

POULSBO DISTRIBUTION SCHEDULE

ORDINANCE NO.

RESOLUTION NO.

RESOLUTION OF INTENTION NO.

SUBJECT: Interlocal Agreement w/Kitsap County & Other Cities re
Solid Waste Disposal Vendor Selection

CONFORM AS TO DATES & SIGNATURES:

- Filed with the City Clerk
- Passed by the City Council 1/12/2000
- Signature of Mayor
- Signature of City Clerk
- Publication
- Effective Date: May 8, 2000 - May 8, 2025

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- Kitsap County Herald - Publish Summary
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- Book Publishing File
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- Civil Service Commission and/or Sec/Chief Examiner
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- Engr/Bldg
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Kj
City Clerk

7-25-2000
Date

KC-021-00
INTERLOCAL AGREEMENT REGARDING
SOLID WASTE DISPOSAL VENDOR SELECTION

THIS AGREEMENT is executed by and among Kitsap County ("County") and the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo (the "Cities") (the County and the Cities are collectively referred to herein as "the Parties") for the purposes of procuring competitively-priced transfer station and solid waste disposal services; promoting the health, safety and welfare of the County's and Cities' residents; protecting the natural environment throughout the County. The Parties enter into this Interlocal Agreement ("Agreement") effective as of the date set forth in Section 8(A) for the purposes and under the terms contained herein.

WHEREAS, the Parties have cooperated in developing and implementing the County's comprehensive solid waste management plan pursuant to RCW 70.95 ("the Plan") on behalf of the County and the Cities; and

WHEREAS, Olympic View Sanitary Landfill, the only operating municipal solid waste landfill in the County, is projected to reach capacity within the next three to five years, and the landfill owner has proposed an earlier closure; and

WHEREAS, in anticipation of the closure of this landfill and in recognition of the absence of alternative local landfill sites, the Parties desire to cooperate to procure long-term transfer station and solid waste disposal services; and

WHEREAS, by entering into an interlocal agreement providing for the joint procurement of such services, the Parties can more effectively and efficiently procure and manage these transfer station and solid waste disposal services; and

WHEREAS, to assist in procuring these services at a competitive price, the Cities and County, agree to coordinate their efforts to dispose of all solid wastes collected within the cities at the Disposal Site(s) to be provided by the Vendor selected pursuant to this Agreement; and

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW; and

THEREFORE, in consideration of mutual promises and covenants herein, the Parties agree:

Section 1. Definitions: Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, the Parties shall use the definitions found in RCW 70.95.030, RCW 70.138.020, WAC 173-351.100 and WAC 173-304-100, as they may be amended.

“Agreement” means this interlocal agreement.

“Cities” means any of the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo, Washington (collectively, the “Cities”).

“County” means Kitsap County, Washington.

“Disposal Site” means a facility where any final treatment, utilization, processing, transfer or deposit of Solid Waste originating in the County or the Cities occurs. For purposes of this Agreement, a waste export transfer station shall be deemed a Disposal Site.

“Ecology” means the Washington State Department of Ecology, or its successor agency.

“Joint Board” means the joint board established pursuant to Section 5 of this Agreement.

“Plan” means the Kitsap County Comprehensive Solid Waste Management Plan, as amended from time to time.

“Procurement Administrator” means the County staff person responsible for the day-to-day implementation of the Vendor-selection process.

“Vendor” means any person with whom the Parties contract for any or all of the design, construction, ownership, operation or services of any Disposal Site or other solid waste handling facility.

Section 2. Authority and Responsibilities of the County. The County shall:

- A. Continue to engage in solid waste management and planning, including preparation of the Plan, as provided by separate interlocal agreement among the County and the Cities;
- B. Continue to oversee and/or implement regional solid waste programs to provide consistent, environmentally-sound solid waste services throughout the Cities and County;
- C. Conduct a procurement process for selecting one or more Vendors to provide solid waste transfer station services, disposal services and long-haul services; and
- D. In consultation and cooperation with the Cities as provided in this Agreement, enter into and administer a contract with one or more Vendors for solid waste transfer station and disposal services for the Parties.

