

**AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF TACOMA
TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION
SERVICES TO COUNTY RESIDENTS**

This Agreement, ("**Agreement**") made and entered into between **PIERCE COUNTY**, a political subdivision of the State of Washington, herein known as the "County", and the **CITY OF TACOMA**, a municipal corporation of the State of Washington, herein known as the "City".

W I T N E S S E T H

WHEREAS, the City of Tacoma has constructed a Household Hazardous waste facility, herein known as the "Facility", located at the Tacoma Landfill; and

WHEREAS, the Facility was constructed to collect, store, and prepare for transfer household hazardous waste received from City residents; and

WHEREAS, through four previous agreements, the City and the County have successfully utilized the Tacoma Facility for County residents; and

WHEREAS, the County desires to supplement its own household hazardous waste program for County residents by continuing an agreement with the City to permit County residents to dispose of household hazardous waste at the City Facility; and

WHEREAS, the parties hereto have co-sponsored household hazardous waste collection events in prior years where residents of both the City and the County have been encouraged to dispose of household hazardous waste; and

WHEREAS, the coordination and consolidation of household hazardous waste programs between the County and City creates savings for both parties in the form of lower disposal rates from chemical disposal contractors and the avoidance of capital costs for the siting and construction of additional household hazardous waste facilities; and

WHEREAS, the County and the City acknowledge that it is in the best interests of all residents to work cooperatively to provide County residents with opportunities to dispose of household hazardous waste;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS DESCRIBED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose.

The purpose of this Agreement is to formalize the arrangement between the City and County to coordinate and consolidate the collection of household hazardous waste ("HHW") in the County.

2. Duration of Agreement and Termination.

Once this Agreement is executed by all of the parties, it shall become effective on January 1, 2016 and remain in effect through December 31, 2020, unless terminated sooner as requested by either party with sixty (60) days advanced written notice to the other party.

This agreement may be extended in its current form until December 31, 2022 upon written agreement by the County's Solid Waste Administrator and the City's Solid Waste Management Division Manager. The extension shall be implemented in a two-year period. Each party shall notify the other party in writing of their intent to extend this agreement by September 1st of the year in which the Agreement is to expire.

3. Responsibilities of the Parties.

A. **The City will open its permanent Household Hazardous Waste Facility to County residents.** The City will permit County residents to dispose of household hazardous waste at the Facility in the same quantities and manner as permitted to be received from City residents. The term "household hazardous waste" shall be defined according to Tacoma Municipal Code ("TMC") 12.09.030, as hereinafter amended.

1) The City will accept, collect, dispose, or treat waste in accordance with plans and specifications outlined in the Household Hazardous Waste Facility Operations Plan ("Operations Plan") dated December 2004 or as hereafter amended. The City will not accept dangerous wastes from large and medium quantity generators as defined in WAC 173-303-070 or other unacceptable waste as described in the Operations Plan for the Facility.

2) Notice of availability of the Facility to County residents will primarily be through public disposal service request telephone calls to either the County's Solid Waste Division or the Tacoma-Pierce County Health Department's Hazardous Waste Hotline. The County shall submit to the City for prior approval any promotional activities to be undertaken significantly greater than the current level of promotion.

3) Nothing in this agreement shall obligate the County to provide personnel or assume operation and maintenance responsibilities for the Facility. Nor shall any provision of this agreement change in any manner the rules and restrictions under which the City accepts household hazardous wastes for disposal.

4) If regulations or environmental considerations warrant collection of additional waste materials not currently collected from County residents at the Facility, the City may, in its sole discretion, and on a waste-by-waste basis, accept such additional waste materials under this agreement. The City will not accept additional waste materials until such time as the proper permits and/or approvals are obtained and adequate facilities and staff are available to handle the additional waste materials. Such additional waste materials shall be similar in nature to the HHW covered by this Agreement. The collection of any additional waste materials pursuant to this paragraph shall require the written consent of the County's Solid Waste Administrator and the City's Solid Waste Management Division Manager.

