

## Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning between Pierce County and the City of Tacoma

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation and a political subdivision of the State of Washington ("County"), and the City of Tacoma ("City"), a municipal corporation authorized by Washington State, establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and the City have jointly participated in planning for solid waste management since 1983 through previous interlocal agreements; and

WHEREAS, the Parties wish to continue working jointly to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the coordination of waste reduction, recycling and toxics reductions programs between the County and City creates savings and other benefits for both Parties; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

### I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for continued cooperation by both parties in the creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste

Management Plan (“Plan”), implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW, and this Agreement is authorized by RCW 39.34.030
- B. The City hereby chooses, under RCW 70A.205.040(3)(b), to work jointly with Pierce County to prepare the Plan.
- C. The City agrees that the County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes City representation.

III. OBLIGATIONS

This agreement serves to designate the County and City as equal partners in the development of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan and the updates or replacements of that plan. Obligations of the County, City, or both are:

A. County & City

- 1. Identify planning and administrative duties and assign said duties to County and City staff
- 2. The County and City will provide links and access to the Plan.
- 3. County and City will be responsible for their own staff time.
- 4. To increase communication and maintain an effective partnership, the County and City shall hold regular collaborative meetings. The purpose is to discuss issues of mutual interest, check on progress of the Plan implementation, and coordinate future joint projects and Plan updates.

B. County

- 1. The County will coordinate planning activities with the City and incorporate materials submitted by the City into the Plan.
- 2. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.
- 3. County will be responsible for all time and resources required to manage the adoption process by the incorporated cities and Joint Base Lewis McChord (“JBLM”)

C. City

- 1. The City, at its own expense, will develop portions of the plan assigned to City staff and review and respond to draft versions of the Plan and updates thereof.
- 2. City will provide staff for the creation of the Plan and updates or replacements.

3. City will implement and comply with applicable elements of an adopted Plan and any updates thereto.

#### D. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

#### E. Limitations

1. Nothing in this agreement shall supersede any authority granted to either the County or the City, or otherwise imply any control by one Party over the other Party.
2. Nothing in this agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either party operates.

#### IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

#### V. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.

##### B. Process

1. With input from SWAC, County and City staff will develop a draft and the County will circulate that draft to the Washington State Department of Ecology (Ecology), circulate that draft to the other cities and towns in the Pierce County management system, and make that draft available to the public for comments.
2. After good faith consideration of any responses from the public, cities and town, and Ecology, County staff will prepare a final draft. After consultation with the City, County will have the discretion to decide whether to change the final draft as a result of the responses.
3. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

##### C. Amendments and Updates

1. Either the County or City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County and City shall conduct the Plan development process as outlined in this section.
2. Cities and towns having Interlocal Agreements to join the Pierce County management system may send possible amendments to the County for formal proposal.
3. The County and City shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.
4. Amendments proposed solely for the purposes of addressing an issue that is related to only one of the parties shall be the responsibility of the affected party. This includes all staff time and costs related to that amendment. Lead Agency status for compliance with SEPA requirements for such an amendment, and communications with the other cities and towns, will remain the responsibilities of Pierce County, but costs shall be borne, or reimbursed, by the party responsible for initiating the amendment.

VI. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each local government's governing procedures, by the City of Tacoma and by any combination of cities, towns, and the County representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord.

VII. TERM

- A. Commencing on the Effective Date, as defined herein, this agreement will terminate on January 31, 2030.
- B. City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, the City must provide 12 month's advance written notice to County before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body, PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.

- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

VIII. EFFECTIVE DATE

- A. This Agreement shall be effective on the January 1, 2022 (Effective Date). The Parties agree that in the event this Agreement is approved on or after the Effective Date, the terms and conditions hereof shall be construed as having been in full force and effect as of the Effective Date.

IX. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00 PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

City of Tacoma Solid Waste Division Manager  
3510 S. Mullen St.  
Tacoma, WA 98409  
[Lewis.griffith@cityoftacoma.org](mailto:Lewis.griffith@cityoftacoma.org)

Pierce County Planning & Public Works  
9850 64th St. West  
University Place, WA 98467  
[PCRECYCLE@piercecountywa.gov](mailto:PCRECYCLE@piercecountywa.gov)

- B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works Department and the Solid Waste Division Manager for the City of Tacoma, or their designees, shall be the Agreement Administrators. If a Division of either name ceases to exist, the manager of whatever County or City office succeeds to its responsibilities shall be the Agreement Administrator(s).

XII. INDEMNIFICATION

- A. The City of Tacoma agrees to indemnify and hold harmless Pierce County, its officials, officers, agents, employees, volunteers, and representatives from and against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the City's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the City shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.
- B. Pierce County agrees to indemnify and hold harmless the City of Tacoma, its officials, officers, agents, employees, volunteers, and representatives from and against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by Pierce County's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, Pierce County shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.
- C. The foregoing obligations shall survive termination of this Agreement.

XIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

IN WITNESS WHEREOF, this contract will be fully executed when all parties have signed below.

**CITY OF TACOMA:**

\_\_\_\_\_  
\_ Elizabeth A. Pauli, City Manager                      Date

\_\_\_\_\_  
Andy Cherullo    Date  
Finance Director

**Attest:**

\_\_\_\_\_  
Doris Sorum    Date  
City Clerk

**Approved as to Legal Form Only:**

\_\_\_\_\_  
Chris Bacha,    Date  
Chief Deputy City Attorney

**PIERCE COUNTY:**

**Approved as to Legal Form Only:**

\_\_\_\_\_  
Prosecuting Attorney                                      Date

**Approved:**

\_\_\_\_\_  
Department Director                                      Date

\_\_\_\_\_  
Finance Director    Date

\_\_\_\_\_  
County Executive    Date