as may be necessary under a self-insurance plan and all direct costs and expenses of administration of the Comprehensive Solid Waste Management Plan and shall also include the overhead administrative expenses of Thurston County allocable to solid waste management.
- b. Thurston County shall establish a Solid Waste Management Fund as a special fund within the County budget. All revenues and expenses in connection with the Solid Waste Management Program subject to this Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes pursuant to this Agreement including debt service or warrant interest unless otherwise required by law, grant, regulation or separate contract.
- c. Thurston County shall prepare and submit to the Advisory Committee by October 1 of each year a preliminary budget for the Solid Waste Management Program including a schedule of proposed user charges for the ensuing year. The Advisory Committee shall also be furnished with such expense and revenue data as is needed for review of the proposed user charges. The Advisory Committee shall review and render its advice to the Board of County Commissioners concerning the proposed user charges by November 15 of each year.

Should it become necessary in the opinion of the Board of County Commissioners that a change in user charges be made outside of the normal budget cycle, the Commissioners shall submit the proposed rate change to the Advisory Committee and the Committee shall review and render its advice concerning said proposal within ninety (90) days of its receipt.

Failure of the Advisory Committee to act on the proposals referred to herein within the required time shall be construed as approval of the same.

5. ACCOUNTING AND AUDITS

- a. The County shall maintain accounts for the solid waste disposal operation in accordance with the requirements of the Washington State Auditor.
- b. Authorized representatives of any party hereto shall have the right to inspect the books of account at any reasonable time.

6. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Management Fund shall vest in Thurston County. In the event of sale of any surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, regulation, grant or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property, it shall be disbursed to participating jurisdictions by an agreed upon formula to be worked out at time of sale.

7. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Governments and the new party agree upon in writing.

8. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for Solid Waste Management" dated July 6, 1977 and "Intergovernmental Agreement for Solid Waste Management" dated September 28, 1982.

9. TERM

Commencing on the date this Agreement is last executed, it shall continue for a term of three (3) years.

Any party hereto may withdraw and terminate its rights and obligations under this Agreement if a substantial decrease occurs in the amount of solid waste deposited at the landfill which is generated within the jurisdiction of any party. In such cases, six (6) months' notice of intent to withdraw shall be given to all parties hereto.

10. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Board of Thurston County Commissioners after execution by all other Participating Governments.

EXECUTED as of the dates set forth opposite their signatures.

THURSTON COUNTY

CITY OF

Chairman, Board of County
Commissioners

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

CITY OF OLYMPIA

CITY OF

Date: _____

Date: _____

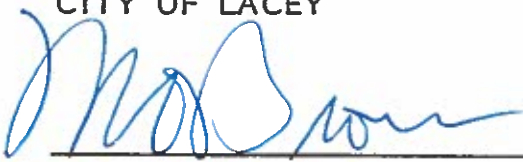
ATTEST:

ATTEST:

Clerk of the Board


City Clerk

CITY OF LACEY



Date: September 26, 1985

ATTEST:



City Clerk



Thurston County Department of Public Works

COURTHOUSE OLYMPIA, WA 98502 (206) 753-8051



COUNTY COMMISSIONERS
GEORGE L. BARNER, JR.
KAREN FRASER
WOODY ANDERSON

ALVA WILLIAMS, JR., P.E.
DIRECTOR

October 11, 1982

Mayor Mark Brown, City of Lacey
Mayor Lyle Watson, City of Olympia
Mayor Maury Knight, City of Tenino

Subject: Intergovernmental Agreement for Solid Waste Management

Dear Mayors:

Enclosed is a copy of the executed Intergovernmental Agreement for Solid Waste Management as approved by the Board of County Commissioners on September 28, 1982. The copy is transmitted for City files.

The City of Tumwater indicated they will not be approving the agreement and accordingly, the prosecutor's office has directed that the references to Tumwater be stricken from the Agreement. The Agreement became effective as of its date of execution on September 28, 1982. The provisions of the 1977 Agreement will also remain in effect until November 9, 1982.

Please feel free to contact me if there are any questions.

