

INTERLOCAL AGREEMENT

**BETWEEN KITSAP COUNTY AND MASON COUNTY TO PROVIDE RESIDENTIAL
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL
OPPORTUNITIES**

This agreement is executed between Kitsap County ("Kitsap") and Mason County ("Mason") for the purpose of providing a permanent site with year-round availability for proper disposal of household hazardous waste ("HHW") to Mason County residents at the Kitsap County Household Hazardous Waste Collection Facility.

BACKGROUND

WHEREAS, the Kitsap County Moderate Risk Waste ("MRW") Management Plan (hereinafter the "Plan") was written pursuant to RCW 70.95.220 and adopted by the Kitsap County Commissioners; and

WHEREAS, Kitsap constructed the HHW Collection Facility (hereinafter "the Facility") and has operated the Facility since April 18, 1996; and

WHEREAS, the Facility provides year-round availability for the proper disposal of HHW to Kitsap County residents; and

WHEREAS, HHW disposal is funded through a combination of tipping fees collected at Olympic View Transfer Station and a portion of the Coordinated Prevention Grant between the State of Washington Department of Ecology and Kitsap County; and

WHEREAS, Mason residents have utilized the Facility over the past twenty (20) years and desire to continue use of the Facility; and

WHEREAS, Kitsap and Mason share common goals to: protect watersheds; protect groundwater and drinking water quality; provide opportunities for residents to properly dispose of HHW; educate residents about potential hazards regarding storage of hazardous products; and

WHEREAS, Kitsap and Mason find it is in the best interest of their citizens and in the public welfare to enter into an interlocal agreement pursuant to RCW 39.34 regarding these common goals; and

WHEREAS, Kitsap agrees to provide year-round HHW collection opportunities to Mason residents for the waste stream set forth in Exhibit 1, attached hereto; and

WHEREAS, Kitsap agrees to provide year-round HHW collection opportunities to Mason residents for the fee to Mason set forth below; and

WHEREAS, Kitsap and Mason are authorized to enter into Interlocal Agreements pursuant to Chapter 39.34 RCW;

NOW THEREFORE, the parties mutually agree as follows:

The recitals are hereby incorporated into the Agreement by this reference.

Kitsap shall make its facility services available to Mason residents according to the terms of this Interlocal Agreement, and shall serve as the "lead entity" in the ongoing administration and implementation of this Agreement.

Mason agrees to (a) advertise the expanded opportunities for HHW collection to Mason residents; and (b) provide Kitsap with Mason specific MRW education materials for distribution to Mason customers.

Mason agrees to reimburse Kitsap \$50.00 per documented Mason customer. Notwithstanding the preceding, Mason payments are not to exceed \$55,000.00 per year (1,100 customers) unless specifically approved in writing in advance.

Kitsap shall submit monthly invoices for collection and disposal services pursuant to this Agreement to which Kitsap is entitled to compensation. Invoices shall detail the number of Mason customers and describe their waste stream. A copy of Mason customer sign in sheets will accompany each invoice. Mason shall make payment within thirty (30) days following receipt of billing. Kitsap shall maintain adequate records to support billings under this Agreement.

This Agreement shall commence at time of signing, with the effective date on January 1, 2017, for purposes of cost reimbursement for services, and shall extend through December 31, 2018. The parties may agree to extend this Agreement for an additional year by amendment as set forth below.

Kitsap may terminate this Agreement whenever Kitsap determines, in its sole discretion, that such termination is in the best interests of Kitsap County. Termination of this Agreement by Kitsap at any time during the term, whether for default or convenience, shall not constitute a breach of this Agreement.

Mason County may terminate this Agreement upon provision of sixty (60) days written notice to Kitsap, and shall be liable for all actual costs incurred through the termination date specified in such notice, consistent with the per customer fees prescribed above.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period by Mason, Kitsap shall not be obligated to provide services after the end of the current fiscal period.

Mason and Kitsap agree to defend, indemnify and hold harmless each other, at their sole expense, including attorneys' fees, from and against any and all claims, demands, losses, damages, liabilities, and expenses of any nature whatsoever,

including, but not limited to personal injury or property damage, arising out of the performance of this Agreement, whether the demand, loss or claim is due to the negligence of either Mason, or Kitsap, or of their elected and appointed officials, officers, employees and agents, except for injury or damages caused by the sole negligence or willful misconduct of either Kitsap or Mason, its elected or appointed officials, officers, employees or agents.

This Agreement may be amended only upon the written agreement of the parties executed with the same formalities required for the execution of this Agreement. There will be a review of per customer costs if an extension is desired.

No separate entity is created by this Agreement and any property purchase under this Agreement shall be the property of the purchaser.

This Agreement shall be, at a minimum, recorded with the Kitsap County Auditor.

Any notices and payments shall be mailed to, and the contract shall be administered by:

For Kitsap County:

Kitsap County Public Works
Solid Waste Division
614 Division Street, MS-27
Port Orchard, Washington 98366
Attn: Patricia Campbell

For Mason County:


Mason County Public Works Department
Utilities and Waste Management Division
P.O. Box 578
Shelton, Washington 98584
Attn: Melissa McFadden

DATED this 22nd day November, 2016

DATED this 12 day DEC, 2016

**BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON**

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



TERRI JEFFREYS, Chair

NOT PRESENT

EDWARD E. WOLFE, Chair

TIM SHELDON, Commissioner



CHARLOTTE GARRIDO, Commissioner



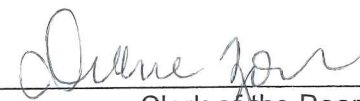
RANDY NEATHERLIN, Commissioner



ROBERT GELDER, Commissioner

ATTEST:


ATTEST:



, Clerk of the Board



Dana Daniels, Clerk of the Board

Approved as to form:
Tim Whitehead, Chief DPA



Approved as to form by the Kitsap County Prosecuting
Attorney's Office


EXHIBIT 1

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|---------------------|
| A-Fuels |
| Aerosols |
| Antifreeze |
| Auto Batteries |
| Cleaners |
| Household Batteries |
| Latex Paints |
| Mercury Lamps |
| Motor Oil |
| Oil Based Paints |
| Poisons |