Section 3. Responsibilities of the Cities. Each City shall:

- A. With the exception of jurisdictions from which solid waste is collected pursuant to a WUTC certificate, direct solid waste collected within the City (whether collected directly by the City or by a solid waste collection company) to the Vendor selected through the procurement process; to the extent the City can do so legally and practically under the terms of any contract in existence on the date a Vendor is recommended, take reasonable action to enforce such direction; revise as appropriate any contracts with solid waste haulers to ensure that solid waste hauled is disposed at the Disposal Site(s) consistent with the Plan; make any and all good faith efforts to revise such existing and/or future contracts to allow for the direction of solid waste to the selected Vendor; and
- B. Cooperate in implementing Plan elements.
- C. Enter into a contract with one or more Vendors for solid waste transfer station and disposal services upon the recommendation of the Joint Board. If, when the contract with the Vendor is executed, a City has not yet revised its existing contract with a solid waste hauler to allow for the direction of solid waste to the selected Vendor pursuant to Section 3(A) above, the contract with the Vendor shall make appropriate provisions for the inclusion of that City's solid waste stream when it has revised its hauling contract. If a City elects not to enter into such contract(s), such City shall withdraw from this Agreement in accordance with Section 4(C).

Section 4. Duration and Termination of, and Withdrawal from, Agreement:

This Agreement shall remain in force for 25 years from the date that it is first effective as to all Parties, unless earlier terminated or extended pursuant to the provisions of this section. No Party may terminate or withdraw from this Agreement before 5 years from the date of execution, except that Cities may withdraw pursuant to the opt out procedures set forth in subsection C. After that date, termination and withdrawal may occur as follows:

- A. Termination. This Agreement may be terminated in any year from and after 5 years from the date of execution, by a vote of a majority of the Parties. Written notice of termination shall be given to all Parties no less than nine months prior to the last day of the County's then-current budget year; provided, however, that this Agreement may not be terminated if termination would significantly impair any contractual obligation of the County arising from the performance of this agreement; and provided further, that if a termination of this Agreement is prospectively

approved pursuant to this provision (that is, if approved for a date in the future when existing contracts will have expired or otherwise not be impaired), then no Party to this Agreement shall take any action that would result in such termination resulting in an impairment of contract. Termination shall not absolve any party of responsibility for meeting financial and other obligations outstanding at the time of termination. In addition to the foregoing conditions, no termination of this Agreement may take place until and unless each City and the County has prepared and received Ecology approval of its own solid waste management plan.

- B. Withdrawal. In any year from and after 5 years from the date of execution, a City may withdraw from this Agreement by giving written notice to all Parties no less than nine months prior to the last day of the County's then-current budget year; provided, however, that no City may withdraw from this Agreement if withdrawal would significantly impair any contractual obligation of the County arising from the performance of this agreement. Withdrawal will not absolve any City of responsibility for meeting financial and other obligations outstanding at the time of withdrawal. If a City elects by this section to withdraw at some future date when there would be no impairment of existing contracts as a result of such withdrawal, then no Party to this Agreement shall take any action that would result in such withdrawal resulting in an impairment of contract. Prior to withdrawal, a withdrawing City shall prepare and receive Ecology approval of its own solid waste management plan.
- C. Opting Out. Prior to execution of the contract for transfer station and solid waste disposal services between the Parties and a Vendor, a City may withdraw from this Agreement by giving written notice to all Parties no less than thirty (30) days after the County has presented a Vendor contract for signature by the Parties; provided, however, upon opting out, the opting out Party shall be responsible for preparing and securing Ecology approval of its own solid waste management plan.

Section 5. Formation of Joint Board: A Joint Board (the "Joint Board") is hereby formed to consider and provide advice on various matters in the Vendor-selection process. The primary function of the Joint Board is to participate in the selection process and to confirm the Procurement Administrator's recommendations of one or more Vendors.

In order to accommodate the interests of and to ensure the participation of each Party, the Joint Board shall be composed of one elected official, or his or her designee, appointed by the legislative authority of each Party. All actions of the

Joint Board shall be taken by vote, and no action shall be effective unless there is a consensus among the Board members. The Joint Board shall:

- A. Meet at least quarterly, and more often as necessary, at the call of the Procurement Administrator or a majority of the members of the Joint Board; and
- B. Develop a process for soliciting Vendor proposals, including, for example, interviews with interested Vendors, preparing packages for requests for proposals, and reviewing all proposals submitted; and
- C. Confirm one or more Vendors recommended for approval by the Procurement Administrator; and
- D. Consult with the Procurement Administrator, who is responsible for the day-to-day operations of the Vendor-selection process.
- E. Report back to the Board member's legislative body with information regarding the selection process and recommendations of the Joint Board.

For the purposes of RCW 39.34.030(4), the Joint Board is a "joint board." There will be no real or personal property held by the Joint Board under this Agreement.

Section 6. Assets and Liabilities: On termination of this Agreement, any assets owned separately by a Party shall remain the property of that Party. In entering into this Agreement, no Party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the Parties.