Sincerely,

Gerald M. Hendricks, P.E.
Deputy Director of Public Works

GH/ns

cc: Mayor P. H. "Skip" Schmidt, City of Tumwater
Mayor George Godding, City of Bucoda
Mayor James Gehrke, City of Rainier
Mayor Lora Coates, City of Yelm

INTERGOVERNMENTAL AGREEMENT FOR
SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into this 28TH day of SEPT. 1982 by and between THURSTON COUNTY, Washington; the CITY OF OLYMPIA, Washington (hereinafter called "Olympia"); the CITY OF LACEY, Washington (hereinafter called "Lacey"); ~~the CITY OF TUMWATER, Washington (hereinafter called "Tumwater");~~ and the TOWN OF TENINO, Washington (hereinafter called "Tenino"); all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Governments;

WITNESSETH:

WHEREAS, the Participating Governments have adopted, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, "Comprehensive Solid Waste Management Plan, Thurston County," (December 1976 ed. as amended June 30, 1981), hereinafter referred to as "The Comprehensive Plan" covering the storage, collection, transportation, processing, utilization and disposal of solid wastes in Thurston County; and

WHEREAS, it is to the mutual advantage of the Participating Governments and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city solid waste management program; and

WHEREAS, the Participating Governments have been operating under an Intergovernmental Agreement for Solid Waste Management dated July 6, 1977, and it has been determined that the various duties and powers of the parties to that Agreement are in need of change and clarification by the execution of a new Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Governments hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide economical and sanitary disposal of solid waste produced or generated within the boundaries of the Participating Governments by specifying the party responsible for the management of said program, and the powers and duties of the Participating Governments.

2. SOLID WASTE MANAGEMENT ADVISORY COMMITTEE

- a. Establishment. There is hereby created a Solid Waste Management Advisory Committee which shall consist of the following members: One elected official and alternate elected official each from Olympia, Lacey, ~~Tumwater~~ and Thurston County; and one elected official and alternate elected official representing all towns in the County participating in this Agreement. Representatives shall be appointed to said Advisory Committee by the governing body of each of said municipalities. In addition, one nonvoting representative of the commercial garbage and refuse haulers (with the advice of the collection industry), one nonvoting representative from the Port of Olympia and one nonvoting representative from the State of Washington shall be selected by the Advisory Committee.
- b. Voting. Each municipal representative on the Advisory Committee shall have one vote and proxy voting shall not be allowed. A quorum of the Committee shall consist of four of its members. All decisions of the Advisory Committee shall be by majority vote of those present.
- c. Meetings. The Advisory Committee shall select its chairperson and other officers, and establish rules and procedures for conducting meetings. Meetings shall be held at least quarterly. Special meetings may be held upon the call of the chairperson with concurrence of a majority of the voting membership, any three

members of the Advisory Committee, or by a majority of the Board of County Commissioners.

d. Powers and Duties

(1) The Advisory Committee shall have the power to approve or disapprove contracts and purchases in excess of \$50,000 proposed by the Board of County Commissioners which will require expenditures from the Solid Waste Management Fund of the following type:

- (a) Real estate purchases and leases;
- (b) Acquisition and/or construction of solid waste recycling facilities;
- (c) Acquisition and/or construction of energy generating facilities which use solid waste or the byproducts of solid waste for fuel; and
- (d) Creation of fuel or the collection of fuel from solid waste or solid waste byproducts.

The \$50,000 threshold shall increase annually at the same rate as increases in the Seattle, Washington, ALL URBAN CONSUMERS PRICE INDEX (June to July Index).

(2) The Committee's failure to act upon proposals of the type provided for in Subsection (1) above within ninety (90) days of submittal by the County Commissioners shall mean that such proposals are approved by the Committee.

(3) The Committee's disapproval of any of the actions enumerated above shall be binding upon the Board of County Commissioners unless the Committee's action is overridden by a unanimous vote of the three-member Board of County Commissioners. In the event that the three-member Board of County Commissioners is replaced by a larger County governing body, a seventy percent (70%) affirmative vote of such body shall be necessary to override the Committee's disapproval of any of the actions enumerated above.

e. Loss of Membership. Any party which has a substantial diversion in the amount of solid waste deposited at the landfill which is generated within its jurisdiction other than resource recovery shall lose its membership on the Advisory Committee upon the motion of any other member thereof. "Substantial diversion" means a diversion of at least fifty percent (50%) of that quantity generated at time of membership.

3. SOLID WASTE MANAGEMENT

Thurston County is hereby designated as the exclusive agent for the Participating Governments for the administration of the Comprehensive Solid Waste Management Plan within Thurston County and subject to the provisions of Section 2.d, shall have full authority to provide and manage solid waste management facilities and services for all Participating Governments and the residents within the boundaries of said Participating Governments, excluding the manner of collection and transfer of solid waste within the corporate limits of those cities and towns which are Participating Governments. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time. Thurston County shall hold the other Participating Governments harmless and defend all claims for personal injury or property damage arising out of the management or maintenance and operation of the solid waste disposal facilities, which are not caused by the active neglect or failure by another of the Participating Governments.