B. The City may use a satellite HHW Collection Program to assist the County with emergency management operations.

If acceptable to both parties, the City of Tacoma may use satellite operations to assist the County with emergency management operations. This assistance will only be used for HHW related activities. Availability of this assistance will depend on the availability of City staffing and equipment, location of a suitable site and other relevant factors.

C. The City will utilize its contractors for waste management and disposal of HHW collected. The City shall dispose of the HHW received from County residents at its Facility, satellite HHW collection operations and at the collection events utilizing the services of qualified contractors selected pursuant to competitive procurement requirements for such services.

D. The City and County shall jointly administer this agreement. The County's Solid Waste Administrator and City's Solid Waste Management Division Manager or their designee(s), shall act as contacts for the purposes of this agreement, and shall be responsible for assuring implementation of the provisions of this agreement.

The County and City may meet on a regular basis to discuss issues related to this agreement.

4. Disbursement of Funds.

A. Payment for County Participants using HHW Facility. The City will invoice the County for each County participant signing a release form using the Facility, multiplied by the County Share per Participant. The

County Share per Participant and the methods used to arrive at the County Share per Participant are outlined in the document attached hereto as Exhibit "A" and incorporated herein by reference. The mechanism used to separate County and City participants is also outlined in Exhibit "A".

The County share per participant shall be evaluated at least once per calendar year and shall be revised by mutual agreement between the City Solid Waste Management Division Manager and the County Solid Waste Administrator should changes be necessary.

- B. **Payment for Emergency Satellite HHW Collection.** If implemented, the City will invoice the County for the County portion of the costs associated with the satellite HHW collection program used for assistance rendered for emergency management operations. The basis for the County's share is described in Exhibit "A".

- C. **Payment for Additional Materials as specified in Section 3A(4).** If additional waste materials are collected by the City per Section 3A(4) of this agreement, expenses incurred by the City shall be invoiced to the County. If the waste material is collected as part of routine HHW Facility operations, the charges will be applied as part of the County Share per Participant for the HHW Facility. If collection of the waste material(s) is not part of the routine operations of the HHW Facility, the City will invoice the county for the City's actual cost of managing the waste materials using the Satellite Household Hazardous Waste Collection formula and methods described in Exhibit "A".

5. Indemnification.

The County shall defend, indemnify, and hold harmless the City and its respective employees and appointed and elected officials for any and all damages or money judgments and any claims therefor which they hereafter suffer, incur, are responsible for or pay out as a result of personal injuries (including death), property damage or contamination of or adverse effects on the environment, including but not limited to response costs under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and/or remedial action costs under the Model Toxics Control Act, Chapter 70.105D RCW, to the extent directly or indirectly caused by or directly or indirectly arising from any and all waste collected from Pierce County residents, under, and as authorized by, this Agreement.

The City shall defend, indemnify and hold harmless the County and its respective employees and appointed and elected officials for any and all damages or money judgments and any claims therefor which they hereafter suffer, incur, are

responsible for or pay out as a result of personal injuries (including death), property damage or contamination of or adverse effects on the environment, including but not limited to response costs under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and/or remedial action costs under the Model Toxics Control Act, Chapter 70.105D RCW, to the extent directly or indirectly caused by or directly or indirectly arising from any and all waste collected from City of Tacoma residents, under, and as authorized by, this Agreement.

6. Limitation of Authority.

The parties hereto understand and agree that this agreement does not impose on either party any obligation to exercise the authority or perform the functions of the other, and that neither party is relieved by this agreement of any obligation or responsibility impressed on it by law except to the extent that actual and timely performance thereof is accomplished by the performance of this agreement.

7. All Writings Contained Herein.

This Agreement, together with all exhibits, which are hereby incorporated by reference, constitutes the complete and final agreement of the parties, and replaces and supercedes all oral and/or written proposals that may exist between the parties regarding the coordination and consolidation of household hazardous waste collection activities between the County and the City. This Agreement shall only be modified in writing, signed by authorized representatives of both parties.