Section 7. Miscellaneous Provisions

- A. Effective Date: This Agreement shall take effect the first date on which all Parties have taken all necessary action to authorize and execute this Agreement
- B. Amendment: This Agreement may be amended only in writing and only by agreement of all Parties and adoption by each Party of an ordinance or resolution authorizing execution of such amendment, except as set forth in this section. The Parties hereby agree that this Agreement may be amended, without the further agreement of all Parties and without the adoption by each Party of an authorizing ordinance or resolution, to allow other governmental entities, including tribes, the United States Navy,

adjoining counties, and any new City within the County that incorporates after the effective date of this Agreement, to join as a Party. Such amendment shall be effective as of the date on which such governmental entity adopts a resolution approving of its inclusion as a Party to this Agreement. The Parties further agree that this Agreement may be amended upon consensus of all Parties to allow for the parties to undertake solid waste functions other than procurement for solid waste disposal.

- C. Non-Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.
- D. No Third-Party Beneficiary: This Agreement is entered into to protect the public health, safety and welfare of the residents of the Cities and County and to promote the effective and efficient disposal or other handling of solid waste in the Cities and the County. This Agreement is not entered into with the intent that it shall benefit any party not signing this Agreement, and no other person or entity shall be entitled to be treated as a third-party beneficiary of this Agreement.
- E. Assignment: Upon the creation of a solid waste disposal district pursuant to RCW Ch. 36.58, the County and any City opting into such a disposal district may assign its rights and obligations under this Agreement to the solid waste disposal district.
- F. Severability: If any provision of this Agreement is determined to be invalid, the remaining provisions shall continue in full force and effect.
- G. Counterparts: This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

IN WITNESS HEREOF, this Agreement is executed by Kitsap County and by the



Kitsap County Department of Public Works

614 Division Street (MS-27), Port Orchard, WA 98366-4699

R.W. Casteel, PE., Director

January 12, 2000

The Honorable Donna Jean Bruce
Mayor of Poulsbo
19050 Jensen Way NE
Poulsbo, WA 98370

Dear Mayor Bruce:

Enclosed is the latest version of the Interlocal Agreement KC-021-00 (dated 1/12/00) for your review and signature. Please return the signed original to my attention.

The only text changes in this version are in Section 4A, second sentence. The bold text is new... "Written notice of termination shall be given to all Parties no less than nine months prior to the last day of the County's then-current budget year; provided, however, that this Agreement may not be terminated if termination would **significantly** impair any contractual obligation of the County **arising from the performance of this agreement...**" The same changes are made to Section 4B, second sentence. In Section 4C the number of days for written notification was increased from fifteen to thirty. There were minor formatting corrections made to Sections 5 and 7.

A meeting is scheduled for **Tuesday, January 18, 2000**. The meeting will be held at the Kitsap County Public Works Building-3rd Floor Conference Room, from 1:30 p.m. – 3:30 p.m. We have been in touch with your representative to invite them to participate.

If you have any questions, please contact me at 337-4626.

Thank you for your attention.

Sincerely,

Gretchen Olsen
Solid Waste Division Manager

Enclosure: Interlocal Agreement KC-021-00 (1/12/00)

cc: Lynn Nordby, City of Bainbridge Island
Gene Sampley, City of Bremerton
Kathleen McCluskey, City of Bremerton
Larry Curles, City of Port Orchard
Bill Duffy, City of Poulsbo

Bob Campagna, CNR NW
Mary McClure, KRCC
Shelley Kneip, KC Deputy Prosecutor
KC Board of Commissioners
Malcolm Fleming, County Administrator

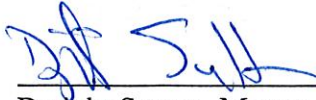
RECEIVED

JAN 18 2000

Cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo, Washington.

DATED this ____ day of _____, 2000.

CITY OF BAINBRIDGE ISLAND



Dwight Sutton, Mayor

CITY OF BREMERTON



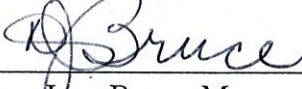
Lynn Horton, Mayor

CITY OF PORT ORCHARD



Leslie Weatherill, Mayor

CITY OF POULSBO



Donna Jean Bruce, Mayor

DATED this 8th day of May, 2000.

KITSAP COUNTY BOARD OF COMMISSIONERS



Tim Botkin, Chair



Chris Endresen, Commissioner



Charlotte Garrido, Commissioner

ATTEST:



Holly Anderson, Clerk of the Board