4. FINANCING, FUNDS AND BUDGET

- a. The costs of acquisition, construction, maintenance, operation and management of joint solid waste facilities shall be paid for by user charges. Such costs may be paid for by grants, gifts, loans and other lawful funding sources. Such costs shall include all direct costs and expenses of acquisition, construction, maintenance and operation of solid waste facilities including the cost of liability insurance premiums or such insurance reserves as may be necessary under a self-insurance plan and all direct costs and expenses of administration of the Comprehensive Solid Waste Management Plan and shall also include the overhead administrative expenses of Thurston County allocable to solid waste management.
- b. Thurston County shall establish a Solid Waste Management Fund as a special fund within the County budget. All revenues and expenses in connection with the solid waste management program subject to this Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes pursuant to this Agreement including debt service or warrant interest unless otherwise required by law, grant, regulation or separate contract.
- c. Thurston County shall prepare and submit to the Advisory Committee by October 1 of each year a preliminary budget for the solid waste management program including a schedule of proposed user charges for the ensuing year. The Advisory Committee shall also be furnished with such expense and revenue data as is needed for review of the proposed user charges. The Advisory Committee shall review and render its advice to the Board of County Commissioners concerning the proposed user charges by November 15 of each year.

Should it become necessary in the opinion of the Board of County Commissioners that a change in user charges be made outside of the normal budget cycle, the Commissioners shall submit the proposed rate change to the Advisory Committee and the Committee shall review and render its advice concerning said proposal within ninety (90) days of its receipt.

Failure of the Advisory Committee to act on the proposals referred to herein within the required time shall be construed as approval of the same.

5. ACCOUNTING AND AUDITS

- a. The County shall maintain accounts for the solid waste disposal operation in accordance with the requirements of the Washington State Auditor.
- b. Authorized representatives of any party hereto shall have the right to inspect the books of account at any reasonable time.

6. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Management Fund shall vest in Thurston County. In the event of sale of any surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, regulation, grant or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property it shall be disbursed to participating jurisdictions by an agreed upon formula to be worked out at time of sale.

7. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Governments and the new party agree upon in writing.

8. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for Solid Waste Management" dated July 6, 1977.

9. TERM

Commencing on the date this Agreement is last executed, it shall continue for a term of three (3) years.

Any party hereto may withdraw and terminate its rights and obligations under this Agreement if a substantial decrease occurs in the amount of solid waste deposited at the landfill which is generated within the jurisdiction of any party. In such cases, six (6) month's notice of intent to withdraw shall be given to all parties hereto.

10. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Board of Thurston County Commissioners after execution by all other Participating Governments.

EXECUTED as of the dates set forth opposite their signatures.

THURSTON COUNTY

Karen Frank

Chairman, Board of County Commissioners

Date: 9-28-82

ATTEST:

Patti K. Zech

Clerk of the Board

CITY OF OLYMPIA

Rafael Watson

Date: Sept 9, 1982

ATTEST:

Mary Clark

City Clerk

CITY OF

Lacey
Velma Stone

Date: Sept. 10, 1982

ATTEST:

Lorilyn McQueen

City Clerk

CITY OF TENINO

Maurice A. Knight

Date: Sept. 21, 1982

ATTEST:

Donna A. Stone

City Clerk

CITY OF

Date: _____

ATTEST:

City Clerk

RESOLUTION 379

CITY OF LACEY

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR SOLID WASTE MANAGEMENT

WHEREAS, the City of Lacey by passage of Resolution No. 370, adopted the Comprehensive Solid Waste Management Plan for Thurston County, and

WHEREAS, it is to the advantage of the City of Lacey and for the welfare of its citizens to enter into a joint intergovernmental agreement with Thurston County and other cities within said county for the carrying out of said management plan, and

WHEREAS, agreement has been reached between the Cities of Lacey, Olympia and Tumwater, Thurston County, and the Town of Tenino, for the establishment of a solid waste management advisory committee, for the designation of Thurston County as the administrator of said plan within the county and the necessary contractual relationships for fulfillment of the plan, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY that the agreement attached hereto entitled "Intergovernmental Agreement for Solid Waste Management" between the Cities of Lacey, Olympia and Tumwater, Thurston County, and the Town of Tenino, is hereby approved and the City Manager is authorized and directed to enter into said contract on behalf of the City of Lacey.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, this 30 day of June, 1977.