Contract/Agreement Name: **AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF TACOMA
TO PROVIDE HOUSEHOLD HAZARDOUS WASTE
COLLECTION SERVICES TO COUNTY RESIDENTS**

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____

CITY OF TACOMA

APPROVED:

T.C. Broadnax, City Manager Date

Mike Slevin, Director Date
Environmental Services

Countersigned:

Andy Cherrulo, Director of Finance Date

APPROVED AS TO FORM:

Assistant City Attorney Date

Contract/Agreement Name: **AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF TACOMA
TO PROVIDE HOUSEHOLD HAZARDOUS WASTE
COLLECTION
SERVICES TO COUNTY RESIDENTS**

PIERCE COUNTY

Deputy Prosecuting Attorney Date
(as to form only)

Budget and Finance Date

Approved:

Department Director Date
(less than \$250,000)

County Executive Date
(if \$250,000 or more)

EXHIBIT "A"

This exhibit establishes the expenses to be reimbursed to the City of Tacoma by Pierce County for Household Hazardous Waste Collection Services provided in accordance with the Agreement between Pierce County and the City of Tacoma to County Residents (Agreement). This exhibit also establishes the method to be used to calculate the County share of costs for County participants use of the permanent Household Hazardous Waste Facility, and the satellite HHW collection program as specified in the Agreement.

Participants Separation by Zip Code

Each participant receiving household hazardous waste collection services at either the City of Tacoma's Household Hazardous Waste Facility or satellite HHW collection program provided in accordance with this Agreement shall provide a zip code to the City or County representatives at the time the services are received. Zip codes shall be used to determine which participants are City or County residents. Table 1 outlines zip codes determined to be within the city limits of Tacoma. Participants residing with the zip codes listed in Table 1 shall be considered City of Tacoma Residents. If the postal zip codes are revised or altered by the United States Government, Table 1 may be revised through written mutual agreement between the Tacoma Solid Waste Division Manager and the Pierce County Solid Waste Administrator to more accurately reflect the City and County boundaries. Participants residing in any other zip codes shall be considered County participants.

TABLE 1

98401	98405	98409	98465
98402	98406	98416	98418
98403	98407	98421	
98404	98408	98422	

Permanent Household Hazardous Waste Facility (County Share Per Participant):

The County shall be invoiced for each County participant receiving services at the City's Permanent Household Hazardous Waste Facility as outlined in the Agreement in Section 4. The County will be invoiced on a regular basis for the costs of services provided. Total costs for the invoice period will be calculated by multiplying the County Share per Participant by the total number of County participants receiving services during the invoice period.

The County Share per Participant will be established by calculating unit costs such as Current Disposal cost per drum, salaries and other costs which are subject to change during the life of this agreement and which may be changed with mutual agreement between the City Solid Waste Management Division Manager and the County Solid Waste Administrator as described in Section 4. In accordance with this Agreement, the

County Share per Participant shall be evaluated a minimum of once per year. Cleanup, remediation or other liability costs associated with the services shall be included in the Share per Participant calculations.

Satellite HHW Collection:

In accordance with the Agreement, the City will invoice the County for a prorated share of the total costs for each Satellite HHW Collection operation or emergency management assistance as defined in the Agreement. The County's prorated share for each satellite HHW collection operation or emergency management assistance operation shall be calculated using the following formula:

$$\text{Prorated Share} = \frac{\text{County Participants}}{\text{Total Participants}} \times \text{Total Costs for Event or Satellite Operation}$$

Total costs for the event or satellite operation will include costs incurred by the City to plan and implement each respective project and includes: labor, hazardous waste contractors, materials such as drums and personal protective equipment, and other costs associated with the event. An itemized invoice will be provided by the City. Cleanup, remediation or other liability costs associated with an event or satellite operation shall be included as a total cost and shall be included in the calculation of prorated share. The invoice for satellite operations will be prepared by the City on a quarterly basis.