CITY COUNCIL

By Karen R. Graves

Mayor

Attest:

Janell W. Smith
City Clerk (Acting)

Approved as to Form:

[Signature]
City Attorney



INTERGOVERNMENTAL AGREEMENT FOR
SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into this 6th day of July, 19 77, by and between THURSTON COUNTY, Washington; the CITY OF OLYMPIA, Washington (hereinafter called "Olympia"); the CITY OF LACEY, Washington (hereinafter called "Lacey"); and the CITY OF TUMWATER, Washington (hereinafter called "Tumwater"); and the TOWN OF TENINO, Washington (hereinafter called "Tenino"); all of which are organized under the laws of the State of Washington and are herein collectively referred to as "Participating Governments";

WITNESSETH:

WHEREAS, continuing technological changes in methods of manufacture, packaging, and marketing of consumer products, together with the economic and population growth of the Participating Governments, the rising affluence of the citizens, and expanding industrial activity, have created new and accelerating problems involving disposal of garbage, refuse, and solid waste materials resulting from domestic, agricultural, and industrial activities; and

WHEREAS, the existing solid waste landfill site at Hawks Prairie serving the Participating Governments is scheduled for closure in approximately eighteen (18) months, necessitating the acquisition and development of a new solid waste disposal site; and

WHEREAS, the Participating Governments have adopted, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, "Comprehensive Solid Waste Management Plan, Thurston County," (December 1976 ed. as amended February 23, 1977), hereinafter referred to as "The Comprehensive Plan" covering the storage, collection, transportation, processing, utilization and disposal of solid wastes in Thurston County; and

WHEREAS, Chapter 39.34 RCW, entitled "Interlocal Cooperation Act", permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other municipal governments on the basis of mutual advantage; and

WHEREAS, it is to the mutual advantage of the Participating Governments in the interests of economy, proper solid waste management, and the prevention of littering, to participate in a joint county-city solid waste management program; and

WHEREAS, the Participating Governments are desirous that Thurston County, acting through the Board of County Commissioners, provide for a solid waste management program including the acquisition and development of a new solid waste disposal site for the mutual benefit of the parties herein; and

WHEREAS, the Board of County Commissioners acting for Thurston County is willing to provide for such a solid waste management program, including the purchase of a new landfill site, in accordance with applicable state and federal laws and regulations, providing that each of the Participating Governments, by its pledge as evidenced hereinafter, will in the future assume its fair and equitable share of the right and proper costs of these facilities during the term of this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Governments hereto as follows:

1. PURPOSE OF AGREEMENT. The purposes of this agreement are as follows:

A. To provide for the economic and sanitary disposal of solid wastes produced or generated within each Participating Government, including the unincorporated areas of Thurston County.

B. To cooperate with county, state and federal public health and pollution control agencies in preventing the contamination and pollution of land, water, and air resources.

C. To provide through Thurston County the engaging of such contractors, employees, equipment, facilities and grounds as are necessary to adequately perform the functions prescribed herein, including the acquisition and development of a new solid waste disposal site or sites and transfer station sites.

D. To make a binding commitment of Thurston County with the other Participating Governments to provide solid waste disposal facilities and to pledge and collect payments therefor.

E. To receive and expend state, federal and private grants and other moneys which may be available to the extent permissible by state and federal laws.

F. To provide for the establishment of the Thurston County Solid Waste Management Advisory Committee and to designate the powers of said committee.

2. SOLID WASTE MANAGEMENT-ADVISORY COMMITTEE.

A. Establishment. There is hereby created a Solid Waste Management Advisory Committee which shall consist of the following members: One elected official and alternate each from Olympia, Lacey, Tumwater and Thurston County; and one elected official and alternate representing all towns in the County participating in this Agreement. Representatives shall be appointed to said Advisory Committees by the governing body of each of said municipalities. In addition, one nonvoting representative of the commercial garbage and refuse haulers shall be selected by the Advisory Committee with the advice of the collection industry.

B. Voting. Each municipal representative on the Advisory Committee shall have one vote and proxy voting shall not be allowed.

C. Meetings. The Advisory Committee shall select its chairperson and such other officers, shall fix a time and place for its meetings, and establish such rules and procedures as it deems appropriate.

D. Powers and Duties. The Advisory Committee shall be advisory to the Board of County Commissioners and to the other Participating Governments concerning all matters relating to solid waste management. Any property acquisition in excess of \$5,000.00 and the terms of any contract awarded by the county for the operation of a solid waste disposal site including solid waste disposal rates and hours of operation, and any amendment thereto, shall be subject to the approval of a majority of the Advisory Committee. Thurston County shall submit to the Advisory Committee all proposed contracts or contract amendments, grant applications, and other matters affecting the solid waste program or operation of the solid waste disposal site and transfer stations.

3. SOLID WASTE MANAGEMENT-PROGRAM ADMINISTRATION. Thurston County is hereby designated as the exclusive agent for the Participating Governments for the administration of the Comprehensive Plan within Thurston County and, except as otherwise provided in this agreement, shall have full authority:

A. To provide and manage solid waste management facilities and services to all Participating Governments hereto within the County solid waste service area defined herein, excluding the manner of collection and transfer of solid waste within the corporate limits of the Participating Governments.

B. To receive funds from the Participating Governments as payment for providing solid waste management services.

C. To establish a schedule of service charges and fees to be collected from all users of solid waste management facilities.

D. To purchase, lease, receive as gifts or donations, or otherwise acquire all land, building, equipment, or supplies needed to provide a solid waste management program.

E. To contract, or otherwise provide operational services for solid waste management facilities.

F. To make or cause to be made studies and surveys necessary to carry out the functions of county-city solid waste management.

G. To propose and recommend to the Participating Governments such ordinances or regulations governing solid waste as might be deemed desirable.

H. To provide for a system of budgeting, accounting and auditing of all funds associated with the solid waste management program.

I. To accept grants or loans of money or property from the United States, the State of Washington, or any persons or entity for any part or operation of the solid waste management program, and to enter into any agreement in connection therewith, and to hold, use and dispose of such money or property in accordance with the terms of the gift, loan or grant.

4. ORGANIZATION.

A. Thurston County through its Department of Public Works shall supervise and make arrangements for all solid waste management facilities.

B. Thurston County through its Department of Public Works or its delegated agent shall have charge of managing the solid waste management program for the benefit of all of the citizens residing within the Participating Governments.

C. Thurston County shall enter into an agreement with a solid waste contractor selected through lawful procedures conducted by the County, to operate any solid waste disposal facilities or provide any other services required hereunder. The County shall require any such solid waste contractor to operate the solid waste management program or portion thereof in accordance with the requirements of the Thurston-Mason County Health District, the Washington State Department of Ecology and other applicable state, local and

federal laws and regulations. All such contracts shall be submitted to and approved by the Advisory Committee for approval prior to advertising or submitting bids.

5. FINANCING.

A. The costs of acquisition, construction, maintenance and operation of a solid waste disposal site or sites are to be paid for by a user charge to be established by county ordinance. The costs of administration of "The Comprehensive Plan" shall be paid for by a surcharge to be included in the overall user charge. The user charge shall be based upon a cost per cubic foot for commercial or institutional haulers and a separate fee schedule for privately hauled waste.

B. All or any portion of any costs of acquisition and construction connected with the solid waste management program may be paid for by a voter approved general obligation bond upon such terms and conditions as may be approved by the Solid Waste Advisory Committee. The financing authorized herein is an alternative to the financing contemplated in Paragraph 5.A. above.

C. The County shall submit the preliminary budget to the Solid Waste Management Advisory Committee by October 1 each year for review on behalf of its constituent members. Comments on the preliminary budget must be received by November 30 of each year to permit the Board of County Commissioners to take action on the County budget.

D. Any surplus funds generated by administration of "The Comprehensive Plan" shall be carried forward from year to year as funds available for capital, maintenance or operation and shall be considered in determining the fees to be charged in the succeeding year. Any deficit generated by administration of "The Comprehensive Plan" shall be paid for by interest bearing warrants to be paid from the solid waste fund. The County Treasurer shall advise the Board of County

Commissioners and the Solid Waste Advisory Committee at any time that interest bearing warrants are issued and the Solid Waste Advisory Committee shall have sixty (60) days to recommend to the Board of County Commissioners an amendment to the budget and fee ordinance to pay off such warrants and the interest thereon and maintain the program on a current basis.

E. In the event that bonds are issued to cover the cost of all or any part of "The Comprehensive Plan", the Participating Governments agree that the Advisory Committee shall approve any budget and fees identified as necessary to assure all of the obligations imposed by any Bond Resolution including but not limited to debt service obligations.

6. BUDGET AND FUNDS.

A. The County shall establish a solid waste management fund as a non-lapsing fund within the county budget. All revenues and expenses in connection with "The Comprehensive Plan" in Thurston County shall be budgeted and accounted for through this fund. Receipts deposited in the solid waste management fund shall be used only for solid waste management purposes within Thurston County, as provided for in the Plan, including debt service or warrant interests unless otherwise required by law, grant, regulation or contract.

B. The County, in preparing a future solid waste budget, shall include the following expenditures:

1. The overhead administrative expenses of the County allocable to the management of the solid waste program..

2. The capital costs of the solid waste program including all costs of planning, engineering, property facilities, machinery or equipment.

3. Such other costs as may be identified by the Advisory Committee as necessary to the performance of this agreement.

7. ACCOUNTING AND AUDITS.

A. The County shall maintain accounts for the solid waste disposal operation in accordance with the requirements of the Washington State Auditor.

B. Authorized representatives of any party hereto shall have the right to inspect the books of account at any reasonable time.

8. PROPERTY RIGHTS.

A. Title to all property acquired with funds from the solid waste management fund shall vest in Thurston County. In the event of sale of any surplus property such funds shall be deposited in the solid waste management fund unless otherwise required by law, regulation, grant or contract.

9. TERM. This agreement shall continue until rescinded, or terminated, as herein provided.

10. RESCISSION OR TERMINATION. This agreement may be rescinded and all obligations herein terminated only by written consent of all the parties hereto. A party wishing to withdraw shall notify all other parties to this agreement in writing at least ninety (90) days before separation, and shall be subject to the restrictions of Paragraph 13.

11. ADMISSION OF NEW PARTIES.

A. It is recognized that public entities other than the Participating Governments hereto may wish to join this agreement.

B. Additional public entities may be added upon such terms and conditions as the then Participating Governments shall agree upon.

C. The terms and conditions upon the admission of such additional parties shall be evidenced by a written addendum to this agreement, signed by the then Participating Governments and the additional parties.

12. AMENDMENTS. Amendments to this agreement shall only be made by written agreement of all of the parties hereto.

13. DEBT. In the event the County must incur bond or loan indebtedness to acquire land or facilities for solid waste disposal, the County shall serve a written notice by registered mail to each signatory party at least ten (10) days prior to the meeting at which the proposal will be discussed. Such notice shall include the specific information in the proposal. Each party shall submit to the County in writing its concurrence or objection to incurring such indebtedness within forty-five (45) days following such a meeting.

After incurring such indebtedness, no party may then withdraw from this agreement, or in any way terminate, amend, or modify this agreement to the detriment of the bond holders or the holders or notes or other evidences of indebtedness or incumbrances. No such debt exists at the time of signing this agreement.

14. ARBITRATION. Any controversy or claim between any two or more parties to this agreement in respect to the County's operation of the solid waste disposal facilities, or any claims, disputes, demands or misunderstanding arising out of this agreement, shall be submitted to and determined by arbitration in accordance with RCW 7.04.010 et seq. with three arbitrators to be appointed by the Court pursuant to RCW 7.04.050.

15. EFFECTIVE DATE. This agreement shall be effective upon acceptance by the Board of Thurston County Commissioners after approval of all Participating Governments as evidenced below.

IN TESTIMONY WHEREOF, the parties signatory hereto have caused this agreement to be executed by their duly authorized governing authorities as of the date and year first above written.

ACCEPTED this 6t h day of July, 19 77.

THURSTON COUNTY

By George L. Barner Jr.
Chairman, Board of County
Commissioners

ATTEST: Bev. V. White Deputy
County Auditor & Ex
Officio Clerk of the Board
of County Commissioners

CITY OF OLYMPIA

By Tom Allen
TOM ALLEN, Mayor

ATTEST: Alce W. Hancock
City Clerk

CITY OF LACEY

By Robert K. Williams
ROBERT K. WILLIAMS, City
Manager

ATTEST: Timothy McGinnis
City Clerk

CITY OF TUMWATER

By Wes Barclift
WES BARCLIFT, Mayor

ATTEST: Mary J. Benson

TOWN OF TENINO

By Robert J. Pettit
ROBERT J. PETTIT, Mayor

ATTEST: Ann L. Stuck